

SUGGESTED AGENDA

AMENDED

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

**TUESDAY, MAY 15, 2012
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
4. Approval of Minutes of April 17, 24, and May 1, 2012.

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

AWARDS/RECOGNITIONS:

- 4A. THE BOARD TO CONSIDER APPROVAL OF A RESOLUTION PROCLAIMING THE BOARD'S RECOGNITION OF MEMORIAL DAY, AS AGENDAED BY COMMISSIONER PAM FEAGLE.
- 4B. THE BOARD TO CONSIDER APPROVAL OF A RESOLUTION PROCLAIMING THE BOARD'S RECOGNITION OF SATURDAY, MAY 19, 2012, AS ARMED FORCES DAY, AS AGENDAED BY COMMISSIONER PAM FEAGLE.

CONSENT ITEMS:

ITEMS ON THE CONSENT AGENDA ARE ROUTINE OR TECHNICAL IN NATURE, HAVE BEEN PREVIOUSLY DISCUSSED BY THE BOARD, RESOLUTIONS OF A ROUTINE NATURE, AUTHORIZATION TO ADVERTISE ORDINANCES, PUBLIC HEARINGS, AND BID SPECIFICATIONS, ITEMS THAT HAVE A UNANIMOUS RECOMMENDATION OF THE PLANNING BOARD AND STAFF FOR APPROVAL, AND OTHER ITEMS AS AUTHORIZED BY THE BOARD (TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS RULES OF PROCEDURE, SECTION II, 14:(2)(c))

5. THE BOARD TO CONSIDER PAYMENT OF AN INVOICE, IN THE AMOUNT OF \$44,163, FOR THE AUDIT OF FINANCIAL STATEMENTS FOR THE FY ENDED SEPTEMBER 30, 2011, AS SUBMITTED BY POWELL & JONES, CPAS.
6. THE BOARD TO CONSIDER APPROVAL OF APPLICATION FOR REVENUE SHARING STATE FY 2012/2013, AS AGENDAED BY COUNTY FINANCE.
7. THE BOARD TO REVIEW AND CONSIDER APPROVAL OF THE FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGED PLANNING GRANT AGREEMENT FOR FY 2012/2013, PLANNING GRANT INFORMATION FORM, AND RESOLUTION, AS AGENDAED BY MELODY COX, GRANTS COORDINATOR.
8. THE BOARD TO CONSIDER RATIFICATION OF THE COUNTY ADMINISTRATOR'S SIGNATURE ON THE 2ND QUARTER PAYMENT REQUEST FOR THE 2011/2012 FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (DEP) CONSOLIDATED SMALL COUNTY SOLID WASTE MANAGEMENT GRANT, AS AGENDAED BY THE GRANTS COORDINATOR.
9. THE BOARD TO REVIEW AND CONSIDER APPROVAL OF BY-LAWS FOR THE 2012 LOCAL COORDINATING BOARD FOR THE TRANSPORTATION DISADVANTAGED, AS AGENDAED BY THE GRANTS COORDINATOR.
10. THE BOARD TO CONSIDER APPROVAL OF INVITATION TO BID/ADVERTISING FOR AN EATON POWERWARE UNINTERUPPTED POWER SUPPLY, AND AUTHORIZE ADVERTISING FOR THE RELOCATION OF THE EMERGENCY COMMUNICATION CENTER TO THE EMERGENCY OPERATIONS CENTER (EOC), AS AGENDAED BY RENA COURTNEY, E911 COORDINATOR. (SAID BIDS TO BE RECEIVED JUNE 4, 2012 AT 6:20 PM)

BIDS/PUBLIC HEARINGS:

11. THE BOARD TO HOLD A PUBLIC HEARING, SET FOR THIS DATE AT 6:10 P.M., TO CONSIDER A PROPOSED ORDINANCE TO AMEND COUNTY ORDINANCE NO. 2012-07, TO PROVIDE THAT FOR THE YEAR 2011, HUNTING CAMP OWNERS SHALL BE REFUNDED TWO-THIRDS OF THE FUNDS THEY PAID FOR SOLID WASTE ASSESSMENT.

PUBLIC REQUESTS:

12. THE BOARD TO DISCUSS REQUEST FROM LT. SCOTT LEE, FLORIDA FISH & WILDLIFE COMMISSION (FWC), TO DESIGNATE TWO (2) PARKING SPACES AT THE KEATON BEACH AND STEINHATCHEE BOAT RAMPS, FOR ON-DUTY LAW ENFORCEMENT AND PUBLIC SAFETY, AS AGENDAED FROM MAY 1, 2012 BY JACK BROWN, COUNTY ADMINISTRATOR.

COUNTY STAFF ITEMS:

13. THE CLERK TO DISCUSS COUNTY-OWNED TAX CERTIFICATES AND POSSIBLE TAX DEED APPLICATIONS.
14. BRUCE RATLIFF, COUNTY PROPERTY APPRAISER, TO APPEAR TO DISCUSS THE TOTAL ESTIMATE OF ASSESSED VALUE FOR THE CURRENT YEAR, FOR FY 2012/2013 BUDGET PLANNING.
15. THE BOARD TO REVIEW AND CONSIDER APPROVAL OF SHIP BID AWARD RECOMMENDATIONS FOR BIDS RECEIVED BY THE BOARD ON APRIL 17, 2012, FOR FOUR (4) SHIP REHABILITATION PROJECTS, AS AGENDAED BY THE GRANTS COORDINATOR.
16. THE BOARD TO CONSIDER APPROVAL OF SECTION 504 COMPLIANCE POLICY, EVALUATION PLAN, AND GRIEVANCE/COMPLAINT PROCEDURES FOR COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAMS AND PROJECTS, AS AGENDAED BY THE GRANTS COORDINATOR.
17. THE BOARD TO REVIEW AND CONSIDER APPROVAL OF A CHANGE ORDER, IN THE AMOUNT OF \$8,358.88, FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDED DEMOLITION AND NEW CONSTRUCTION OF THE HOME OF JAMIE BAUMGARDNER, AS AGENDAED BY THE GRANTS COORDINATOR.

18. THE BOARD TO REVIEW AND CONSIDER APPROVAL OF FREQUENTIS PROTECT I3 911 BID AWARD, FOR BID RECEIVED BY THE BOARD ON MAY 1, 2012, TO AK ASSOCIATES, AS AGENDAED BY THE E911 COORDINATOR.

COUNTY ADMINISTRATOR ITEMS:

19. THE COUNTY ADMINISTRATOR TO DISCUSS NOTIFICATION RECEIVED FROM FEMA, REGARDING COASTAL FIELD WORK BEING CONDUCTED BY RISK ASSESSMENT MAPPING AND PLANNING PARTNERS (RAMPP), FOR A FEMA FLOOD STUDY IN TAYLOR COUNTY.
20. THE BOARD TO REVIEW AND CONSIDER APPROVAL OF THE DRAFT LONG TERM CALENDAR. (TABLED TO JUNE 4, 2012 BOARD MEETING)
- 20A. THE COUNTY ADMINISTRATOR TO ADDRESS THE BOARD REGARDING UNFOUNDED RUMORS OF ACCEPTING PAY INCREASES WHILE COUNTY EMPLOYEES DID NOT RECEIVE INCREASES.
21. THE BOARD TO DISCUSS HIGHWAY 98 BRIDGE CONSTRUCTION OVER THE AUCILLA RIVER AND THE IMPACT IT WILL HAVE ON BOAT TRAFFIC.
22. THE BOARD TO DISCUSS HODGES PARK AND CONSIDER ALLOCATING FUNDS FOR RECOMMENDED IMPROVEMENTS.
23. THE COUNTY ADMINISTRATOR TO DISCUSS INFORMATIONAL ITEMS.

ADDITIONAL 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 DUSTIN HINKEL, 201 E. GREEN STREET, PERRY, FLORIDA, 850-838-3500, EXT. 7, WITHIN TWO (2) WORKING DAYS OF THIS PROCEEDING.

Book Type[BOCC] Date[04/17/2012] Time[5:30 P.M.
Book#[58] Minutes#[19] Meeting-Type[REGULAR

BOARD OF COUNTY COMMISSIONERS

TAYLOR COUNTY, FLORIDA

COURTHOUSE ANNEX

M I N U T E S

TUESDAY, APRIL 17, 2012

5:30 P.M.

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

PRESENT WERE PATRICIA PATTERSON, CHAIRMAN, MALCOLM PAGE, MARK WIGGINS,
PAM FEAGLE AND LONNIE A. HOUCK, JR., A FULL BOARD BEING PRESENT.
COUNTY ATTORNEY, CONRAD BISHOP, WAS ALSO PRESENT.

PAM FEAGLE LED THE BOARD IN PRAYER, FOLLOWED BY PLEDGE OF ALLEGIANCE
TO THE FLAG. THE BOARD WAS THEN CALLED TO ORDER BY CHAIRMAN PATTERSON,
AND BUSINESS TRANSACTED AS FOLLOWS:

UPON MOTION OF COMMISSIONER FEAGLE, WITH SECOND BY COMMISSIONER HOUCK,
AND BY UNANIMOUS VOTE, THE BOARD APPROVED THE AMENDED AGENDA FOR THIS
DATE, AS FOLLOWS:

1. ADD AS ITEM NO. 17A., THE BOARD TO CONSIDER ADOPTION OF A
RESOLUTION REPEALING RESOLUTIONS PREVIOUSLY ADOPTED ON AUGUST 3,
2009 AND OCTOBER 4, 2010, WITHDRAWING THE COUNTY'S MEMBERSHIP AND
COMMITMENT TO THE NORTH FLORIDA BROADBAND AUTHORITY, AS AGENDAED
BY COMMISSIONER FEAGLE.
2. ADD AS ITEM NO. 17B., THE BOARD TO CONSIDER JOINING THE FLORIDA
ASSOCIATION OF COUNTIES (FAC) IN LITIGATION THAT CONSTITUTIONALLY
CHALLENGES THE MEDICAID REVENUE SHARE WITHHOLDING SCHEME AS A

RESULT OF CH. 2012-33, LAWS OF FLORIDA, AUTHORIZING FAC TO ENGAGE SPECIAL COUNSEL FOR THE PURPOSE OF REPRESENTING TAYLOR COUNTY'S INTEREST, AUTHORIZING THE TOTAL EXPENDITURE OF \$1,000 TO FAC FOR THIS PURPOSE FROM THE GENERAL FUND FOR CONTINGENCIES AND AUTHORIZING THE COUNTY ADMINISTRATOR AND THE COUNTY ATTORNEY TO ASSIST FAC, AS NECESSARY.

3. ADD TO INVOICES FOR APPROVAL THIS DATE, AN INVOICE IN THE AMOUNT OF \$1,750, AS SUBMITTED BY QPUBLIC, LLC, FOR INTEGRATED DISASTER ASSESSMENT MODEL SOFTWARE FOR STANDARDIZATION WITH PROPERTY APPRIASER'S WEB BASED DATABASE.

THE CLERK PRESENTED FOR APPROVAL, MINUTES OF MARCH 20, 27 AND APRIL 2, 2012. UPON MOTION OF COMMISSIONER FEAGLE, WITH SECOND BY COMMISSIONER WIGGINS, IT WAS UNANIMOUSLY PASSED THAT THE MINUTES OF MARCH 20, 27 AND APRIL 2, 2012 WERE APPROVED WITHOUT PUBLIC READING AS ALL BOARD MEMBERS HAD PREVIOUSLY RECEIVED TRUE COPIES.

COMMENTS AND CONCERNS FROM THE PUBLIC FOR NON-AGENDAED AND CONSENT

AGENDA ITEMS:

CATHERINE STANLEY APPEARED AND STATED THAT STEINHATCHEE RESIDENTS ARE REQUESTING AN UPDATE ON VAUGHN LANE ISSUE. COMMISSIONER HOUSE ADVISED THAT FRANK DARABI IS WORKING ON THIS ISSUE AND WILL CONTACT HIM AT A LATER DATE.

CONSENT ITEMS:

ITEMS ON THE CONSENT AGENDA ARE ROUTINE OR TECHNICAL IN NATURE, HAVE BEEN PREVIOUSLY DISCUSSED BY THE BOARD, RESOLUTIONS OF A ROUTINE NATURE, AUTHORIZATION TO ADVERTISE ORDINANCES, PUBLIC HEARINGS, AND BID SPECIFICATIONS, ITEMS THAT HAVE A UNANIMOUS RECOMMENDATION OF THE PLANNING BOARD AND STAFF FOR APPROVAL, AND OTHER ITEMS AS AUTHORIZED BY THE BOARD (TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS RULES OF PROCEDURE, SECTION II, 14: (2) (c))

UPON MOTION OF COMMISSIONER PAGE, WITH SECOND BY COMMISSIONER FEAGLE,
AND BY UNANIMOUS VOTE, THE BOARD APPROVED CONSENT ITEM NOS. FIVE (5)
THROUGH SEVEN (7), AS FOLLOWS:

5. THE APPROVAL OF THE FOLLOWING LETTER OF SUPPORT, AS REQUESTED AT
THE APRIL 2, 2012 REGULAR MEETING OF THE BOARD, FOR DOCTORS'
MEMORIAL HOSPITAL (DMH) MATCHING GRANT APPLICATION, AS AGENDAED
BY MELODY COX, GRANTS COORDINATOR:

6. THE REVIEW/APPROVAL OF A GRANT PROPOSAL FOR THE UPCOMING FUNDING CYCLE FOR THE 2012/2013 FISH AND WILDLIFE CONSERVATION COMMISSION, BUCKEYE REEF ENHANCEMENT PROJECT, AS AGENDAED BY FRED VOSE, COUNTY MARINE AGENT.

DOCUMENTATION ON FILE WITH THE COUNTY MARINE AGENT.

7. THE RELEASE OF FY 2011-2012 BUDGETED FUNDS, IN THE AMOUNT OF \$69,665, AS REQUESTED BY THE TAYLOR COUNTY DEVELOPMENT AUTHORITY (TCDA).

BIDS/PUBLIC HEARINGS:

THE BOARD HAVING HERETOFORE ADVERTISED TO RECEIVE BIDS, FOR THIS DATE AT 6:10 P.M., OR AS SOON THEREAFTER AS POSSIBLE, FOR FOUR (4) APPROVED RECIPIENTS (NORMA TOMLINSON, CHARLIE GRAY, JR., CHARLES DAVIS AND SANDRA TYNER) TO RECEIVE REHABILITATION ASSISTANCE ON THEIR HOMES THROUGH THE SHIP PROGRAM.

BIDS WERE RECEIVED FROM THE FOLLOWING:

1.	JOHNSON & JOHNSON ROOFING, INC.	C. DAVIS	\$29,425.00
	d/b/a CERTIFIED ROOFING CONSTRUCTION	C. GRAY	\$26,325.00
	P.O. BOX 1673	N. TOMLINSON	\$29,700.00
	NEWBERRY, FL 32669	S. TYNER	\$20,575.00
2.	FLORIDA HOMES, INC. (ROOF ONLY)	C. DAVIS	\$12,499.00
	13919 NW 145TH. AVE. (NO WINDOWS)	S. TYNER	\$24,948.00
	ALACHUA, FL 32615		
3.	C.B. CONSTRUCTION, INC.	C. DAVIS	\$37,569.00
	1432 BRECK DR.	S. TYNER	\$23,070.00
	TALLAHASSEE, FL 32305		

MELODY COX, JAY MOSELEY AND MARILEE WOLFE WERE APPOINTED AS A BID COMMITTEE TO STUDY THE BIDS RECEIVED AND TO MAKE A RECOMMENDATION AT THE NEXT REGULAR MEETING OF THE BOARD (TUESDAY, MAY 1, 2012).

THE BOARD HAVING HERETOFORE ADVERTISED FOR A PUBLIC HEARING, FOR THIS DATE AT 6:15 P.M., OR AS SOON THEREAFTER AS POSSIBLE, TO CONSIDER A PROPOSED ORDINANCE TO REPEAL ORDINANCE NO. 2002-1, WHICH ADOPTED THE WIND SPEED LINE FOR TAYLOR COUNTY.

UPON MOTION OF COMMISSIONER FEAGLE, WITH SECOND BY COMMISSIONER HOUCK, AND BY UNANIMOUS VOTE, THE COUNTY ATTORNEY WAS AUTHORIZED TO READ THE PROPOSED ORDINANCE BY TITLE.

ALL PERSONS PRESENT WERE GIVEN AN OPPORTUNITY TO DISCUSS AND ASK QUESTIONS REGARDING ADOPTION OF THE ABOVE PROPOSED ORDINANCE.

DANNY GRINER, COUNTY BUILDING OFFICIAL, APPEARED TO DISCUSS THE PROPOSED ORDINANCE, AND ADVISED THAT THE NEW STATE WIND SPEED MAPS AND ADVANCED SOFTWARE WILL ALLOW INCORPORATING THE NEW MAPS INTO THE COUNTY'S GIS MAPPING SYSTEM.

NO OTHER PERSONS PRESENT REQUESTED TO SPEAK REGARDING ADOPTION OF THE PROPOSED ORDINANCE, THEREFORE THE CHAIRMAN CLOSED THE PUBLIC HEARING.

AFTER DISCUSSION, COMMISSIONER PAGE MADE A MOTION, WITH SECOND BY COMMISSIONER FEAGLE, TO ADOPT COUNTY ORDINANCE NO. 2012-06.

ROLL-CALL VOTE:

COMMISSIONER PAGE	<u> X </u>	YEA	<u> </u>	NAY
COMMISSIONER WIGGINS	<u> X </u>	YEA	<u> </u>	NAY
COMMISSIONER FEAGLE	<u> X </u>	YEA	<u> </u>	NAY
COMMISSIONER PATTERSON	<u> X </u>	YEA	<u> </u>	NAY
COMMISSIONER HOUCK	<u> X </u>	YEA	<u> </u>	NAY

THE MOTION PASSED BY UNANIMOUS VOTE OF THE BOARD.

COUNTY ORDINANCE NO. 2012-06 IS AS FOLLOWS:

ORDINANCE NO. 2012- 06

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AN ORDINANCE OF TAYLOR COUNTY, FLORIDA,
 REPEALING ORDINANCE NO. 2002-1, PROVIDING
 SEVERABILITY, AND PROVIDING AN EFFECTIVE
 DATE.

WHEREAS, the Board of County Commissioners of Taylor County, Florida, pursuant to Chapter 125.01, Florida Statutes, passed and duly adopted Ordinance No. 2002-1 on April 1, 2002, and

WHEREAS, the Board of County Commissioners have determined that it is in the best interests of Taylor County, Florida, to repeal said Ordinance.

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Taylor County, Florida, as follows:

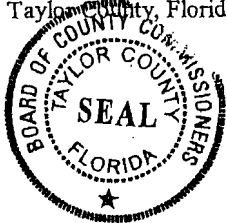
Section 1. Ordinance No. 2002-1 of Taylor County, Florida is repealed.

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

Section 3. Effective Date. Pursuant to Section 125.66, Florida Statutes, a certified copy of this Ordinance shall be filed with the Florida Department of State by the Clerk of the Board of County Commissioners within ten (10) days after enactment by the Board of County Commissioners. This Ordinance shall become effective upon filing of the Ordinance with the Department of State.

Section 4. Authority. This Ordinance is adopted pursuant to the authority granted by Section 125.01, Florida Statutes as amended.

PASSED and ADOPTED in regular session by the Board of County Commissioners of Taylor County, Florida, on this 17th day of April, 2012

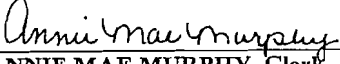


BOARD OF COUNTY COMMISSIONERS
 TAYLOR COUNTY, FLORIDA

BY: 

PATRICIA PATTERSON, Chairperson

ATTEST:


 ANNIE MAE MURPHY, Clerk

THE BOARD HAVING HERETOFORE ADVERTISED FOR A PUBLIC HEARING, FOR THIS DATE AT 6:20 P.M., OR AS SOON THEREAFTER AS POSSIBLE, TO CONSIDER A PROPOSED ORDINANCE TO AMEND COUNTY ORDINANCES 92-5, 2005-4, 2007-10 AND 2011-07, WITH REGARDS TO SOLID WASTE SERVICES FOR HUNTING CAMPS. UPON MOTION OF COMMISSIONER PAGE, WITH SECOND BY COMMISSIONER HOUCK, AND BY UNANIMOUS VOTE, THE COUNTY ATTORNEY WAS AUTHORIZED TO READ THE PROPOSED ORDINANCE BY TITLE.

ALL PERSONS PRESENT WERE GIVEN AN OPPORTUNITY TO DISCUSS AND ASK QUESTIONS REGARDING ADOPTION OF THE ABOVE PROPOSED ORDINANCE.

THE COUNTY ADMINISTRATOR STATED THAT THE PROPOSED ORDINANCE ADDRESSES HUNTING CAMPS AND ASSESSES SOLID WASTE AT 1/3 OF THE REGULAR SOLID WASTE ASSESSMENT.

COMMENTS WERE RECEIVED FROM THE FOLLOWING PERSONS PRESENT IN THE AUDIENCE:

1. WALLACE HOLMES

NO OTHER PERSONS PRESENT REQUESTED TO SPEAK REGARDING ADOPTION OF THE PROPOSED ORDINANCE, THEREFORE THE CHAIRMAN CLOSED THE PUBLIC HEARING.

AFTER DISCUSSION, COMMISSIONER FEAGLE MADE A MOTION, WITH SECOND BY COMMISSIONER WIGGINS, TO ADOPT COUNTY ORDINANCE NO. 2012-07.

ROLL-CALL VOTE:

COMMISSIONER PAGE	<u>X</u>	YEA	<u> </u>	NAY
COMMISSIONER WIGGINS	<u>X</u>	YEA	<u> </u>	NAY
COMMISSIONER FEAGLE	<u>X</u>	YEA	<u> </u>	NAY
COMMISSIONER PATTERSON	<u>X</u>	YEA	<u> </u>	NAY
COMMISSIONER HOUCK	<u>X</u>	YEA	<u> </u>	NAY

THE MOTION PASSED BY UNANIMOUS VOTE OF THE BOARD.

COUNTY ORDINANCE NO. 2012-07 IS AS FOLLOWS:

MALCOLM PAGE
District 1

MARK WATSON
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 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

April 9, 2012

Mr. Alan Van Lewen
Health Services and Facilities Consultant
DOH Bureau of EMS
4052 Bald Cypress Way, Mail Bin C18
Tallahassee, FL 32399

RE: Doctors' Memorial Hospital, Inc. Matching Grant Application
Taylor County, Florida

Dear Mr. Van Lewen:

On behalf of the Taylor County Board of Commissioners, please accept this letter of support for the grant application Doctors' Memorial Hospital, Inc. is submitting requesting funding assistance to purchase an ambulance for Steinhatchee. This ambulance will be serving not only Steinhatchee, but also the entire southern portion of Taylor County as well the northern portion of Dixie County. This ambulance is much needed as portions of the service area for the new ambulance are more than forty-five minutes from a medical facility.

Thank you for consideration of the funding assistance request being made by Doctors' Memorial Hospital, Inc, and any assistance that you can provide.

Respectfully,

A handwritten signature in black ink, appearing to read "Patricia Patterson", is written over a horizontal line.

Patricia Patterson
Chairperson, Taylor County Board of Commissioners

ORDINANCE NO: 2012 - 07

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AN ORDINANCE OF TAYLOR COUNTY, FLORIDA AMENDING COUNTY ORDINANCES 92-5, 2005-4, 2007-10, AND 2011-07 AS CODIFIED IN CHAPTER 66 OF THE TAYLOR COUNTY CODE OF ORDINANCES, ARTICLE III. TAYLOR COUNTY SOLID WASTE SERVICES UNIT IN THE UNINCORPORATED AREA OF THE COUNTY, PROVIDING A DEFINITION FOR HUNTING CAMPS, PROVIDING FOR AN ASSESSMENT, PROVIDING THAT THE ASSESSMENT BE SET BY RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners' of Taylor County, Florida has been approached by members of the public regarding structures that are equivalent in size and intent to Recreational Vehicles and the waste they contribute to the waste stream of the county is considered equivalent, and

WHEREAS, the Board has determined that to better serve the needs of the citizens of Taylor County, Florida, it is necessary to amend ordinances 92-5, 2005-4, 2007-10, and 2011-07 of Taylor County, Florida.

THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Taylor County Florida, that ordinances 92-5, 2005-4, 2007-10, and 2011-07 be amended and Chapter 66, Article III of the Taylor County Code of Ordinances, Sec. 66-71 be amended to add a definition for Hunting Camps and Sec 66-109 an assessment of Hunting Camps that is consistent with those of Recreational Vehicles and be set of one-third of those of other dwelling units.

SECTION 1. Taylor County Code of Ordinances Section 66, ARTICLE III. TAYLOR COUNTY SOLID WASTE SERVICES UNIT (MSBU)*

*Cross references: Solid waste, ch. 62. _

DIVISION 1. GENERALLY

Sec. 66-71. Definitions.

Hunting Camps shall mean a remote establishment providing shelter such as recreational vehicles, mobile homes or any shelter that is used for hunting on a temporary basis during established hunting season, and is not a place of residence.

Sec. 66-109. Maximum assessment.

The maximum amount of assessment, per assessment, shall be no more than \$154.00 per year.

Hunting Camp solid waste assessments shall be set by resolution of the board of county commissioners at an amount equal to that of Recreational Vehicles and 1/3 of other dwelling units.

THE COUNTY ATTORNEY STATED THAT THE BOARD CAN AMEND COUNTY ORDINANCE NO. 2012-07 IF THEY DESIRE IT TO BE RETROACTIVE FOR 2011. UPON MOTION OF COMMISSIONER PAGE, WITH SECOND BY COMMISSIONER FEAGLE, AND BY UNANIMOUS VOTE, THE BOARD AGREED TO ADVERTISE FOR PUBLIC HEARING TO CONSIDER A PROPOSED ORDINANCE TO AMEND COUNTY ORDINANCE NO. 2012-07, MAKING IT RETROACTIVE FOR THE 2011 TAX YEAR, AND REFUNDING TWO-THIRDS (2/3) OF THE SOLID WASTE ASSESSMENT PAID FOR SAID FY.

THE BOARD HAVING HERETOFORE ADVERTISED FOR A PUBLIC HEARING, FOR THIS DATE AT 6:25 PM, OR AS SOON THEREAFTER AS POSSIBLE, TO RECEIVE PUBLIC INPUT AND TO DISCUSS A REQUEST FROM MAIN STREET TO AMEND THE COUNTY BUDGET FOR FY 2011/2012, TO INCLUDE FUNDING NOT TO EXCEED \$15,000 FOR CITY/COUNTY BRANDING, FROM A FUND TO BE DETERMINED.

ALL PERSONS PRESENT WERE GIVEN AN OPPORTUNITY TO DISCUSS AND ASK QUESTIONS REGARDING THE REQUEST.

THE COUNTY ADMINISTRATOR ADVISED THAT THE REQUESTED FUNDS ARE NOT BUDGETED. THAT AS THIS IS A MID-YEAR FUNDING REQUEST, AN EXTRAORDINARY VOTE OF THE BOARD (4 OUT OF 5) WILL BE REQUIRED.

COMMENTS WERE RECEIVED FROM THE FOLLOWING PERSONS PRESENT IN THE AUDIENCE:

1. BOB SHEFFIELD
2. STAN RIDGEWAY
3. REPRESENTATIVES FROM DALTON AGENCY
4. AULEY ROWELL
5. BO TAFT

COMMISSIONERS FEAGLE AND HOUCK STATED THAT THEY CANNOT SUPPORT THE PROPOSED ORDINANCE DUE TO UPCOMING BUDGET CONCERNS.

NO OTHER PERSONS PRESENT REQUESTED TO SPEAK REGARDING THIS ISSUE, THEREFORE THE CHAIRMAN CLOSED THE PUBLIC HEARING.

AFTER DISCUSSION, COMMISSIONER PAGE MADE A MOTION, WITH SECOND BY COMMISSIONER WIGGINS, TO AMEND THE COUNTY BUDGET FOR FY 2011/2012 TO

INCLUDE FUNDING NOT TO EXCEED \$15,000 FOR CITY/COUNTY BRANDING, FROM COUNTY CONTINGENCY.

ROLL-CALL VOTE:

COMMISSIONER PAGE	<u>X</u>	YEA	<u> </u>	NAY
COMMISSIONER WIGGINS	<u>X</u>	YEA	<u> </u>	NAY
COMMISSIONER FEAGLE	<u> </u>	YEA	<u>X</u>	NAY
COMMISSIONER PATTERSON	<u>X</u>	YEA	<u> </u>	NAY
COMMISSIONER HOUCK	<u> </u>	YEA	<u>X</u>	NAY

THE MOTION FAILED AS AN EXTRAORDINARY VOTE WAS NOT RECEIVED.

THE BOARD HAVING HERETOFORE ADVERTISED FOR A PUBLIC HEARING, FOR THIS DATE AT 6:30 PM, OR AS SOON THEREAFTER AS POSSIBLE, TO CONSIDER A SPECIAL EVENT APPLICATION, AS SUBMITTED BY THE IRON HORSE MUD RANCH MUD BOG.

ALL PERSONS PRESENT WERE GIVEN AN OPPORTUNITY TO DISCUSS AND ASK QUESTIONS REGARDING APPROVAL OF THE SPECIAL EVENT APPLICATION. ATTORNEY TREY HOWARD APPEARED AND STATED THAT ALL THE PAPERWORK IS IN ORDER.

NO PERSONS PRESENT REQUESTED TO SPEAK REGARDING THE SPECIAL EVENT APPLICATION, THEREFORE THE CHAIRMAN CLOSED THE PUBLIC HEARING. AFTER DISCUSSION, COMMISSIONER PAGE MADE A MOTION, WITH SECOND BY COMMISSIONER FEAGLE, TO APPROVE THE SPECIAL EVENT APPLICATION AS SUBMITTED BY THE IRON HORSE MUD RANCH MUD BOG. THE MOTION PASSED BY UNANIMOUS VOTE OF THE BOARD.

COUNTY STAFF ITEMS:

UPON MOTION OF COMMISSIONER PAGE, WITH SECOND BY COMMISSIONER HOUCK, AND BY UNANIMOUS VOTE, THE BOARD REVIEWED/APPROVED THE STATE HOUSING INITIATIVE PARTNERSHIP (SHIP) LOCAL HOUSING ASSISTANCE PLAN (LHAP) FOR STATE FISCAL YEARS 2012-2013, 2013-2014, AND 2014-2015, AS AGENDAED BY

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Recreation Vehicle, Recreational Vehicle or active RV power poles solid waste assessments shall be set by resolution of the board of county commissioners at an amount equal to 1/3 of other dwelling units.

(Ord. No. 92-5, § 17, 9-8-1992; Ord. No. 2005-14, § 2, 12-13-2005; Ord. No. 2007-10, § 2, 9-4-2007)

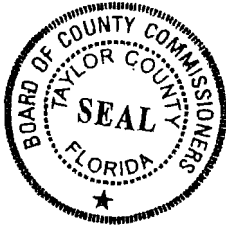
SECTION 2. The provisions of the newly-amended Chapter 66 of the Taylor County Code shall supersede any provisions covering the same subject previously adopted by the County Commission, including without limitations Chapter 66 of the Taylor County Code as it previously existed.

SECTION 3. 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 5. This Ordinance shall take effect upon being enacted and duly filed in the office of the Secretary of State of the State of Florida.

SECTION 6. EFFECTIVE Date – This Ordinance shall be effective as provided by law.

PASSED AND ADOPTED in regular session of the Board of County Commissioners of Taylor County, Florida on this 17th day of April, 2012

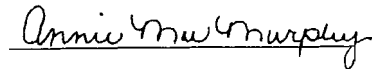


BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA

BY: 

PATRICIA PATTERSON, CHAIR

ATTEST:



ANNIE MAE MURPHY, CLERK

Jrb/

MELODY COX, GRANTS COORDINATOR.

UPON MOTION OF COMMISSIONER FEAGLE, WITH SECOND BY COMMISSIONER WIGGINS, AND BY UNANIMOUS VOTE, THE BOARD APPROVED A SATISFACTION OF SECURITY AGREEMENT FOR CORETHA SMITH, WHO RECEIVED FUNDING ASSISTANCE THROUGH THE SHIP PROGRAM FOR REHABILITATION OF HER HOME, AS AGENDAED BY THE GRANTS COORDINATOR.

UPON MOTION OF COMMISSIONER FEAGLE, WITH SECOND BY COMMISSIONER WIGGINS, AND BY UNANIMOUS VOTE, THE BOARD APPROVED AN EXTENSION TO THE CONTRACT FOR DISASTER RECOVERY SERVICES WITH DRC, INC., UNTIL DECEMBER 31, 2012, AS AGENDAED BY DUSTIN HINKEL, EMERGENCY MANAGEMENT DIRECTOR.

UPON MOTION OF COMMISSIONER HOUCK, WITH SECOND BY COMMISSIONER WIGGINS, AND BY UNANIMOUS VOTE, THE BOARD REVIEWED/APPROVED THE NOTICE/ADVERTISING REQUEST FOR PROPOSALS (RFPS) FOR DISASTER DEBRIS MONITORING AND GRANT CONSULTING SERVICES, TO BE RECEIVED BY THE BOARD ON MONDAY, JUNE 4, 2012, AS AGENDAED BY THE EMERGENCY MANAGEMENT DIRECTOR.

GENERAL BUSINESS:

UPON MOTION OF COMMISSIONER HOUCK, WITH SECOND BY COMMISSIONER FEAGLE, AND BY UNANIMOUS VOTE, THE BOARD APPROVED A REQUEST FROM TAYLOR COASTAL WATER & SEWER DISTRICT, TO RETAIN BILLY EZELL, LEE BENNETT, CHARLES CARLTON, AND LYNDIA AIBEJERIS, AS BOARD MEMBERS.

IT WAS STATED THAT THE POSITIONS WERE ADVERTISED AND THE ABOVE LISTED EXPRESSED THEIR DESIRE TO CONTINUE TO SERVE.

THE BOARD DISCUSSED THE ADOPTION OF A PROPOSED RESOLUTION TO REPEAL RESOLUTIONS PREVIOUSLY ADOPTED ON AUGUST 3, 2009 AND OCTOBER 4, 2010; WITHDRAWING THE COUNTY'S MEMBERSHIP AND COMMITMENT TO THE NORTH

FLORIDA BROADBAND AUTHORITY, AS AGENDAED BY COMMISSIONER FEAGLE.

UPON MOTION OF COMMISSIONER WIGGINS, WITH SECOND BY COMMISSIONER FEAGLE, AND BY UNANIMOUS VOTE, THE COUNTY ATTORNEY WAS AUTHORIZED TO READ THE RESOLUTION IN IT'S ENTIRETY.

UPON MOTION OF COMMISSIONER FEAGLE, WITH SECOND BY COMMISSIONER WIGGINS, AND BY UNANIMOUS VOTE, THE BOARD ADOPTED THE FOLLOWING RESOLUTION TO WITHDRAW THE COUNTY'S MEMBERSHIP AND COMMITMENT TO THE NORTH FLORIDA BROADBAND AUTHORITY:

RESOLUTION

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA, REPEALING RESOLUTIONS PASSED ON AUGUST 3, 2009 AND OCTOBER 4, 2010; WITHDRAWING THE COUNTY'S MEMBERSHIP IN AND COMMITMENT TO THE NORTH FLORIDA BROADBAND AUTHORITY; AND SETTING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Taylor County, Florida has found and determined that broadband internet access is available to approximately 98% of all residents of Taylor County; and

WHEREAS, the Taylor County Development Authority advises that Taylor County's current broadband infrastructure is a strength in recruiting companies and rivals many large communities; and

WHEREAS, the Taylor County Board of County Commissioners adopted resolutions on August 3, 2009 and October 4, 2010 agreeing to work with the North Florida Broadband Authority to help bring internet broadband access to the underserved residents of Taylor County; and

WHEREAS, it has been determined that broadband internet access is readily available to the vast majority of our residents; and

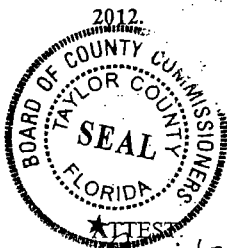
WHEREAS, Section 3.09 of the Interlocal Agreement Relating to Establishment of the North Florida Broadband Authority states that any authority member may withdraw from the Authority at any time, and

WHEREAS, the Taylor County Board of County Commissioners finds that it is in the best interest of Taylor County and its residents to rescind the Resolutions of August 3, 2009 and October 4, 2010 relating to the North Florida Broadband Authority and to withdraw our membership of and commitment to the North Florida Broadband Authority.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of Taylor County, Florida, as follows:

- 1) The Resolutions passed on August 3, 2009 and October 4, 2010 relating to the North Florida Broadband Authority are hereby rescinded; and
- 2) Taylor County hereby withdraws its membership from the North Florida Broadband Authority immediately upon passage of this resolution; and
- 3) That a certified copy of this resolution is to be sent to the North Florida Broadband Authority.

THIS RESOLUTION IS PASSED AND ADOPTED in regular session this 17th day of April



Annie Mae Murphy
ANNIE MAE MURPHY, Clerk

BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA

BY: *[Signature]*
Patricia "Pat" Patterson, Chair

COUNTY ADMINISTRATOR ITEMS:

UPON MOTION OF COMMISSIONER HOUCK, WITH SECOND BY COMMISSIONER PAGE, AND BY UNANIMOUS VOTE, THE BOARD APPROVED JOINING THE FLORIDA ASSOCIATION OF COUNTIES (FAC) IN LITIGATION THAT CONSTITUTIONALLY CHALLENGES THE MEDICAID REVENUE SHARE WITHHOLDING SCHEME AS A RESULT OF CH. 2012-33, LAWS OF FLORIDA, AUTHORIZING FAC TO ENGAGE SPECIAL COUNSEL FOR THE PURPOSE OF REPRESENTING TAYLOR COUNTY'S INTEREST, AUTHORIZING THE TOTAL EXPENDITURE OF \$1,000 TO FAC FOR THIS PURPOSE, FROM GENERAL FUND CONTINGENCY, AND AUTHORIZING THE COUNTY ADMINISTRATOR AND THE COUNTY ATTORNEY TO ASSIST FAC, AS NECESSARY.

THE COUNTY ADMINISTRATOR DISCUSSED THE FOLLOWING INFORMATIONAL ITEMS:

1. MR. BROWN DISCUSSED A REQUEST FOR TWENTY-TWO (22) LOADS OF CLAY FROM THE LANDFILL IN EXCHANGE FOR 22 LOADS OF SAND FROM THE OLD LANDFILL TO COMPLETE PRACTICE FIELDS AT THE SPORTS COMPLEX, FOR BASEBALL AND SOCCER. COMMISSIONER PAGE ADVISED THAT THE CLAY REQUEST WAS APPROVED BY THE LANDFILL COMMISSIONER AT THEIR LAST MEETING.
2. MR. BROWN ADVISED THAT FUNDS IN THE AMOUNT OF \$33,000, HAVE BEEN EXPENDED FROM THE SINKING FUND FOR COUNTY JAIL, TO REPAIR TWO (2) BOILERS AT THE JAIL (1-CONDEMNED; 1 LEAKING).
3. MR. BROWN PRESENTED THE PROPOSED TIMELINE FOR FY 2012-2013 BUDGET WORK SESSIONS. CHAIRMAN PATTERSON REMINDED THE BOARD OF HER REQUEST NOT TO HOLD THESE WORK SESSIONS ON JULY 22-25, AS SHE WILL BE OUT-OF-TOWN WITH HER CHURCH YOUTH GROUP.

MR. BROWN ADVISED THAT THERE ARE SERIOUS BUDGET ISSUES FACING THE COUNTY. THAT THE 3% EMPLOYEE REQUIREMENT FOR RETIREMENT HAS BEEN REVERSED BY THE COURTS, AND THERE WILL BE ISSUES IF THE COUNTY IS REQUIRED TO REFUND MONEY TO EMPLOYEES.

4. MR. BROWN ADVISED THAT THE 1/2 CENT SALES TAX COULD OFF-SET

INDIGENCY HEALTH CARE, HOWEVER IT MAY/MAY NOT BE USED FOR
MEDICAID PAYMENTS.

5. MR. BROWN ADVISED THAT HE WILL TRAVEL TO LAKE LAND ON FRIDAY,
APRIL 20, 2012, TO ATTEND A PUBLIC RISK MANAGEMENT MEETING.

THE BOARD WAS ADVISED THAT THE COUNTY ATTORNEY HAS RECEIVED
INFORMATION REGARDING THE BROOKS LAWSUIT AND FORECLOSE, STATING THAT
MR. BROOKS IS ILL, AND THE FAMILY WILL BE CONTACTED IN HOPES OF
RESOLVING THIS ISSUE.

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

NONE

BOARD INFORMATIONAL ITEMS:

COMMISSIONER FEAGLE REQUESTED THAT THE BOARD LOOK AT SHADE ISSUES AT
THE SHADY GROVE PARK AREA, AT UPCOMING BUDGET WORK SESSIONS.

COMMISSIONER HOUCK ADVISED THAT HE HAS HAD COMPLAINTS REGARDING DUSTY
ROADS.

COMMISSIONER PAGE REPORTED ON SOLID WASTE:

- A. INQUIRY REGARDING OLD TRUCK RESCINDED. WILL SELL FOR JUNK.
- B. PURCHASE OF PROPERTY (80 ACRES) FOR SAND IS PRICED TOO HIGH
(\$1900/ACRE)
- C. REFUND \$500,000 TO ALL COUNTIES EQUALLY, LEAVING \$2M IN THE SOLID
WASTE FUND FOR EQUIPMENT PURCHASES.

COMMISSIONER PAGE DISCUSSED A WOODS CREEK ROAD LIMEROCK ISSUE AND
REQUESTED THAT THE BOARD'S LIMEROCK POLICY BE DISCUSSED AT THE NEXT

WORKSHOP TO BE HELD ON TUESDAY, APRIL 24, 2012.

THE BOARD EXPRESSED THEIR APPRECIATION TO ALL IN ATTENDANCE AT THE MEETING THIS DATE.

AFTER EXAMINATION OF THE CURRENT BILLS BY THE BOARD, COMMISSIONER PAGE MOVED, WITH SECOND BY COMMISSIONER WIGGINS, AND UNANIMOUSLY PASSED BY THE BOARD, THAT THE MONTHLY BILLS BE APPROVED AS FOLLOWS:

FUND	WARRANT NOS.
GENERAL REVENUE FUND	044333 THROUGH 044429 INCLUSIVE
ROAD AND BRIDGE FUND	5012066 THROUGH 5012082 INCLUSIVE

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

THE HOUR BEING APPROXIMATELY 7:30 P.M., AND THERE BEING NO FURTHER BUSINESS, COMMISSIONER PAGE MADE A MOTION, WITH SECOND BY COMMISSIONER HOUCK, TO ADJOURN. THE MOTION TO ADJOURN PASSED BY UNANIMOUS VOTE OF THE BOARD, SUBJECT TO CALL.

BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA

BY: _____
PATRICIA PATTERSON, CHAIRMAN

ATTEST:

ANNIE MAE MURPHY, CLERK

Book Type[BOCC] Date[04/24/2012] Time[3:00 P.M.
Book#[58] Minutes#[20] Meeting-Type[WORKSHOP

BOARD OF COUNTY COMMISSIONERS

TAYLOR COUNTY, FLORIDA

COURTHOUSE ANNEX

M I N U T E S

TUESDAY, APRIL 24, 2012

3:00 P.M.

THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA, MET IN
REGULAR WORKSHOP SESSION ON THE ABOVE DATE.

PRESENT WERE PATRICIA PATTERSON, CHAIRMAN, MALCOLM PAGE, MARK WIGGINS,
PAM FEAGLE AND LONNIE A. HOUCK, JR., A FULL BOARD BEING PRESENT.
COUNTY ATTORNEY, CONRAD BISHOP, WAS ALSO PRESENT.

MALCOLM PAGE LED THE BOARD IN PRAYER, FOLLOWED BY PLEDGE OF ALLEGIANCE
TO THE FLAG. THE BOARD WAS THEN CALLED TO ORDER BY CHAIRMAN PATTERSON,
AND BUSINESS TRANSACTED AS FOLLOWS:

1. SCOTT FREDRICK, DIRECTOR, TAYLOR COUNTY DEVELOPMENT AUTHORITY
(TCDA), APPEARED AND PRESENTED THE 2012 ECONOMIC DEVELOPMENT
MARKETING PLAN.
2. JACK BROWN, COUNTY ADMINISTRATOR, DISCUSSED AN INITIATIVE TO
BRING A PRO RODEO TO THE TAYLOR COUNTY EQUESTRIAN ARENA.
THAT HE WOULD LIKE TO WAIVE FEES FOR ACTIVITES AT THE EQUESTRIAN
ARENA. THAT THE STATE HAS AGREED THAT THE ARENA CAN BE USED FOR A
PROFIT EVENT ONCE QUARTERLY.
3. THE BOARD FURTHER DISCUSSED NARROW BANDING REQUIREMENTS,

FUNDING, AND TIMELINE.

THE DEADLINE FOR TAYLOR COUNTY TO BE NARROW BANDED IS JANUARY 1, 2013. THAT A TOWER HAS BEEN DONATED BY LEON COUNTY, WITH TAYLOR COUNTY BEING RESPONSIBLE FOR HAVING THE TOWER CERTIFIED. THAT A \$78,000 UPGRADE IS NEEDED FOR THE TOWER. IT WAS STATED THAT SLERS IS A BETTER OPTION THAN VHF RADIOS. THE COUNTY ADMINISTRATOR ADVISED THAT HE WANTS TO TRANSFER MONEY FROM MSTU RESERVES (\$675,000) TO PURCHASE RADIOS AND GET THE TOWER OPERATIONAL.

4. THE BOARD DISCUSSED CONSIDERATIONS, FUNDING, AND POTENTIAL TIMELINE FOR RELOCATING THE 911/DISPATCH CENTER FROM THE JAIL TO THE EMERGENCY OPERATIONS CENTER (EOC).

THAT TWO (2) PROJECTS WILL BE NECESSARY TO FACILITATE THE MOVE IE: AIR CONDITIONING UPGRADE TO ACCOMODATE SERVERS AND EQUIPMENT (COST \$8,975) AND DISPATCHER CONTROL STATION RELOCATION (COST \$10,565). THAT THE TOTAL PROJECT WILL NEED \$19,540 FROM GENERAL FUND RESERVES-CAPITAL PROJECTS.

5. THE BOARD FURTHER DISCUSSED A PLAN TO ERADICATE SAND SPURS AT KEATON BEACH.

THE BOARD WAS ADVISED THAT STATE AND COUNTY INMATE CREWS HAVE BEEN PICKING UP SAND SPURS AT KEATON BEACH. THAT THE TOTAL COST TO PLACE EIGHT (8) INCHES OF NEW SAND AT HODGES PARK IS \$13,493.

IT WAS A CONSENSUS OF THE BOARD THAT A MAINTENANCE PLAN IS NEEDED TO KEEP THE SAND SPURS OUT.

6. THE BOARD DISCUSSED IN-KIND EQUIPMENT WITH REGARDS TO THE NORTH FLORIDA BROADBAND AUTHORITY (NFBA).

IT WAS STATED THAT TAYLOR COUNTY IS NOT OFFERING ANY PROPERTY TO NFBA. THAT THE NFBA MAY WISH TO PAY FOR TOWER UPGRADES AND PAY RENT. IT WAS A CONSENSUS OF THE BOARD NOT TO EXECUTE ANY FUTURE AGREEMENTS WITH

NFBA.

7. THE BOARD RECEIVED AN UPDATE ON MEDICAID PAYMENTS.
THAT SINCE MARCH, 2012, THE COUNTY HAS RECEIVED 170 BILLS FROM
MEDICAID TOTTALLING \$39,625.09. THAT 25% OF THE ARREARAGE OWED WILL
HAVE TO BE PAID THIS YEAR.

8. THE BOARD DISCUSSED SPORTS COMPLEX OPERATIONS AND TOURNAMENTS, AS
AGENDAED BY COMMISSIONER FEAGLE.
THAT BASEBALL HAS STARTED, WITH SOME COMPLAINTS RECEIVED. THAT NOTES
ARE BEING KEPT TO IMPROVE PROCEDURES FOR NEXT YEAR. THE RECREATIONAL
DIRECTOR IS STRETCHED THIN AND NEEDS SOME ASSISTANCE.

9. THE BOARD TO DISCUSS TO DISCUSS CHURCH LEAGUE SOFTBALL, AS
AGENDAED BY COMMISSIONER FEAGLE.
THE BOARD WAS ADVISED THAT CHURCH LEAGUES WILL BEGIN IN JUNE, THEN THE
COUNTY WILL DEVELOPE A PRACTICE SCHEDULE.

10. THE BOARD DISCUSSED THE PERFORMANCE EVALUATION FOR THE COUNTY
ADMINISTRATOR, WITH EACH MEMBER SUBMITTING AN EVALUATION FORM, ON
FILE WITH THE COUNTY ADMINISTRATOR.

11. THE BOARD DISCUSSED THE FY 2012/2013 BUDGET AND CIP.
THE BOARD WAS ADVISED THAT INSURANCE COVERAGES WILL BE INCREASING;
THAT THE MOTORGRADERS WILL MAKE IT ANOTHER YEAR HOWEVER NEXT YEAR THEY
WILL NEED TO BE A NEW PURCHASE; FIRE EQUIPMENT NEEDS TO BE UPGRADED.
THAT AFTER THE COUNTY GETS A PROPERTY TAX PROJECTION FROM THE PROPERTY
APPRAISER, STAFF WILL BEGIN TO WORK ON BUDGETS FOR FY 2012/2013.

12. THE BOARD DISCUSSED MAINTENANCE OF FACILITIES, AS AGENDAED BY
COMMISSIONER FEAGLE.

COMMISSIONER FEAGLE STATED THAT THIS ITEM REFERS TO MAINTAINING
BATHROOMS AND PUBLIC FACILITIES. THE BOARD DISCUSSED HIRING AN
EMPLOYEE, BUT WOULD LIKE TO ENCOURAGE COMMUNITY GROUPS TO DO THIS.

THE HOUR BEING APPROXIMATELY 6:45 P.M., THE MEETING ADJOURNED.

BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA

BY: _____

PATRICIA PATTERSON, CHAIRMAN

ATTEST:

ANNIE MAE MURPHY, CLERK

Book Type[BOCC] Date[05/01/2012] Time[5:30 P.M.
Book#[58] Minutes#[21] Meeting-Type[REGULAR

BOARD OF COUNTY COMMISSIONERS

TAYLOR COUNTY, FLORIDA

COURTHOUSE ANNEX

M I N U T E S

TUESDAY, MAY 1, 2012

5:30 P.M.

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

PRESENT WERE PATRICIA PATTERSON, CHAIRMAN, MALCOLM PAGE, MARK WIGGINS,
PAM FEAGLE AND LONNIE A. HOUCK, JR., A FULL BOARD BEING PRESENT.

COUNTY ATTORNEY, CONRAD BISHOP, WAS ALSO PRESENT.

PATRICIA PATTERSON LED THE BOARD IN PRAYER, FOLLOWED BY PLEDGE OF
ALLEGIANCE TO THE FLAG. THE BOARD WAS THEN CALLED TO ORDER BY CHAIRMAN
PATTERSON, AND BUSINESS TRANSACTED AS FOLLOWS:

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

1. ADD AS ITEM NO. 18-A., THE BOARD TO REVIEW AND CONSIDER APPROVAL
OF A GRANT APPLICATION TO THE FLORIDA DEPARTMENT OF AGRICULTURE
AND CONSUMER SERVICES, DIVISION OF FORESTRY, VOLUNTEER FIRE
ASSISTANCE GRANT PROGRAM, AS AGENDAED BY THE GRANTS COORDINATOR.

2010/2011 FY AUDIT PRESENTATION:

RICHARD POWELL, POWELL & JONES, CPA'S, APPEARED AND PRESENTED THE ANNUAL AUDIT FOR FY 2010/2011. AT THE CONCLUSION OF THE PRESENTATION, COMMISSIONER PAGE MADE A MOTION, WITH SECOND BY COMMISSIONER FEAGLE, TO ORDER THE AUDIT REPORT FOR FY 2010/2011 FILED IN THE PUBLIC RECORDS. THE MOTION PASSED BY UNANIMOUS VOTE OF THE BOARD. SAID AUDIT REPORT ON FILE IN THE CLERK'S OFFICE. BILL BRYNES COMMENDED THE COUNTY ON THE AUDIT FOR SAID FY.

AWARDS/RECOGNITION:

THE BOARD DISCUSSED THE ADOPTION OF A RESOLUTION PROCLAIMING THE MONTH OF MAY, 2012, AS CIVILITY MONTH IN TAYLOR COUNTY. UPON MOTION OF COMMISSIONER FEAGLE, WITH SECOND BY COMMISSIONER WIGGINS, AND BY UNANIMOUS VOTE, THE BOARD AUTHORIZED THE COUNTY ATTORNEY TO READ THE PROPOSED RESOLUTION BY TITLE. UPON MOTION OF COMMISSIONER FEAGLE, WITH SECOND BY COMMISSIONER WIGGINS, AND BY UNANIMOUS VOTE, THE BOARD ADOPTED THE FOLLOWING RESOLUTION PROCLAIMING THE MONTH OF MAY, 2012, AS CIVILITY MONTH IN TAYLOR COUNTY:

RESOLUTION

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA, PROCLAIMING THE MONTH OF MAY AS CIVILITY MONTH.

WHEREAS, the Taylor County Board of County Commissioners recognizes that civil discourse is a cornerstone of American democracy and is a vital ingredient to successful local governance; and

WHEREAS, civility derives from the Latin word "civis" meaning citizen, and is defined as behavior worthy of citizens living in a community or in common with others, claiming and caring for one's identity, needs, and beliefs without degrading someone else's in the process; and

WHEREAS, displays of anger, rudeness, ridicule, impatience, and a lack of respect and personal attacks detract from the open exchange of ideas, prevent fair discussion of the issues, and can discourage individuals from participation in government; and

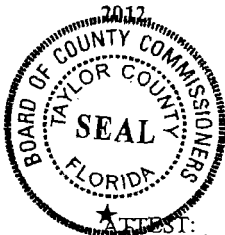
WHEREAS, civility can assist in reaching consensus on issues and allow for mutually respectful discourse and consideration of ideas and opinions; and

WHEREAS, civility can uplift our daily life and make it more pleasant to live in an organized society; and

WHEREAS, we, the Taylor County Board of County Commissioners, wish to renew our pledge to our citizens that we will civilly conduct the public's business, and urge all citizens of Taylor County to exercise civility as they participate in the democratic process.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of Taylor County, Florida, that we hereby proclaim the Month of May as Civility Month.

THIS RESOLUTION IS PASSED AND ADOPTED in regular session this 1st day of May



ATTEST:

Annie Mae Murphy
ANNIE MAE MURPHY, Clerk

BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA

BY: 

Patricia "Pat" Patterson, Chair

COMMENTS AND CONCERNS FROM THE PUBLIC FOR NON-AGENDAED AND CONSENT

AGENDA ITEMS:

LT. SCOTT LEE, FLORIDA FISH & WILDLIFE CONSERVATION COMMISSION (FWC), APPEARED TO DISCUSS PROBLEMS WITH PARKING OF FWC VEHICLES IN THE BEACHES AREA AND STEINHATCHEE. LT. LEE REQUESTED TWO (2) PARKING SPACES FOR LAW ENFORCEMENT AT KEATON BEACH AND 2 IN STEINHATCHEE. IT WAS A CONSENSUS OF THE BOARD TO AGENDA THIS MATTER FOR APPROVAL AT THE NEXT REGULAR MEETING OF THE BOARD TO BE HELD ON TUESDAY, MAY 15, 2012. LT. LEE FURTHER STATED THAT ADDITIONAL OFFICERS HAVE BEEN REQUESTED DURING SCALLOP SEASON.

CONSENT ITEMS:

ITEMS ON THE CONSENT AGENDA ARE ROUTINE OR TECHNICAL IN NATURE, HAVE BEEN PREVIOUSLY DISCUSSED BY THE BOARD, RESOLUTIONS OF A ROUTINE NATURE, AUTHORIZATION TO ADVERTISE ORDINANCES, PUBLIC HEARINGS, AND BID SPECIFICATIONS, ITEMS THAT HAVE A UNANIMOUS RECOMMENDATION OF THE PLANNING BOARD AND STAFF FOR APPROVAL, AND OTHER ITEMS AS AUTHORIZED BY THE BOARD (TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS RULES OF PROCEDURE, SECTION II, 14:(2)(c))

UPON MOTION OF COMMISSIONER PAGE, WITH SECOND BY COMMISSIONER FEAGLE, AND BY UNANIMOUS VOTE, THE BOARD APPROVED CONSENT ITEM NOS. FIVE (5) THROUGH TEN (10), AS FOLLOWS:

6. THE APPROVAL OF THE FOLLOWING CERTIFICATE OF PARTICIPATION TO SUBMIT A GRANT APPLICATION FOR THE 2012-2013 FDLE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM, AS AGENDAED BY MELODY COX, GRANTS COORDINATOR:

CERTIFICATE OF PARTICIPATION

Edward Byrne Memorial Justice Assistance Grant (JAG) Program

Date: May 1, 2012

Mr. Clayton H. Wilder
Administrator
Office of Criminal Justice Grants
Florida Department of Law Enforcement
2331 Phillips Road
Tallahassee, Florida 32308


Dear Mr. Wilder:

This is to inform you that the Board of County Commissioners Accepts x
Declines the invitation to serve as the coordinating unit of government in the Florida
Department of Law Enforcement's Edward Byrne Memorial Justice Assistance Grant
(JAG) Program.

For purposes of coordinating the preparation of our application(s) for grant funds with
the Office of Criminal Justice Grants, we have designated the following person:

Name: Melody Cox
Title: Grants Director
E-mail address: melody.cox@taylorcountygov.com
Agency: Taylor County Board of Commissioners
Address: 201 E. Green Street, Perry, FL 32347
Telephone: 850-838-3553 County: Taylor
Date: May 1, 2012

Sincerely,


Patricia Patterson
Chair, Board of County Commissioners

OCJG-024 (Rev. May 2011)

4. LINDA PINSON

NO OTHER PERSONS PRESENT REQUESTED TO SPEAK REGARDING THE LOCAL TRANSPORTATION DISADVANTAGED PROGRAM, THEREFORE THE CHAIRMAN CLOSED THE PUBLIC HEARING.

THE BOARD HAVING HERETOFORE ADVERTISED TO RECEIVE BIDS FOR FREQUENTIS PROJECT I3 NG9-1-1 SOLUTION FOR THE TAYLOR COUNTY 911 INFRASTRUCTURE, FOR THIS DATE AT 6:15 P.M., OR AS SOON THEREAFTER AS POSSIBLE.

THE FOLLOWING BIDS WERE RECEIVED:

1. KRAUS ASSOCIATES \$250,077

RENA COURTNEY, DUSTIN HINKLE AND SARA WIRICKE WERE APPOINTED AS A BID COMMITTEE TO STUDY THE BIDS RECEIVED AND TO MAKE A RECOMMENDATION TO THE BOARD AT THE NEXT REGULAR MEETING TO BE HELD ON TUESDAY, MAY 15, 2012.

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

HOSPITAL ITEMS:

RICHARD HUTH, CEO, DMH, APPEARED TO REQUEST, ON BEHALF OF THE DMH BOARD OF DIRECTORS, THAT THE COMMISSION CONSIDER DRAFTING A PROPOSED ORDINANCE, PURSUANT TO FLORIDA STATUTES 212.055, SUBPARAGRAPH 7, DEALING WITH HEALTH CARE, SPECIFICALLY TO IMPOSE A ONE-HALF ($\frac{1}{2}$) CENT INDIGENCY SURTAX, TO OFFSET INDIGENT CARE WRITE-OFFS AT DMH. IT WAS STATED THAT A $\frac{1}{2}$ CENT SALES TAX EQUATES TO APPROXIMATELY \$1,000,000 PER YEAR. THAT DMH CURRENTLY WRITES-OFF APPROXIMATELY \$700,000 PER MONTH IN INDIGENT CARE. THAT A REFERENDUM BE ADDED TO THE AUGUST BALLOT IN ORDER FOR THE VOTERS TO DECIDE ON THE SURTAX. A NUMBER OF THOSE PRESENT IN THE AUDIENCE SPOKE REGARDING THE PROPOSED REFERENDUM AND SURTAX.

COMMISSIONER FEAGLE STATED THAT SHE DOES NOT SUPPORT ANY NEW TAX.

CHAIRMAN PATTERSON STATED THAT IT IS NOT A POLITICAL ISSUE FOR HER.

7. THE RATIFICATION OF THE COUNTY ADMINISTRATOR'S SIGNATURE ON A SUBCONTRACT WITH D & L CONTRACTING, LLC, FOR THE FWC-11225 REEF CONSTRUCTION GRANT CONTRACT, AS AGENDAED BY FRED VOSE, COUNTY MARINE AGENT.
8. THE RATIFICATION OF THE COUNTY ADMINISTRATOR'S SIGNATURE ON QUARTERLY GRANT REPORTS FOR THE EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM, EMERGENCY MANAGEMENT PREPAREDNESS AND ASSISTANCE PROGRAM, FY 2009 STATE HOMELAND SECURITY GRANT PROGRAM, AND FY 2010 STATE HOMELAND SECURITY GRANT PROGRAM, AS AGENDAED BY DUSTIN HINKEL, EM DIRECTOR.
9. THE REVIEW OF 2ND. QUARTER VARIANCE REPORTS AND AMENDMENTS TO THE COUNTY HEALTH DEPARTMENT'S (TCHD) CORE CONTRACT, AS AGENDAED BY STEPHEN TULLOS, ADMINISTRATOR.
10. THE PAYMENT OF AN INVOICE, IN THE AMOUNT OF \$25,000, FOR EMERGENCY MEDICAL SERVICES (EMS) FOR THE MONTH OF APRIL, 2012, AS REQUESTED BY DOCTORS' MEMORIAL HOSPITAL (DMH).

BIDS/PUBLIC HEARINGS:

THE BOARD HAVING HERETOFORE ADVERTISED FOR A PUBLIC HEARING, FOR THIS DATE AT 6:10 P.M., OR AS SOON THEREAFTER AS POSSIBLE, TO UPDATE THE PUBLIC AND RECEIVE INPUT AS TO THE STATUS OF THE LOCAL TRANSPORTATION DISADVANTAGED PROGRAM.

MELODY COX, GRANTS COORDINATOR, APPEARED AND DISCUSSED THE PROGRAM AND THE NEED FOR SAME IN THE COUNTY.

ALL PERSONS PRESENT WERE GIVEN AN OPPORTUNITY TO DISCUSS AND ASK QUESTIONS REGARDING THE LOCAL TRANSPORTATION DISADVANTAGED PROGRAM.

SUPPORTERS PRESENT AND SPEAKING:

1. KENNETH BROWN
2. JESSICA HERNANDEZ
3. BOB ROOT

COMMISSIONER PAGE STATED THAT THE COUNTY MAY BE ABLE TO GET THE LEGISLATURE TO ALLOW THE DESIGNATION OF THIS 1/2 CENT TAX TO RELIEVE THE MEDICAID ISSUE. THAT HIS CONSTITUENTS ARE OPPOSED TO A 1/2 CENT SALES TAX.

THE COUNTY ADMINISTRATOR DISCUSSED THE MEDICAID OBLIGATION OF THE COUNTY IN THE NEXT FISCAL YEAR AND STATED THAT THE COUNTY NEEDS THE HOSPITAL IF THEY WANT TO INSURE ANY TYPE OF ECONOMIC DEVELOPMENT. AFTER DISCUSSION, COMMISSIONER PAGE MADE A MOTION, WITH SECOND BY COMMISSIONER HOUCK, TO AUTHORIZE THE COUNTY ATTORNEY TO DRAFT A PROPOSED ORDINANCE FOR THE BOARD'S CONSIDERATION, AND TO ALSO DRAFT THE WORDING FOR THE AUGUST BALLOT.

VOTING ON THE MOTION WAS AS FOLLOWS:

YEA: COMMISSIONERS PAGE, HOUCK AND PATTERSON

NAY: COMMISSIONERS FEAGLE AND WIGGINS

THE MOTION CARRIED.

THE COUNTY ATTORNEY TO REVIEW F.S. TO DETERMINE IF AN EXTRAORDINARY VOTE WILL BE REQUIRED ON THE PASSAGE OF THE PROPOSED ORDINANCE, AS WELL AS TO DETERMINE IF THE CITY WILL HAVE TO VOTE ON A SPLIT OF MONEY, OR IF THEY WILL BE REQUIRED TO ADOPT THEIR OWN ORDINANCE.

THE BOARD REVIEWED APPLICATIONS AND DISCUSSED THE APPOINTMENT OF ONE (1) APPLICANT TO FILL THE VACANCY ON THE DMH BOARD OF DIRECTORS.

SAID APPLICANTS WERE AS FOLLOWS:

BARRY L. HAFFER

WILLIAM E. BRYNES

SANDRA EVANS OLLER

EACH COMMISSIONER WAS INSTRUCTED TO RANK EACH APPLICANT ON A SCALE OF 1 TO 3, WITH 1 BEING THEIR FIRST CHOICE (THE APPLICANT WITH THE LOWEST SCORE WILL DETERMINE THE BOARD'S FIRST CHOICE FOR APPOINTMENT). BILL BRYNES APPEARED AND DISCUSSED THE PROCEDURES FOR FILLING THIS POSITION.

SANDRA EVANS OLLER APPEARED AND DISCUSSED HER DESIRE TO SERVE ON THE DMH BOARD.

THE VOTES WERE TALLIED AND THE APPLICANT WITH THE LOWEST TOTAL SCORE WAS BARRY L. HAFFER.

UPON MOTION OF COMMISSIONER HOUCK, WITH SECOND BY COMMISSIONER PAGE, AND BY UNANIMOUS VOTE, THE BOARD APPOINTED BARRY L. HAFFER TO FILL THE VACANCY ON THE DMH BOARD OF DIRECTORS, LEFT BY THE RESIGNATION OF CLINE MOORE.

PUBLIC REQUESTS:

JORDAN GREEN, FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT), APPEARED TO DISCUSS THE FOLLOWING TENTATIVE FIVE (5) YEAR WORK PROGRAM:

FLORIDA DEPARTMENT OF TRANSPORTATION
5 - YEAR TRANSPORTATION PLAN (\$ IN THOUSANDS)
TENTATIVE FY 2013 - 2017 (09/01/2012 14.49.49)

TAYLOR COUNTY

Item No	Project Description	Work Description	Length	2013	2014	2015	2016	2017
Highways: State Highways								
4135281	D2-TAYLOR COUNTY TRAFFIC SIGNAL MAINTENANCE AGREEMENT	TRAFFIC CONTROL DEVICES/SYSTEM	.000	24 OPS	24 OPS	25 OPS	26 OPS	27 OPS
2108854	SR 20 (US 27) @ FENHOLLOWAY RIVER BRIDGE #380004	BRIDGE REPLACEMENT	.104		6,219 CST	57 CST	58 CST	
4305491	SR 20 (US 27) FROM: US 19 TO: SJ TOM MOORE AVENUE	RESURFACING	.713	.59 PE	15 PE	937 CST		
4260731	SR 55 (US 221) ECONFINA RIVER BR. 380015 SHADY GROVE BRIDGE	BRIDGE REPLACEMENT	.071			4 PE		
4319441	SR55 (US19) FENHOLLOWAY RIVER BRIDGE NO 380059	BRIDGE-REPAIR/REHABILITATION	.039	55 PE		8,086 CST		
2108922	TAYLOR COUNTY DDR TARGET	FUNDING ACTION	.000				180 CST	
Highways: Local Roads								
4318431	CR 252 (N. ELLISON) FR CR 356/GREEN ST. TO CR 255/AVE. ELLISON RD	RESURFACING	.629		239 CST			
4316421	CR 356C (FOLEY CUTOFF F) FROM: CR 30 TO: US 27	RESURFACING	1.717			689 CST		
4305171	CR 361 FR: DARK ISLAND DRIVE TO: KEATON BEACH DRIVE	BIKE LANE/SIDEWALK	2.461	25 PDE		137 PE		1,508 CST
4306921	CR361 (ROBERT AMAN RD) FR E. OF JOEL AMAN RD TO CR 361	WIDEN/RESURFACE EXIST LANES	1.090		370 CST			
4307251	OSTEEN ROAD FROM: SR 30/US 98 TO: CR 361A	RESURFACING	1.840	752 CST				
Highways: Off State Hwy Sys/Off Fed Sys								
4285731	CR 14A ECONFINA RIVER BRIDGE # 384008	BRIDGE REPLACEMENT	.023	550 PDE		360 PE		3 ROW
4307411	E. ELLISON ROAD FROM CR 252 TO: CR 225A	RESURFACING	.990	419 CST				
4297502	TAYLOR COUNTY SAFETY SIGNING-PAVEMENT MARKING ON TWO LANE RURAL ROADS	SIGNING/PAVEMENT MARKINGS	21.796		700 CST			
Public Trans.: Aviation								
4313571	PERRY FOLEY APT APT MASTER LAYOUT PLAN UPDATE PFL0009298	AVIATION CAPACITY PROJECT	.000		168 CAP			
4314431	PERRY FOLEY APT AUTO GATES WITH CARD READERS PFL0009304	AVIATION SECURITY PROJECT	.000	75 CAP				
4313551	PERRY FOLEY APT CONCRETE APRON REPAIR PHASE I PFL0008968	AVIATION PRESERVATION PROJECT	.000		400 CAP			
4312741	PERRY FOLEY APT CONCRETE APRON REPAIR PHASE II PFL0009328	AVIATION PRESERVATION PROJECT	.000				400 CAP	250 CAP
2173325	PERRY FOLEY APT DESIGN & CONSTRUCT BOX HANGARS PFL0008152	AVIATION PRESERVATION PROJECT	.000			250 CAP		
4288241	PERRY FOLEY APT INST MED INTENSITY TAXIWAY LIGHTS & APT SIGN PFL5840	AVIATION PRESERVATION PROJECT	.000				340 CAP	
2173324	PERRY FOLEY APT PURCHASE NEW FUEL FARM & JET A & 100LL PFL0005841	AVIATION REVENUE/OPERATIONAL	.000	240 CAP				
4314441	PERRY FOLEY APT REPLACE EXISTING LGTS ON RUNWAY 18/36 PFL0008426	AVIATION PRESERVATION PROJECT	.000	370 CAP				
Public Trans.: Transit								
4233251	TAYLOR COUNTY FED SECT 5311 RURAL TRANSIT FUNDING	OPERATING/ADMIN. ASSISTANCE	.000	198 OPS	208 OPS			
4272881	TAYLOR COUNTY FED SECT 5311 RURAL TRANSIT FUNDING	OPERATING/ADMIN. ASSISTANCE	.000			219 OPS	230 OPS	241 OPS

THAT ANY BOARD PRIORITIES ARE DUE BY JULY 1, 2012.

THE COUNTY ADMINISTRATOR RECOMMENDED ADDING THE EXTENSION OF THE
SIDEWALK ALONG GREEN STREET DOWN SAN PEDRO TO THE TAYLOR COUNTY
ELEMENTARY SCHOOL (ADD TO LIST-SEPARATE FUNDING).

COUNTY STAFF ITEMS:

UPON MOTION OF COMMISSIONER PAGE, WITH SECOND BY COMMISSIONER WIGGINS,
AND BY UNANIMOUS VOTE, THE BOARD REVIEWED/APPROVED AMENDMENT NUMBER 1,
TO EXTEND THE FLORIDA BOATING IMPROVEMENT PROGRAM (FBIP) GRANT
CONTRACT, WHICH PROVIDES FUNDING ASSISTANCE FOR CONSTRUCTION OF A
PARKING FACILITY AT KEATON BEACH COASTAL PARK, TO JUNE 30, 2013, AS
REQUESTED BY THE GRANTS COORDINATOR.

SAID AMENDMENT IS AS FOLLOWS:

FWC Contract No. 10253

AMENDMENT NO. 1 TO AGREEMENT

This AMENDMENT TO AGREEMENT is entered into by and between the FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION ("COMMISSION") and the TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS ("GRANTEE"), and amends that Agreement entered into between the COMMISSION and the GRANTEE dated July 11, 2011, and hereinafter referred to as the "ORIGINAL AGREEMENT".

IN CONSIDERATION of the mutual covenants and conditions set forth herein and in the ORIGINAL AGREEMENT, the parties agree to amend the ORIGINAL AGREEMENT as follows, which amendments shall govern to the exclusion of any provision of the ORIGINAL AGREEMENT to the contrary:

1. Paragraph 23 of the ORIGINAL AGREEMENT is hereby amended to read as follows:

TERM OF AGREEMENT: This Agreement shall begin upon execution by both parties and end June 30, 2033, inclusive. However, the GRANTEE shall complete all Phase I project services on or before June 30, 2013. The GRANTEE shall not be eligible for reimbursement for services rendered prior to the execution date of this Agreement nor after the termination date of the Agreement.



2. No funds in addition to those provided for in the ORIGINAL AGREEMENT are authorized or allocated by this AMENDMENT TO AGREEMENT.

All provisions of the ORIGINAL AGREEMENT not specifically amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT TO AGREEMENT on the date and year last written below.

TAYLOR COUNTY
BOARD OF COUNTY COMMISSIONERS

FLORIDA FISH AND WILDLIFE
CONSERVATION COMMISSION


Chairman, or designee
Executive Director, or designee

5/1/12
Date

Date

Approved as to form and legality:

Approved as to form and legality:

Grantee Attorney


FWC Attorney

UPON MOTION OF COMMISSIONER PAGE, WITH SECOND BY COMMISSIONER WIGGINS, AND BY UNANIMOUS VOTE, THE BOARD REVIEWED/APPROVED SECTION 306A, PROJECT CHECKLIST AND STATEMENT OF REAL PROPERTY OWNERSHIP FORM, IN CONNECTION WITH THE 2012-2013 COASTAL PARTNERSHIP INITIATIVE (CPI) GRANT, FOR FUNDING ASSISTANCE FOR THE IDEAL BOAT RAMP PROJECT IN STEINHATCHEE, AS REQUESTED BY THE GRANTS COORDINATOR. SAID DOCUMENTATION IS AS FOLLOWS:

Section 306A Project Checklist

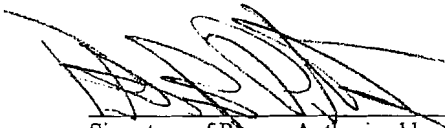
Florida Coastal Management Program (FCMP) subgrant applicants must complete a Section 306A Project Checklist for each Coastal Zone Management Act (CZMA) section 306A project and submit it to the FCMP as part of the subgrant application process. A complete and signed checklist, title document or any other required information are necessary for ultimate project approval by the FCMP and NOAA.

Project Title: Ideal Boating Facility & Park (Steinhatchee)

Project Applicant: Taylor County, Florida

Total Project Cost: \$60,000 FCMP Funds: \$30,000 Match Funds: \$30,000

(1) THE STATEMENTS MADE AND OTHER INFORMATION PROVIDED IN THIS CHECK-LIST ARE, TO THE BEST OF MY KNOWLEDGE, TRUE AND ACCURATE; (2) THE PROJECT DESCRIBED IN THIS CHECKLIST IS CONSISTENT WITH CZMA SECTION 306A AND SECTION 306A GUIDANCE; (3) THE APPLICANT HAS PROVIDED OR WILL PROVIDE TO THE FCMP THE DOCUMENTS IDENTIFIED IN THIS CHECKLIST; AND (4) I UNDERSTAND THE CONSEQUENCES, AS DESCRIBED IN SECTION 306A GUIDANCE, IF THE PROJECT DESCRIBED IN THIS CHECKLIST DOES NOT COMPLY WITH CZMA SECTION 306A AND THE SECTION 306A GUIDANCE.


Signature of Person Authorized by the Recipient
Agency to Submit Project Proposal

May 1, 2012
Date

Name of Signatory (please print or type): Patricia Patterson

Title: Chairperson

Address: 201 E. Green St., Perry, Fl 32347

Phone Number: 850-838-3500

(The 306A Checklist begins numbering with Item 6 to conform to numbering on certification and checklist, which the FCMP must provide to NOAA.)

6. Project Description: (briefly describe the project and project location)

The Ideal Boat Ramp and Park is located at the mouth of the Steinhatchee River and the Gulf of Mexico in Steinhatchee, Florida. The site was acquired by Taylor County in 2011 with funding assistance from the Florida Fish & Wildlife Conservation Commission and the U.S. Fish & Wildlife Service Sport Fish Restoration Boater Access Program. Taylor County requests FCMP funds to improve access to the boating facility and park, specifically, for a paved parking area and construction of a pavilion with picnic tables and benches. Permits have been issued for the new parking area from the Suwannee River Water Management District and the U.S. Army Corps of Engineers; the parking facility will include a storm water treatment area to ensure that runoff does not directly discharge into the boat basin. Security lighting will also be installed near the pavilion, and the county will remove non-native vegetation, landscape the pavilion area with "Florida Friendly" vegetation and install educational and coastal stewardship signage. A project location map is included with this checklist.

7. Public Benefit:

- a. The project will be located on a property that is publicly owned or accessible via a publicly-held easement. ☒ Yes ☐ No
- b. The project will be for public benefit. ☒ Yes ☐ No
- c. The project will not improve private property and/or result in private or commercial gain.
☐ Yes ☐ No

If the answer to any of the above is No, the project is not eligible for section 306A funding.

- d. The state or sub-recipient will need to secure an easement or lease to conduct the project (i.e., because the state or sub-recipient does not own the property). ☐ Yes ☒ No

If the answer to 7d. is Yes, attach a copy of the easement or lease to this checklist; if No, go on to 7e.

What is the term of the easement or lease (provide date of expiration or specify if in perpetuity)? N/A

The easement or lease contains a reversionary clause. ☐ Yes ☐ No ☐ Not Applicable

- e. The project will be open to the general public. ☒ Yes ☐ No ☐ N/A

If the answer to 7e. is No, the project is not eligible for section 306A funding unless access is to be limited for a legitimate reason, such as public safety, resource protection, or scientific research. Attach an explanation for why the project will not be open to the public and describe the public benefits that would be provided by the project in the absence of public access.

- f. The public will be charged a user fee to access the project ☐ Yes ☒ No ☐ N/A

If the answer to 7f. is Yes, attach an explanation for the user fee, including the amount, whether there will be differential fees (and a justification thereof), the need for the fees, and proposed use of the revenue.

8. Involvement of Non-profit Organizations:

The sub-recipient will contract with a non-profit organization to complete part or all of the project.

☐ Yes ☒ No If the answer to 8 is Yes, the name of the organization is: _____

9A. Supporting Documentation for Low-Cost Construction Projects

- a. A title opinion, title insurance commitment/certificate, or affidavit showing that the property on which the proposed project will be located is publicly-owned, leased, or under easement in perpetuity or for the expected life of the project (at least 20 years) is attached. ☒ Yes ☐ No
- b. The applicant has submitted a site plan for the project. ☒ Yes ☐ No
- c. The applicant has submitted a site location map for the project. ☒ Yes ☐ No

(Go on to 10.)

9B. Supporting Documentation for Land Acquisition Projects:

- a. A title opinion, title insurance commitment/certificate showing that the property to be acquired is owned by the contracted seller and is free of encumbrances that could affect the future viability of the property in its intended use is attached. ☐ Yes ☐ No ☐ N/A
- b. The applicant has obtained an independent appraisal of the fair market value for the property to be purchased that was development pursuant to the Section 306A Guidance. ☐ Yes ☐ No

10. National Historic Preservation Act and State Historic Preservation Officer's (SHPO) Clearance:

- a. The project will affect sites listed or eligible to be listed on the National Register of Historic Places or a similar State registry. ☐ Yes ☒ No
- b. The applicant has submitted the SHPO clearance. ☐ Yes ☒ No

If the answer to 10b. is No, the applicant certifies, by signing this checklist, that the applicant is seeking SHPO clearance and that work will not begin and/or land will not be purchased until SHPO clearance is received by the applicant and submitted to the FCMP.

11. National Flood Insurance Program:

- a. The project involves land acquisition to support construction or actual construction. Yes ☐ No ☒
(If the answer to 11a. is No, go on to 12)
- b. The project will be located in a Special Flood Hazard Area shown on a National Flood Insurance Program (NFIP) Flood Insurance Rate Map. ☒ Yes ☐ No (If the answer to 11b. is No., go on to 12)
- c. The community in which the project will be located is participating in the NFIP. ☒ Yes ☐ No.
If the answer to 11c. is No, the project is not eligible for section 306A funding.

12. Coastal Barriers Resource Act:

The project is located on a coastal barrier island designated as a unit of the Coastal Barriers Resources System. ____ Yes X No

If the answer to 12. is Yes, attach to this checklist a brief analysis as to how the proposed project is consistent with the three CBRA purposes: to minimize (1) the loss of human life, (2) wasteful federal expenditures, and (3) damage to fish, wildlife and other natural resources.

13. Endangered Species Act:

- a. There are known listed threatened or endangered plant or animal species or their critical habitat (as defined by the Endangered Species Act) that are under the jurisdiction of the National Marine Fisheries Service (NMFS) or U.S. Fish and Wildlife Service (USFWS) on the proposed project site.
X Yes ____ No

See attached
 If the answer to 13a. is Yes, attach a list of the species and/or their critical habitats.

- b. The proposed project may have adverse effects on species listed or proposed for listing as endangered or threatened or on their designated critical habitats. ____ Yes X No

If the answer to 13b. is Yes, attach a description of the species and/or habitats affected, the adverse effects (minor and significant effects), and any coordination that has occurred between the state and the USFWS or NMFS. NOAA will not approve a project that USFWS or NMFS has determined will have significant adverse effects on listed species or their critical habitat.

14. National Environmental Policy Act:

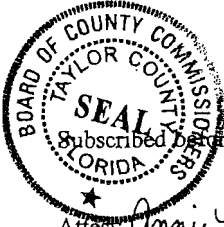
- a. The proposed project may significantly affect the quality of the human environment. ____ Yes X No
- b. The proposed project involves unresolved conflicts concerning alternative uses of available resources. ____ Yes X No
- c. This action may have significant adverse effects on public health and safety. ____ Yes X No
- d. This action may have highly controversial effects to the human environment. ____ Yes X No
- e. This action may have highly uncertain and potentially significant environmental effects or involve unique or unknown risks. ____ Yes X No
- f. The project may have significant adverse impacts on other natural resources not covered elsewhere in this checklist, e.g., beaches and dunes, wetlands, estuarine areas, wildlife habitat, wild or scenic rivers, reefs, or other coastal resources. ____ Yes X No
- g. The project's effects may be individually insignificant, but their addition to effects from existing and reasonably foreseeable actions may result in cumulatively significant impacts. ____ Yes X No

If the answer to any one subpart of 14. is Yes, then additional NEPA review and documentation may be required. Attach a description of the resource(s) affected, the nature and scope of the effects, and information explaining why the applicant believes an Environmental Assessment (EA) or an Environmental Impact Statement (EIS) should not be required. CPD may require additional environmental information in cases where potential impacts are not clearly described or where probable impacts require an EA or EIS.


**STATEMENT
OF
REAL PROPERTY OWNERSHIP**

I, Patricia Patterson, state upon personal knowledge the following to be true:

1. Ideal Boating Facility & Park (Steinhatchee) is located in Taylor County.
2. I, Patricia Patterson, am the Chairman of Taylor County Board of Commissioners and have the authority to say that the referenced property is owned by Taylor County Board of Commissioners.
3. The property referenced is owned by the Taylor County Board of Commissioners. There are no encumbrances on the property that may interfere with it being used for this project.



Attest: Annie Mae Murphy
Clerk of Court



Signature of Official

Notary Public

Commission Expires

UPON MOTION OF COMMISSIONER WIGGINS, WITH SECOND BY COMMISSIONER
HOUCK, AND BY UNANIMOUS VOTE, THE BOARD AUTHORIZED THE UTILIZATION OF
A COMPETITIVELY PROCURED CONTRACT FROM JACKSON COUNTY, TO PURCHASE A
SUPPLEMENTAL ALI DATABASE, AS REQUESTED BY RENA COURTNEY, E911
COORDINATOR.

SAID MUTUAL AGREEMENT IS AS FOLLOW:



Rave
MOBILE SAFETY

Rave Mobile Safety
50 Speen Street
Framlingham MA 01701

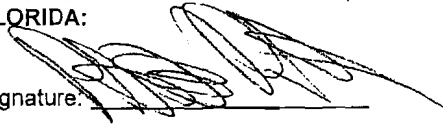
RaveMobileSafety.com
888.605.7164

**Mutual Agreement
to Accept Contract Terms and Conditions Regarding
Smart911 Services**

Taylor County, Florida (the "[County]") hereby agrees to retain Rave Mobile Safety ("Rave") to provide Smart911 services on behalf of the County based on the same contractual arrangements, terms, and conditions that exist between Rave Mobile Safety and Jackson County, Florida for Smart911 services executed by Jackson County, Florida on January 25, 2012.

Please acknowledge the County's acceptance of the Jackson County, Florida competitively bid contract terms and conditions by having an authorized representative of the County sign below.

APPROVED BY TAYLOR COUNTY,
FLORIDA:

Signature: 

Printed Name: Patricia Patterson

Title: Chairman

Date: 5/1/12

APPROVED BY RAVE MOBILE
SAFETY:

Signature: _____

Printed Name: Jenna Keith

Title: VP, Finance and Administration

Date: _____

Software solutions for individual, group and public safety.

UPON MOTION OF COMMISSIONER PAGE, WITH SECOND BY COMMISSIONER HOUCK, AND BY UNANIMOUS VOTE, THE BOARD REVIEWED/APPROVED SUBMITTAL OF A GRANT APPLICATION TO THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, DIVISION OF FORESTRY, VOLUNTEER FIRE ASSISTANCE GRANT PROGRAM, TO ASSIST IN THE PURCHASE OF SLERS RADIOS FOR THE VOLUNTEER FIRE DEPARTMENT, AS REQUESTED BY THE GRANTS COORDINATOR.

GENERAL BUSINESS:

UPON MOTION OF COMMISSIONER WIGGINS, WITH SECOND BY COMMISSIONER HOUCK, AND BY UNANIMOUS OTE, THE BOARD APPOINTED COMMISSIONER PAGE TO THE SUWANNEE RIVER ECONOMIC COUNCIL, INC. BOARD OF DIRECTORS, AS REQUESTED BY FRANCES TERRY, EXECTUVE DIRECTOR.

COUNTY ADMINISTRATOR ITEMS:

THE BOARD DISCUSSED THE ADOPTION OF A RESOLUTION ELECTING TO WITHDRAW AS A MEMBER OF PUBLIC RISK MANAGEMENT (PRM) OF FLORIDA GROUP HEALTH TRUST, EFFECTIVE OCTOBER 1, 2012.

UPON MOTION OF COMMISSIONER WIGGINS, WITH SECOND BY COMMISSIONER FEAGLE, AND BY UNANIMOUS VOTE, THE BOARD AUTHORIZED THE COUNTY ATTORNEY TO READ THE PROPOSED RESOLUTION BY TITLE.

IT WAS STATED THAT THIS ACTION ALLOWS THE BOARD TO SEEK ANOTHER COMPANY TO SUBMIT PROPOSALS FOR HEALTH INSURANCE.

UPON MOTION OF COMMISSIONER PAGE, WITH SECOND BY COMMISSIONER FEAGLE, AND BY UNANIMOUS VOTE, THE BOARD ADOPTED THE FOLLOWING RESOLUTION TO WITHDRAW AS A MEMBER OF PUBLIC RISK MANAGEMENT (PRM) OF FLORIDA GROUP HEALTH TRUST, EFFECTIVE OCTOBER 1, 2012:

RESOLUTION

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA, ELECTING TO WITHDRAW AS A MEMBER OF THE PUBLIC RISK MANAGEMENT OF FLORIDA (PRM) HEALTH TRUST EFFECTIVE OCTOBER 1, 2012; DIRECTING THE COUNTY ADMINISTRATOR TO ISSUE WRITTEN NOTICE OF SUCH ELECTION; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Taylor County, Florida is party to an intergovernmental cooperative agreement which provides for its participation in Public Risk Management of Florida (PRM) Group Health Trust; and

WHEREAS, Section 4.3 of said agreement provides members must serve the Executive Director with prior written notice of its intent to withdraw at least sixty (60) days prior to the beginning of the Fiscal Year for which the notice to withdraw is applicable; and

WHEREAS, the Taylor County Board of County Commissioners has determined that issuance of said notice to facilitate investigation and consideration of other health benefit options for the fiscal year commencing on October 1, 2012 best serves the interests of Taylor County.

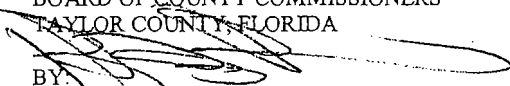
NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of Taylor County, Florida, as follows:

- 1) That Taylor County hereby elects to withdraw as a member of PRM Group Health Trust effective October 1, 2012 subject to final confirmation of such action on or before ten (10) days prior to the beginning of such Fiscal Year, pursuant to Section 4.2 and 4.3 of the related intergovernmental cooperative agreement as amended and restated through January 1, 2011.
- 2) The County Administrator is hereby directed to issue written notice of Taylor County's intent to withdraw from PRM Group Health Trust to its Executive Director, such notice to be accompanied by a certified copy of this Resolution, on or before August 1, 2012.
- 3) This Resolution shall become effective immediately upon its adoption.

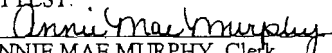
THIS RESOLUTION IS PASSED AND ADOPTED in regular session this 1st day of May



BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA

BY: 
Patricia "Pat" Patterson, Chair

ATTEST:


ANNIE MAE MURPHY, Clerk

UPON MOTION OF COMMISSIONER PAGE, WITH SECOND BY COMMISSIONER WIGGINS, AND BY UNANIMOUS VOTE, THE BOARD APPROVED A TRANSFER OF FUNDS, IN THE AMOUNT OF \$70,949, FROM MSTU FUND RESERVES FOR EQUIPMENT TO TAYLOR COUNTY FIRE RESCUE, FOR THE ACQUISITION OF SLERS RADIOS FOR THE VOLUNTEER FIRE DEPARTMENT, AS DISCUSSED AT THE APRIL 24, 2012 WORKSHOP.

UPON MOTION OF COMMISSIONER PAGE, WITH SECOND BY COMMISSIONER WIGGINS, AND BY UNANIMOUS VOTE, THE BOARD APPROVED A TRANSFER OF FUNDS, IN THE AMOUNT OF \$19,540, FROM GENERAL FUND RESERVES FOR CAPITAL PROJECTS TO TAYLOR COUNTY EMERGENCY MANAGEMENT, TO MOVE THE COUNTY'S DISPATCH AND 911 CENTER FROM THE COUNTY JAIL TO THE COUNTY EMERGENCY OPERATIONS CENTER (EOC), AS DISCUSSED AT THE APRIL 24, 2012 WORKSHOP.

UPON MOTION OF COMMISSIONER PAGE, WITH SECOND BY COMMISSIONER FEAGLE, AND BY UNANIMOUS VOTE, THE BOARD AUTHORIZED THE COUNTY ATTORNEY TO READ BY TITLE, A RESOLUTION TO ACCEPT AN ECONOMIC DEVELOPMENT TRANSPORTATION FUND (EDTF) GRANT FOR \$1,400,000, TO PAVE A ROAD AND TO ACCEPT FUTURE MAINTENANCE OF THE ROAD, CONTINGENT UPON THE ENTITY KNOWN AS PROJECT PHOENIX CLOSING ON THE PROPERTY.

COMMISSIONER WIGGINS MADE A MOTION, WITH SECOND BY COMMISSIONER FEAGLE, TO ADOPT SAID RESOLUTION. THE MOTION PASSED BY UNANIMOUS VOTE OF THE BOARD.

SAID RESOLUTION IS AS FOLLOWS:

RESOLUTION

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA, ACCEPTING AN ECONOMIC DEVELOPMENT TRANSPORTATION FUND (EDTF) GRANT ON BEHALF OF PROJECT PHOENIX, ACCEPTING FUTURE MAINTENANCE AND OTHER ATTENDANT COST OCCURRING AFTER COMPLETION OF THE PROJECT, CONTINGENT UPON THE ENTITY CURRENTLY IDENTIFIED AS PROJECT PHOENIX CLOSING ON THE PROPERTY, THE REQUIRED RIGHT OF WAY BEING DONATED TO THE COUNTY AND OBTAINMENT OF THE NECESSARY PERMITS AS DETAILED IN THE EDTF AGREEMENT.

WHEREAS, the Taylor County Board of County Commissioners recognizes economic development within Taylor County is critical to the well-being of our citizens; and

WHEREAS, Taylor County is identified by the State of Florida as being a Rural Area of Critical Economic Concern (RACEC); and

WHEREAS, the Company currently identified as Project Phoenix wishes to relocate to our community bringing 100 jobs to Taylor County; and

WHEREAS, the estimated capital investment is over 9 million dollars; and

WHEREAS, Project Phoenix in accepting state tax incentives has waived the county tax incentive match; and

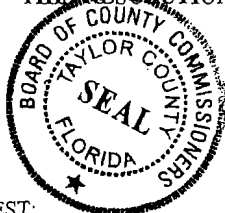
WHEREAS, the entity known as Project Phoenix will not locate in Taylor County, unless there is a paved road maintained by the county; and

WHEREAS, the road right-of-way for this project is being donated to the county by the current property owner, and the State of Florida is providing a grant to the Taylor County on behalf of project Phoenix of \$1,400,000 to pave the road and associated turn off lanes; and

WHEREAS, the Taylor County Board of County Commissioners wishes to bring these jobs to our community to help improve the lives of our citizens.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of Taylor County, Florida, accepts the Economic Development Transportation Fund (EDTF) Grant of \$1,400,000 and accepts future maintenance and other attending cost of the road contingent upon the entity currently identified as Project Phoenix closing on the property, the required right-of-way being donated by the current property owner, and the obtainment of the required permits identified in the EDTF grant.

THIS RESOLUTION IS PASSED AND ADOPTED in regular session this 1st day of May 2012.



ATTEST:

Annie Mae Murphy
ANNIE MAE MURPHY, Clerk
jrb

BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA

BY: *[Signature]*

Patricia "Pat" Patterson, Chair

THE COUNTY ADMINISTRATOR DISCUSSED THE FOLLOWING INFORMATIONAL ITEMS:

1. MR. BROWN PRESENTED A SCHEDULE OF MEETING TIMES OF OTHER COUNTIES AND DISCUSSED THE MEETING DATES AND TIMES FOR TAYLOR COUNTY. COMMISSIONER FEAGLE STATED THAT SHE IS NOT OPPOSED TO CHANGING WORKSHOP TIMES FROM 3:00 P.M. TO A LATER TIME. COMMISSIONER PAGE RECOMMENDED CHANGING THE WORKSHOP TIME TO 5:30 P.M.
2. MR. BROWN COMMENDED ALL INVOLVED WITH THE COUNTY'S AUDIT AND THE GREAT AUDIT REPORT RECEIVED THIS DATE.

ADDITIONAL COMMENTS AND CONCERNS FROM THE PUBLIC FOR

NON-AGENDAED ITEMS:

NONE

BOARD INFORMATIONAL ITEMS:

COMMISSIONER WIGGINS EXPRESSED HIS APPRECIATION TO ALL IN CONNECTION WITH UNITED WAY, WITH \$294,000 BEING RAISED.

COMMISSIONER FEAGLE DISCUSSED THE AUCILLA RIVER BRIDGE REPLACEMENT IS PROCEEDING PER THE CONTRACT.

COMMISSIONER FEAGLE REPORTED ON THE STATUS OF ASBESTOS REMOVAL AT THE OLD HOSPITAL BUILDING.

COMMISSIONER FEAGLE REPORTED ON THE STATUS OF SAND SPUR REMOVAL AT HODGES PARK AND SAND PLACEMENT.

COMMISSIONER FEAGLE STATED THAT DMH IS A GREAT HOSPITAL FACILITY, BUT IT CANNOT SUPPORT A TAX INCREASE.

COMMISSIONER FEAGLE EXPRESSED HER APPRECIATION TO ALL FOR THE GREAT AUDIT REPORT THIS DATE.

THE BOARD EXPRESSED THEIR APPRECIATION TO ALL IN ATTENDANCE AT THE MEETING THIS DATE.

AFTER EXAMINATION OF THE CURRENT BILLS BY THE BOARD, COMMISSIONER FEAGLE MOVED, WITH SECOND BY COMMISSIONER HOUCK, AND UNANIMOUSLY PASSED BY THE BOARD, THAT THE MONTHLY BILLS BE APPROVED AS FOLLOWS:

FUND	WARRANT NOS.
GENERAL REVENUE FUND	044430 THROUGH 044501 INCLUSIVE
ROAD AND BRIDGE FUND	5012083 THROUGH 5012107 INCLUSIVE

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

THE HOUR BEING APPROXIMATELY 9:00 P.M., AND THERE BEING NO FURTHER BUSINESS, COMMISSIONER PAGE MADE A MOTION, WITH SECOND BY COMMISSIONER FEAGLE, TO ADJOURN. THE MOTION TO ADJOURN PASSED BY UNANIMOUS VOTE OF THE BOARD, SUBJECT TO CALL.

BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA

BY: _____

PATRICIA PATTERSON, CHAIRMAN

ATTEST:

ANNIE MAE MURPHY, CLERK

4A

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

The Board to consider approval of a Resolution proclaiming the Board's recognition of Memorial Day as agendaed by Commissioner Pam Feagle.

MEETING DATE REQUESTED:

May 1, 2012

Statement of Issue: See the attached resolution

Recommended Action: Motion to approve the resolution

Fiscal Impact: N/A

Budgeted Item: No

Submitted By: Jack R. Brown, County Administrator

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

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

Attachments: 1. Proposed resolution

RESOLUTION

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA, PROCLAIMING MONDAY, MAY 28TH, 2012 AS MEMORIAL DAY HONORING THOSE THAT DIED IN AMERICA'S DEFENSE.

WHEREAS, the Taylor County Board of County Commissioners recognizes in 1971, the Congress of the United States declared Memorial Day a national holiday to be celebrated the last Monday in May; and

WHEREAS, Memorial Day is celebrated at Arlington National Cemetery with a ceremony in which a small American flag is placed on each grave; and

WHEREAS, it is customary for the President or the Vice-President to give a speech honoring the contributions of the dead and lay a wreath at the Tomb of the Unknowns; and

WHEREAS, we the enjoy freedom today because of the individuals who paid for our tomorrows with their precious lives; and

WHEREAS, many from Taylor County who answered the call to defend America never returned at great cost not only to them but their families and our community as well; and

WHEREAS, we, the Taylor County Board of County Commissioners, wish to honor our fallen patriots, and their families, and reflect upon the ideals and values which they stood for and died defending.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of Taylor County, Florida, that we hereby proclaim our recognition of Monday, May 28, 2012 as Memorial Day.

THIS RESOLUTION IS PASSED AND ADOPTED in regular session this 15th day of May 2012.

BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA

BY: _____
Patricia "Pat" Patterson, Chair

ATTEST:

ANNIE MAE MURPHY, Clerk

jrb

4B

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

The Board to consider approval of a Resolution proclaiming the Board's recognition of Saturday May 19, 2012, as Armed Forces Day as agendaed by Commissioner Pam Feagle.

MEETING DATE REQUESTED:

May 15, 2012

Statement of Issue: See the attached resolution

Recommended Action: Motion to approve the resolution

Fiscal Impact: N/A

Budgeted Item: No

Submitted By: Jack R. Brown, County Administrator

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

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

Attachments: 1. Proposed resolution

RESOLUTION

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA, PROCLAIMING SATURDAY, MAY 19TH, 2012 AS ARMED FORCES' DAY HONORING RESIDENTS OF TAYLOR COUNTY WHO SERVED AND ARE SERVING IN THE ARMED FORCES OF THE UNITED STATES, INCLUDING ALL ACTIVE DUTY, RESERVES, AND NATIONAL GUARD.

WHEREAS, the Taylor County Board of County Commissioners recognizes the freedom and security that we enjoy today are a direct result of the bloodshed and continued vigilance given by the United States Armed Forces over the history of our great nation; and

WHEREAS, the sacrifices such members of the United States Armed Forces and of the family members that support them, have preserved the liberties that have enriched this nation making it a beacon of freedom on a hill, for the rest of the world; and

WHEREAS, on May 20, 1950, President Harry S. Truman proclaimed Armed Forces Day as the third Saturday in May and established it as a day to honor all the men and women who have and who currently serve in the United States Armed Forces, including service on active duty, the reserves, or the national guard.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of Taylor County, Florida, that we hereby proclaim our recognition of Monday, May 19, 2012 as Armed Forces Day.

THIS RESOLUTION IS PASSED AND ADOPTED in regular session this 15th day of May 2012.

BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA

BY: _____
Patricia "Pat" Patterson, Chair

ATTEST:

ANNIE MAE MURPHY, Clerk

jrb

20A

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE COUNTY ADMINISTRATOR TO ADDRESS THE BOARD REGARDING UNFOUNDED RUMORS OF ACCEPTING PAY INCREASES WHILE COUNTY EMPLOYEES DID NOT RECEIVE INCREASES.

MEETING DATE REQUESTED:

5/15/2012

Statement of Issue: The County Administrator to discuss recent accusations

Recommended Action: N/A

Fiscal Impact: N/A

Budgeted Expense: N/A

Submitted By: Jack Brown, County Administrator

Contact: 838-3500 ext 7

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

Attachments: County Finance Director email

Dustin Hinkel

From: Jack Brown
Sent: Tuesday, May 15, 2012 4:20 PM
To: Dustin Hinkel
Subject: FW: County Administrator - no pay increase
Attachments: scan email.pdf

Dustin,

Please add this to the amended agenda. Thanks, Jack

Jack R. Brown
County Administrator
Taylor County
201 East Green Street
Perry, FL 32347
Email: Jack.Brown@taylorcountygov.com
Website: <http://www.taylorcountygov.com/>
Phone: (850) 838-3500, Ext. 7
Fax: (850) 838-3501

Please note: Florida has a very broad public record law. Most written communications to and from officials regarding business are available to the media and the public upon request. Your email communications may be subject to public disclosure.

From: Tammy Taylor [<mailto:ttaylor@taylorclerk.com>]
Sent: Tuesday, May 15, 2012 9:43 AM
To: Pat Patterson; Pam Feagle; Lonnie Houck; Mark Wiggins; Malcolm Page
Cc: Jack Brown
Subject: County Administrator - no pay increase

Please see attached. I just wanted to make sure that you all are aware that Jack has "refused" any pay increase since 10/1/08 (last pay increase for County employees), even though his contract specifies otherwise.

Thanks-

Tammy Taylor
County Finance Director
P.O. Box 620
Perry, FL 32348
(850) 838-3506, ext.122
(850) 838-3540 (fax)
ttaylor@taylorclerk.com



OFFICE OF
CLERK OF THE CIRCUIT COURT
TAYLOR COUNTY

108 N. JEFFERSON — P. O. BOX 620
PERRY, FLORIDA 32348

ANNIE MAE MURPHY
CLERK OF THE CIRCUIT COURT
AND
CLERK AND AUDITOR
BOARD OF COUNTY COMMISSIONERS

PHONE (850) 838-3506
SUNCOM 282-3025 • 282-3026
FAX (850) 838-3549

DATE: May 15, 2012
TO: Board of County Commissioners
FROM: Tammy Taylor, ^{TT}County Finance Director
SUBJECT: Annual Pay Increases

I am sending this information to you, for clarification purposes, as I have become aware of comments/concerns regarding the County Administrator and this subject.

10/1/2008 was the last date that the Board of County Commissioners authorized annual pay increases for County employees. Since that date, County employees have NOT received annual pay increases.

Subsequent to 10/1/2008, the Elected Officials may have received pay increases (or decreases), as these salaries are set by the Florida Legislature.

Although the employment contract for the County Administrator states that his "annual base salary" will be the "equivalent to the highest paid Constitutional Officer in Taylor County", the **County Administrator has NOT accepted a pay increase since 10/1/2008**. (Documentation is on file in the County Finance Department to evidence the County Administrator's refusal of any pay increase.)

Furthermore, the County Administrator has not accepted, nor received, any annual "bonus", Christmas gift card, or "year-end benefit payment", as paid to other County employees.

Sincerely-

Tammy Taylor, County Finance Director
(850) 838-3506, ext.122
ttaylor@taylorclerk.com

POWELL & JONES
Certified Public Accountants

Richard C. Powell, CPA
Marian J. Powell, CPA

5

Please remit to:
1359 SW Main Blvd.
Lake City, FL 32025
386-755-4200
Fax: 386-719-5504

April 30, 2012

Taylor County
P.O. Box 620
108 N. Jefferson
Perry, FL 32348

Invoice 4988

For Professional Services

Audit of financial statements for the fiscal year ended September 30, 2011;

Total fee per agreement:

\$44,163.00 ✓

0119-53101
Hester
5/3/12

Agenda/Consent 5/15/12
86



**Application for Revenue Sharing 2012-2013 State Fiscal Year
(Chapter 218, Part II Florida Statutes)**

DR-700218
R. 03/12

COPY

**Application deadline is June 30, 2012
Mail completed original application to:**

**Department of Revenue
Revenue Accounting Subprocess
P.O. Box 6609
Tallahassee, FL 32314-6609
850-617-8586
REVENUEACCOUNTING@dor.state.fl.us**

Please TYPE or PRINT

Name of County **TAYLOR**

OR

Name of Municipality _____ County **TAYLOR**

Telephone Number **(850) 838-3506**

Fax Telephone Number **(850) 838-3540**

Mayor or Chairman of Governing Body **Patricia Patterson**

Chief Fiscal Officer **Annie Mae Murphy, Clerk**

E-mail Address **ttaylor@taylorclerk.com**

Official Mailing Address **P.O. Box 620 Perry, FL 32347**

☐ Check here if the address represents a change from the previous application.

Federal Employer I.D. Number _____ (required for new participants only).

Please complete the questions below to determine your eligibility to participate in Revenue Sharing for this fiscal year.

1. Have you submitted your financial statements for fiscal year ending 09/30/10 to the Department of Financial Services as required by s. 218.32, F.S.?

☒ Yes

☐ No

2. Have you made provisions for annual postaudits of your financial accounts as provided by s. 11.45, F.S.?

☒ Yes

☐ No

2/19/12
Date of Audit Report

09/30/2011
Fiscal Year-End

3. Have you reported on your most recent financial statement revenues equivalent to three mills calculated based on your 1973 taxable values? This revenue should be net of debt service or special millages approved by the voters. The revenue can be generated by a combination of ad valorem tax, utility tax, occupational license tax, or a payment from the county as allowed by s. 125.01, Florida Statutes.

☒ Yes

☐ No

4. If you have a law enforcement department, answer the questions below: **(If you have a contracted or strictly volunteer department, skip to question 5)**

(A) Have your law enforcement officers, as defined by s. 943.10(1), F.S., met the qualifications for employment as established by the Criminal Justice Standards and Training Commission, and do you compensate them at an annual salary rate of six thousand dollars (\$6,000) or more?

☒ Yes

☐ No

(B) Does the salary structure and salary plans for law enforcement officers meet the requirements of Chapter 943 F.S.?

☒ Yes

☐ No

5. If you have a fire department, answer the questions below: **(If you have a contracted or strictly volunteer department, skip to question 6)**

(A) Have your firefighters, as defined by s. 633.30(1), F.S., met the requirements stated in s. 633.34, 633.35, and 633.382 F.S.

☒ Yes

☐ No

(B) Does your fire department employ any full-time firefighters, who currently have either a bachelor's degree or associate degree from a college or university which is applicable to fire department duties, if the degree is not a requirement for their current position?

☒ Yes

☐ No

(C) If so, are these firefighters currently receiving supplemental compensation for those degrees?

☒ Yes

☐ No

6. Are dependent special districts budgeted separately from the general budget of your government? Do they meet the provisions for annual postaudit of their financial accounts in as provided by s. 11.45(3), F.S.?

☐ Yes

☐ No

☒ Does Not Apply

7. Have you met the requirements of s. 200.065, F.S., if applicable? (The annual certification must be within 30 days of adoption of an ordinance or resolution establishing a final property tax levy or, if no property tax is levied, not later than November 1.

☒ Yes

☐ No

The portion of revenue sharing funds which, according to Part II, Chapter 218, F.S., would otherwise be distributed to a unit of local government which has not certified compliance or has otherwise failed to meet the requirements of s. 200.065, F.S., shall be deposited in the General Revenue Fund for the 12 months following a determination of noncompliance by the department.)

I certify that all information is accurate and true to the best of my knowledge. I further certify that I will promptly report to the Department of Revenue any changes in the above information. I also realize that failure to provide timely information required, allows the Department to utilize the best information available. If no such information is available, the Department will take necessary action including disqualification, either partial or entire, and you will waive your right to challenge the determination of the Department to your share of funds, if any, beyond your minimum entitlement, according to the privilege of receiving shared revenues from the Revenue Sharing Trust Funds.

Do you believe that you have complied with ALL eligibility requirements as listed above?

☒

Yes

☐

No

If the answer to question above is (NO), please provide an attachment of the revenue necessary to meet your obligations because of pledges or assignments or trusts entered into which obligated funds received from revenue sharing.

Signed: _____
Chief Fiscal Official

Date: _____

Signed: _____
Mayor or Chairman of Governing Body

Date: _____

Mail completed original application to address shown below.

**Florida Department of Revenue
Revenue Accounting Subprocess
PO Box 6609
Tallahassee, FL 32314-6609
850-617-8586
REVENUEACCOUNTING@dor.state.fl.us**

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Board to review and approve the Florida Commission For The Transportation Disadvantaged Planning Grant Agreement for FY 2012- 2013, Planning Grant Information Form, and Resolution

MEETING DATE REQUESTED:

May 15, 2012

Statement of Issue: Board to approve the Transportation Disadvantaged Planning Grant Agreement for FY 2012-2013, Planning Grant Information Form, and Resolution.

Recommended Action: Approve Grant Agreement, Information Form, and Resolution

Budgeted Expense: The grant award is for \$17,492.00. This grant is to be used for the planning and over site of the local transportation disadvantaged program. No match is required. This grants funds a portion of the Grants Director's salary, benefits, and office supplies.

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The County is eligible to receive a grant in the amount of \$17,492.00. This grant has been used for several years to fund a portion of Grants staff salaries, benefits and supplies. This grant is to be used for planning and administrative services only. The grant cannot be used to fund actual transportation costs. As per Exhibit "A" of the Planning Grant Agreement, the administration of the program has changed from past years and reimbursement amounts now have weighted values. This does not have a negative impact on the local transportation disadvantaged programs. The County received \$17,506 FY 2011-2012 through this grant program.

**Attachments: Florida Commission For The Transportation Disadvantaged Planning
Grant Agreement, Transportation Disadvantaged Planning
Grant Information Form, Resolution.**



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

Upon motion of Commissioner _____ with second by Commissioner _____ and a vote of _____ the Board of Taylor County Board of County Commissioners, adopt the following resolution:

AUTHORIZING RESOLUTION

A RESOLUTION of the **Taylor County Board of Commissioners**, hereinafter **BOARD**, hereby authorizes the execution of a Transportation Disadvantaged Trust Fund Grant Agreement with the Florida Commission for the Transportation Disadvantaged.

WHEREAS, this **BOARD** is eligible to receive a Transportation Disadvantaged Trust Fund Grant to undertake a transportation disadvantaged service project as authorized by Section 427.0159, Florida Statutes, and Rule 41-2, Florida Administrative Code.

NOW. THEREFORE, BE IT RESOLVED BY THE BOARD THAT:

1. The **Board** has the authority to file this application.
2. The **Board** authorizes Patricia Patterson, Chairperson and/or Jack Brown, County Administrator to file and execute the grant agreement on behalf of the Taylor County Board of Commissioners with the Florida Commission for the Transportation Disadvantaged.
3. The **Board** authorizes Patricia Patterson, Chairperson and/or Jack Brown, County Administrator to sign any and all agreements or contracts which are required in connection with the grant agreement.
4. The **Board** authorizes Patricia Patterson, Chairperson and/or Jack Brown, County Administrator to sign any and all assurances, reimbursement invoices, warranties, certifications and any other documents, which may be required in connection with the agreement or subsequent agreements.

**DULY PASSED AND ADOPTED IN REGULAR SESSION THIS 15th DAY OF
MAY 2012.**

**Board of County Commissioners
Taylor County, Florida**

**By: _____
Patricia Patterson, Chairperson**

Attest:

**_____
Annie Mae Murphy, Clerk**

Transportation Disadvantaged Planning Grant Information Form

GRANT RECIPIENT LEGAL NAME: Taylor County Board of Commissioners

FEDERAL IDENTIFICATION NUMBER: 59-6000879

REGISTERED ADDRESS: 201 E. Green Street

CITY AND STATE: Perry, FL ZIP CODE: 32347

CONTACT PERSON FOR THIS GRANT: Melody Cox

PHONE NUMBER: 850-838-3553 FAX NUMBER: 850-838-3563

(REQUIRED) E-MAIL ADDRESS: melody.cox@taylorcountygov.com

PROJECT LOCATION [County(ies)]: Taylor

PROPOSED PROJECT START DATE: 07/01/2012 ENDING DATE: 06/30/2013

PLANNING FUNDS TRANSFERRED TO TRIP & EQUIPMENT GRANT	GRANT AMOUNT REQUESTED FOR THIS CONTRACT PERIOD
\$ 0	\$ 17,492.00

I Patricia Patterson, as the authorized Grant Recipient Representative, hereby certify that the information contained in these forms is true and accurate and is submitted in accordance with the instructions.

Grant Recipient Representative (Signature)

Date

SAMAS Approp: 108846	Fund: TDTF	FM/Job No(s) 19363011401
SAMAS Obj.: 7750075	Function: 035	CSFA No. 55.002
Org Code: 55 12 00 00 952	Contract No.:	Vendor No.: 596-000-879-042

FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGED PLANNING GRANT AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2012 by and between the STATE OF FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGED, created pursuant to Chapter 427, Florida Statutes, hereinafter called the Commission and Taylor County Board of County Commissioners, Post Office Box 620, Perry, Florida 32348 hereinafter called the Grantee/Agency.

WITNESSETH:

WHEREAS, the Grantee has the authority to enter into this Agreement and to undertake the Project hereinafter described, and the Commission has been granted the authority to carry out responsibilities of the Commission which includes the function of the Designated Official Planning Agency and other responsibilities identified in Chapter 427, Florida Statutes or rules thereof;

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

1.00 Purpose of Agreement: The purpose of this Agreement is to:

Provide financial assistance to accomplish the duties and responsibilities of the Official Planning Agency as set forth in Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, Commission policies, and the Program Manual for Transportation Disadvantaged Planning Related Services as revised on April 27, 2012; and as further described in this Agreement and in Exhibit(s) A, B, C, D attached hereto and by this reference made a part hereof, hereinafter called the Project; and, for the Commission to provide financial assistance to the Grantee and state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the Project will be undertaken and completed.

2.00 Accomplishment of the Project:

2.10 General Requirements: The Grantee shall commence, and complete the Project as described in Exhibit "A" with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws.

2.20 Pursuant to Federal, State, and Local Law: In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is requisite under applicable law to enable the Grantee to enter into this Agreement or to undertake the Project hereunder, or to observe, assume or carry out any of the provisions of the Agreement, the Grantee will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

2.30 Funds of the Agency: The Grantee will use its best efforts to enable the Grantee to provide the necessary funds for the completion of the Project.

2.40 Submission of Proceedings, Contracts and Other Documents and Products: The Grantee shall submit to the Commission such data, reports, records, contracts, certifications and other financial and operational documents or products relating to the Project as the Commission may require as provided by law, rule or under this agreement including those listed in Exhibit "C". Failure by the Grantee to provide such documents, or provide documents or products required by previous agreements between the Commission and the Grantee, may, at the Commission's discretion, result in refusal to reimburse project funds or other permissible sanctions against the Grantee, including termination.

2.50 Incorporation by Reference: The Grantee and Commission agree that by entering into this Agreement, the parties explicitly incorporate by reference into this Agreement the applicable law and provisions of Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, and the Program Manual for Transportation Disadvantaged Planning Related Services, as revised on April 27, 2012.

3.00 Total Project Cost: The total estimated cost of the Project is \$ 17,492.00. This amount is based upon the budget summarized in Exhibit "B" and by this reference made a part hereof. The Grantee agrees to bear all expenses in excess of the total estimated cost of the Project and any deficits involved, including any deficits revealed by an audit performed in accordance with Article 11.00 hereof after completion of the project.

4.00 Commission Participation: The Commission agrees to maximum participation, including contingencies, in the Project in the amount of \$ 17,492.00 as detailed in Exhibit "B", or in an amount equal to the percentage(s) of total actual project cost shown in Exhibit "B", whichever is less.

4.10 Eligible Costs: Planning Grant Funds, derived exclusively from the Transportation Disadvantaged Trust Fund, may only be used by the Commission and the Grantee to undertake planning activities.

4.20 Eligible Project Expenditures: Project expenditures eligible for State participation will be allowed only from the date of this Agreement. It is understood that State participation in eligible project costs is subject to:

- a) The understanding that disbursement of funds will be made in accordance with the Commission's cash forecast;
- b) Availability of funds as stated in Article 17.00 of this Agreement;
- c) Commission approval of the project scope and budget (Exhibits A & B) at the time appropriation authority becomes available; and
- d) Submission of all certifications, invoices, detailed supporting documents or other obligating documents and all other terms of this agreement.

4.30 Front End Funding: Front end funding is not applicable.

5.00 Retainage: Retainage is not applicable.

6.00 Project Budget and Disbursement Schedule:

6.10 The Project Budget: The Grantee shall maintain the Commission approved Project

Budget, as set forth in Exhibit "B", carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved budget for the Project. The budget may be revised periodically, but no budget revision shall be effective unless it complies with fund participation requirements established in Article 4.00 of this Agreement and is approved in writing by the Commission. Any budget revision which changes the fund participation requirements established in Article 4.00 of this agreement shall not be effective unless approved in writing by the Commission and the Florida Department of Transportation Comptroller.

6.20 Schedule of Disbursements: The Grantee shall abide by the Commission approved disbursements schedule, contained in Exhibit "B". This schedule shall show disbursement of Commission funds for the entire term of the Project by month or quarter of the fiscal year in accordance with Commission fiscal policy. The schedule may be divided by Project phase where such division is determined to be appropriate by the Commission. Any deviation from the approved schedule in Exhibit "B" requires advance submission of a supplemental schedule by the agency and advance approval by the Commission. Reimbursement for the Commission's share of the project shall not be made for an amount greater than the cumulative total up to any given month as indicated in the disbursement schedule in Exhibit "B".

7.00 Accounting Records, Audits and Insurance:

7.10 Establishment and Maintenance of Accounting Records: The Grantee shall establish for the Project, in conformity with the latest current uniform requirements established by the Commission to facilitate the administration of the financing program, either separate accounts to be maintained within its existing accounting system, or establish independent accounts. Such financing accounts are referred to herein collectively as the "Project Account". The Project Account, and detailed documentation supporting the Project Account, must be made available upon request, without cost, to the Commission any time during the period of the Agreement and for five years after final payment is made or if any audit has been initiated and audit findings have not been resolved at the end of five years, the records shall be retained until resolution of the audit findings.

7.20 Funds Received Or Made Available for The Project: The Grantee shall appropriately record in the Project Account, and deposit in a bank or trust company which is a member of the Federal Deposit Insurance Corporation, all payments received by it from the Commission pursuant to this Agreement and all other funds provided for, accruing to, or otherwise received on account of the Project, which Commission payments and other funds are herein collectively referred to as "Project Funds". The Grantee shall require depositories of Project Funds to secure continuously and fully all Project Funds in excess of the amounts insured under Federal plans, or under State plans which have been approved for the deposit of Project funds by the Commission, by the deposit or setting aside of collateral of the types and in the manner as prescribed by State law for the security of public funds, or as approved by the Commission.

7.30 Costs Incurred for the Project: The Grantee shall charge to the Project Account all eligible costs of the Project. Costs in excess of the latest approved budget, costs which are not within the statutory criteria for the Transportation Disadvantaged Trust Fund, or attributable to actions which have not met the other requirements of this Agreement, shall not be considered

eligible costs.

7.40 Documentation of Project Costs and Claims for Reimbursement: All costs charged to the Project shall be supported by detailed supporting documentation evidencing in proper detail the nature and propriety of the charges.

The Grantee shall provide sufficient detailed documentation for each cost or claim for reimbursement to allow an audit trail to ensure that the tasks accomplished or deliverables completed in acceptable form to the Commission were those which were promised. The documentation must be sufficiently detailed to comply with the laws and policies of the Department of Financial Services.

7.50 Checks, Orders, and Vouchers: Any check or order drawn by the Grantee with respect to any item which is or will be chargeable against the Project Account will be drawn only in accordance with a properly signed voucher then on file in the office of the Grantee stating in proper detail the purpose for which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible, within the Grantees existing accounting system, and, to the extent feasible, kept separate and apart from all other such documents.

7.60 Audits:

Part I: Federally Funded

Recipients of federal funds (i.e. state, local government, or non-profit organizations as defined in OMB Circular A-133, as revised) are to have audits done annually using the following criteria:

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Exhibit "D" to this agreement indicates Federal resources awarded through the Department by this agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Commission. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1., the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. However, if the recipient elects to have an audit conducted in

accordance with the provisions of OMB Circular A-133, as revised the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).

4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

Part II: State Funded

Recipients of state funds (i.e. a nonstate entity as defined by Section 215.97(2)(I), Florida Statutes) are to have audits done annually using the following criteria:

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services and the CFO; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit "D" to this agreement indicates the state financial assistance awarded through the Department by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Commission, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. The Recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(d), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. However, if the recipient elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

Part III: Other Audit Requirements

The Recipient shall follow up and take corrective action on audit findings. Preparation of a summary schedule of prior year audit findings, including corrective action and current status of

the audit findings is required. Current year audit findings require corrective action and status of findings.

Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the Commission, the Department of Financial Services, and the Auditor General.

This section does not limit the authority of the Commission to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

Part IV: Report Submission

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Part I above shall be submitted, when required by Section .320(d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

- A. Project Manager
Florida Commission for the Transportation Disadvantaged
605 Suwannee Street, MS 49
Tallahassee, Florida 32399-0450

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320(d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse) at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

1. In the event that a copy of the reporting package for an audit required by Part I above and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the Commission for reasons pursuant to section .320(e)(2), OMB Circular A-133, as revised, the recipient shall submit the required written notification pursuant to Section .320(e)(2) and a copy of the recipient's audited schedule of expenditures of Federal awards directly to each of the following:

Project Manager
Florida Commission for the Transportation Disadvantaged
605 Suwannee Street, MS 49
Tallahassee, Florida 32399-0450

In addition, pursuant to Section .320(f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Commission at each of the following addresses:

Project Manager
Florida Commission for the Transportation Disadvantaged
605 Suwannee Street, MS 49
Tallahassee, Florida 32399-0450

Copies of financial reporting packages shall be submitted by or on behalf of the recipient directly to each of the following:

Project Manager
Florida Commission for the Transportation Disadvantaged
605 Suwannee Street, MS 49
Tallahassee, Florida 32399-0450

And

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

Copies of reports or the management letter required by audit findings shall be submitted by or on behalf of the recipient directly to:

Project Manager
Florida Commission for the Transportation Disadvantaged
605 Suwannee Street, MS 49
Tallahassee, Florida 32399-0450

Part V: Record Retention

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

Monitoring: In addition to reviews of audits conducted in accordance with Section 215.97, F.S., as revised (see "Audits" above), monitoring procedures may include, but not be limited to,

on-site visits by Commission staff. The grantee agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Commission. In the event the Commission determines that a limited scope audit of the grantee is appropriate, the grantee agrees to comply with any additional instructions provided by the Commission staff regarding such audit. The grantee further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Florida Department of Transportation's Office of Inspector General (OIG) and Florida's Chief Financial Officer (CFO) or Auditor General.

8.00 Requisitions and Payments:

8.10 Preliminary Action by the Grantee: In order to obtain any Commission funds, the Grantee shall:

8.11 File with the Commission for the Transportation Disadvantaged, 605 Suwannee Street, Mail Station 49, Tallahassee, Florida, 32399-0450 its requisition on form or forms prescribed by the Commission, and such other data pertaining to the Project Account and the Project (as listed in Exhibit "C" hereof) as the Commission may require, to justify and support the payment requisitions, invoices, and vouchers, as specified in the Commission's Grant Agreement/Contract Invoicing Procedures.

8.12 Grantee certifies, under penalty of perjury, that the Agency will comply with the provisions of the Agreement and that all invoices and support documentation will be true and correct.

8.20 The Commission's Obligations: Subject to other provisions hereof, the Commission will honor such requisitions in amounts and at times deemed by the Commission to be proper and in accordance with this agreement to ensure the completion of the Project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Commission may give written notice to the Grantee that it will refuse to make a payment to the Grantee on the Project Account if:

8.21 Misrepresentation: The Grantee has made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof, with respect to any document of data or certification furnished therewith or pursuant hereto;

8.22 Litigation: There is pending litigation with respect to the performance by the Grantee of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement, or payments to the Project;

8.23 Required Submittals/Certifications: The Grantee has failed or refused to provide to the Commission detailed documentation of requisitions or certifications of actions taken;

8.24 Conflict of Interests: There has been any violation of the conflict of interest provisions, prohibited interests, or lobbying restrictions, contained herein;

8.25 Default: The Grantee has been determined by the Commission to be in default under

any of the provisions of this or any other Agreement which the Grantee has with the Commission; or

8.26 Supplanting of Funds: The Grantee has used Transportation Disadvantaged Trust Funds to replace or supplant available and appropriate funds for the same purposes, in violation of Chapter 427, Florida Statutes.

8.30 Disallowed Costs: In determining the amount of the Grantee's payment, the Commission will exclude all costs incurred by the Grantee prior to the effective date of this Agreement, costs which are not provided for in the latest approved budget for the Project, costs which are not within the statutory criteria for the Transportation Disadvantaged Trust Fund, and costs attributable to goods, equipment or services received under a contract or other arrangements which have not been approved in writing by the Commission or certified by the Grantee, pursuant to Exhibit "C".

8.40 Invoices for Goods or Services: Invoices for goods or services or expenses provided or incurred pursuant to this Agreement shall be submitted in detail sufficient for a proper preaudit and postaudit thereof. Failure to submit to the Commission detailed supporting documentation with the invoice or request for project funds will be cause for the Commission to refuse to pay the amount claimed by the Grantee until the Commission is satisfied that the criteria set out in Chapters 287 and 427, Florida Statutes, Rules 3A-24, 41-2, and 60A-1 Florida Administrative Code, and the Program Manual for Planning Related Services is met. The Commission shall pay the Grantee for the satisfactory performance of each task as outlined in Exhibit "A."

8.60 Commission Claims: If, after project completion, any claim is made by the Commission resulting from an audit or for work or services performed pursuant to this agreement, the Commission may offset such amount from payments due for work or services done under any grant agreement which it has with the Grantee owing such amount if, upon demand, payment of the amount is not made within sixty (60) days to the Commission. Offsetting any amount pursuant to this section shall not be considered a breach of contract by the Commission.

9.00 Termination or Suspension of Project:

9.10 Termination or Suspension Generally: If the Grantee abandons or, before completion, finally discontinues the Project; or if, by reason of any of the events or conditions set forth in Section 8.20 hereof, or for any other reason, the commencement, prosecution, or timely completion of the Project by the Grantee is rendered improbable, infeasible, impossible, or illegal, the Commission may, by written notice to the Grantee, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Commission may terminate any or all of its obligations under this Agreement.

9.20 Action Subsequent to Notice of Termination or Suspension. Upon receipt of any final termination or suspension notice under this Section, the Grantee shall proceed promptly to carry out the actions required therein which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which

the financing is to be computed; (2) furnish a statement of the project activities and contracts, and other undertakings the cost of which are otherwise includable as Project costs; and (3) remit to the Commission such portion of the financing and any advance payment previously received as is determined by the Commission to be due under the provisions of the Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Commission or upon the basis of terms and conditions imposed by the Commission upon the failure of the Grantee to furnish the schedule, plan, and budget within a reasonable time. The acceptance of a remittance by the Grantee shall not constitute a waiver of any claim which the Commission may otherwise have arising out of this Agreement.

9.30 Public Access to Records: The Commission reserves the right to unilaterally cancel this agreement for refusal by the agency or its contractors to allow public access to all documents, papers, letters, records, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this agreement.

10.00 Remission of Project Account Upon Completion of Project: Upon completion and after financial audit of the Project, and after payment, provision for payment, or reimbursement of all Project costs payable from the Project Account is made, the Grantee shall remit to the Commission its share of any unexpended balance in the Project Account.

11.00 Audit and Inspection: The Grantee shall permit, and shall require its contractors to permit, the Commission's authorized representatives to inspect all work, materials, deliverables, records; and to audit the books, records and accounts pertaining to the financing and development of the Project at all reasonable times including upon completion of the Project, and without notice.

12.00 Contracts of the Grantee:

12.10 Third Party Agreements: The Grantee shall not execute any contract or obligate itself in any manner requiring the disbursement of Transportation Disadvantaged Trust Fund moneys, including contracts or amendments thereto, with any third party with respect to the Project without being able to provide a written certification by the Grantee that the contract or obligation was executed in accordance with the competitive procurement requirements of Chapter 287, Florida Statutes, Chapter 427, Florida Statutes, and the rules promulgated by the Department of Management Services. Failure to provide such certification, upon the Commission's request, shall be sufficient cause for nonpayment by the Commission as provided in Paragraph 8.23. The Grantee agrees, that by entering into this Agreement, it explicitly certifies that all of its third party contacts will be executed in compliance with this section.

12.20 Compliance with Consultants' Competitive Negotiation Act: It is understood and agreed by the parties hereto that participation by the Commission in a project with the Grantee, where said project involves a consultant contract for any services, is contingent on the Agency complying in full with provisions of section 287.055, Florida Statutes, Consultants Competitive Negotiation Act. The Grantee shall certify compliance with this law to the Commission for each consultant contract it enters.

12.30 Competitive Procurement: Procurement of all services or other commodities shall

comply with the provisions of section 287.057, Florida Statutes. Upon the Commission's request, the Grantee shall certify compliance with this law.

13.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

13.10 Equal Employment Opportunity: In connection with the carrying out of any Project, the Grantee shall not discriminate against any employee or applicant for employment because of race, age, disability, creed, color, sex or national origin. The Grantee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, disability, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Grantee shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development of operation of the Project, except contracts for the standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. The Grantee shall post, in conspicuous places available to employees and applicants for employment for Project work, notices setting forth the provisions of the nondiscrimination clause.

13.20 Title VI - Civil Rights Act of 1964: The Grantee will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (78 Statute 252), the Regulations of the Federal Department of Transportation, the Regulations of the Federal Department of Justice, and the assurance by the Agency pursuant thereto.

13.30 Prohibited Interests:

13.31 Contracts or Purchases: Unless authorized in writing by the Commission, no officer of the Grantee, or employee acting in his or her official capacity as a purchasing agent, shall either directly or indirectly purchase, rent, or lease any realty, goods, or services for the Grantee from any business entity of which the officer or employee or the officer's or employee's business associate or spouse or child is an officer, partner, director, or proprietor or in which such officer or employee or the officer's or employee's spouse or child, or any combination of them, has a material interest.

13.32 Business Conflicts: Unless authorized in writing by the Commission, it is unlawful for an officer or employee of the Grantee, or for any company, corporation, or firm in which an officer or employee of the Grantee has a financial interest, to bid on, enter into, or be personally interested in the purchase or the furnishing of any materials, services or supplies to be used in the work of this agreement or in the performance of any other work for which the Grantee is responsible.

13.33 Solicitations: No officer or employee of the Grantee shall directly or indirectly solicit or accept funds from any person who has, maintains, or seeks business relations with the Grantee.

13.34 Former Employees - Contractual Services: Unless authorized in writing by the Commission, no employee of the Grantee shall, within 1 year after retirement or termination, have or hold any employment or contractual relationship with any business entity in connection with any contract for contractual services which was within his or her responsibility while an employee.

13.35 Former Employees - Consulting Services: The sum of money paid to a former employee of the Grantee during the first year after the cessation of his or her responsibilities, by the Grantee, for contractual services provided to the Grantee, shall not exceed the annual salary received on the date of cessation of his or her responsibilities. The provisions of this section may be waived by the Grantee for a particular contract if the Grantee determines, and the Commission approves, that such waiver will result in significant time or cost savings for the Grantee and the project.

The Grantee shall insert in all contracts entered into in connection with this Agreement and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer, or employee of the Grantee during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

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

13.40 Non-discrimination of Persons With Disabilities: The Grantee and any of its contractors or their sub-contractors shall not discriminate against anyone on the basis of a handicap or disability (physical, mental or emotional impairment). The Grantee agrees that no funds shall be used to rent, lease or barter any real property that is not accessible to persons with disabilities nor shall any meeting be held in any facility unless the facility is accessible to persons with disabilities. The Grantee shall also assure compliance with The Americans with Disabilities Act, as it may be amended from time to time.

13.50 Lobbying Prohibition: No Grantee may use any funds received pursuant to this Agreement for the purpose of lobbying the Legislature, the judicial branch, or a state agency. No Grantee may employ any person or organization with funds received pursuant to this Agreement for the purpose of lobbying the Legislature, the judicial branch, or a state agency. The "purpose of lobbying" includes, but is not limited to, salaries, travel expenses and per diem, the cost for publication and distribution of each publication used in lobbying; other printing; media; advertising, including production costs; postage; entertainment; telephone; and association dues. The provisions of this paragraph supplement the provisions of section 11.062, Florida Statutes, which is incorporated by reference into this Agreement.

13.60 Public Entity Crimes: No Grantee shall accept any bid from, award any contract to, or transact any business with any person or affiliate on the convicted vendor list for a period of 36 months from the date that person or affiliate was placed on the convicted vendor list unless that

person or affiliate has been removed from the list pursuant to section 287.133, Florida Statutes. The Grantee may not allow such a person or affiliate to perform work as a contractor, supplier, subcontractor, or consultant under a contract with the Grantee. If the Grantee was transacting business with a person at the time of the commission of a public entity crime which resulted in that person being placed on the convicted vendor list, the Grantee may also not accept any bid from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

13.70 Homeland Security: In accordance with Gubernatorial Executive Order 11-02, the grantee shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. all persons employed by the grantee during the term of the grant agreement to perform employment duties within Florida; and
2. all persons, including subcontractors, assigned by the grantee to perform work pursuant to the contract with the Commission.

The Commission shall consider the employment by any vendor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this agreement.

Refer to the U.S. Department of Homeland Security's website at www.dhs.gov to learn more about E-Verify.

14.00 Miscellaneous Provisions:

14.10 Environmental Pollution:Not applicable.

14.20 Commission Not Obligated to Third Parties: The Commission shall not be obligated or liable hereunder to any party other than the Grantee.

14.30 When Rights and Remedies Not Waived: In no event shall the making by the Commission of any payment to the Grantee constitute or be construed as a waiver by the Commission of any breach of covenant or any default which may then exist, on the part of the Grantee, and the making of such payment by the Commission while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Commission for such breach or default.

14.40 How Contract Affected by Provisions Being Held Invalid: If any provision of this Agreement is held invalid, the provision shall be severable and the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

14.50 Bonus and Commissions: By execution of the Agreement the Grantee represents that it

has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its financing hereunder.

14.60 State or Territorial Law: Nothing in the Agreement shall require the Grantee to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable State law: Provided, that if any of the provisions of the Agreement violate any applicable State law, the Grantee will at once notify the Commission in writing in order that appropriate changes and modifications may be made by the Commission and the Agency to the end that the Grantee may proceed as soon as possible with the Project.

15.00 Plans and Specifications: Not applicable.

16.00 Contractual Indemnity: To the extent permitted by law, the Grantee shall indemnify, defend, save, and hold harmless the Commission and all their officers, agents or employees from all suits, actions, claims, demands, and liability of any nature whatsoever arising out of, because of, or due to breach of the agreement by the Planning Agency or its subcontractors, agents or employees or due to any negligent act, or occurrence of omission or commission of the Grantee, its subcontractors, agents or employees. Neither the Grantee nor any of its agents will be liable under this article for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the Commission or any of their officers, agents or employees. The parties agree that this clause shall not waive the benefits or provisions of section 768.28 Florida Statutes, or any similar provision of law. Notwithstanding the foregoing, pursuant to section 768.28, Florida Statutes, no agency or subdivision of the state shall be required to indemnify, insure, or assume any liability for the Commission's or any subcontractor's or other entity's negligence.

17.00 Appropriation of Funds:

17.10 The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature. If applicable, Grantee's performance of its obligations under this Agreement is subject to an appropriation by the Grantee's Board of County Commissioners for the purposes set forth hereunder. The Commission acknowledges where the Grantee is a political subdivision of the State of Florida it is authorized to act in accordance with the Grantee's purchasing ordinance(s), laws, rules and regulations.

17.20 Multi-Year Commitment: Whereas the Commission is created in the Florida Department of Transportation (Department) and assigned to the Secretary of the Florida Department of Transportation for administrative and fiscal accountability purposes; in the event this agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of section 339.135(7)(a), and section 287.058, Florida Statutes, are hereby incorporated:

"(a) The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection shall be null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such

contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of twenty-five thousand dollars and having a term for a period of more than one year."

In the event that this Agreement is for more than one year, this Agreement may be renewed on a yearly basis for a period of up to 2 years after the initial Agreement or for a period no longer than the term of the original Agreement, whichever period is longer, on the condition that renewals shall be contingent upon satisfactory performance evaluations by the Grantee and is subject to the availability of funds. The Commission's performance and obligation to pay under any multi-year Agreement is explicitly contingent upon an annual appropriation by the Legislature.

18.00 Expiration of Agreement: The Grantee agrees to complete the Project on or before June 30, 2013. If the Grantee does not complete the Project within this time period, this agreement will expire unless an extension of the time period is granted to the Grantee in writing by the Chairperson of the Commission for the Transportation Disadvantaged or designee. Expiration of this agreement will be considered termination of the Project and the procedure established in Article 9.00 of this agreement shall be initiated. For the purpose of this Article, completion of project is defined as the latest date by which services may have been provided or equipment funds may have been expended or obligated under a purchase order, as provided in the project description (Exhibit "A"). Unless otherwise extended by the Commission, all reimbursement invoices must be received by the Commission no later than August 15, 2013.

19.00 Agreement Format: All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

20.00 Execution of Agreement: This agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

21.00 Vendors and Subcontractors Rights: Vendors (in this document identified as Grantee) providing goods and services to the Commission will receive payments in accordance with section 215.422, Florida Statutes. The parties hereto acknowledge Section 215.422, Florida Statutes, and hereby agree that the time in which the Commission is required to approve and inspect goods and services shall be for a period not to exceed eleven (11) working days upon receipt of a proper invoice. The Florida Department of Transportation has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within forty (40) days after receipt of the invoice and receipt, inspection and approval of goods and services, a separate interest penalty per day (as defined by Rule) will be due and payable, in addition to the invoice amount to the Grantee. The interest penalty provision applies after a thirty-five (35) day time period to health care providers, as defined by rule. Interest penalties of

less than one (1) dollar will not be enforced unless the Grantee requests payment. Invoices which have to be returned to a Grantee because of vendor preparation errors will result in a delay in the payment.

The invoice payment requirements do not start until a properly completed invoice is provided to the Commission.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from the Commission. The Vendor Ombudsman may be contacted at (850) 413-5516 or toll free (877) 693-5236.

21.20 Payment to Subcontractors: Payment by the Grantee to all subcontractors with approved third party contracts shall be in compliance with Section 287.0585, Florida Statutes. Each third party contract from the Grantee to a subcontractor for goods or services to be performed in whole or in part with Transportation Disadvantaged Trust Fund moneys, must contain the following statement:

When a contractor receives from a state agency any payment for contractual services, commodities, supplies, or construction contracts, except those construction contracts subject to the provisions of chapter 339, the contractor shall pay such moneys received to each subcontractor and supplier in proportion to the percentage of work completed by each subcontractor and supplier at the time of receipt of the payment. If the contractor receives less than full payment, then the contractor shall be required to disburse only the funds received on a pro rata basis with the contractor, subcontractors, and suppliers, each receiving a prorated portion based on the amount due on the payment. If the contractor without reasonable cause fails to make payments required by this section to subcontractors and suppliers within 7 working days after the receipt by the contractor of full or partial payment, the contractor shall pay to the subcontractors and suppliers a penalty in the amount of one-half of 1 percent of the amount due, per day, from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed 15 percent of the outstanding balance due. In addition to other fines or penalties, a person found not in compliance with any provision of this subsection may be ordered by the court to make restitution for attorney's fees and all related costs to the aggrieved party or the Department of Legal Affairs when it provides legal assistance pursuant to this section. The Department of Legal Affairs may provide legal assistance to subcontractors or vendors in proceedings brought against contractors under the provisions of this section.

22.00 Modification: This Agreement may not be changed or modified unless authorized in writing by the Commission.

FM/JOB No(s). 19363011401
CONTRACT NO.
AGREEMENT DATE

IN WITNESS WHEREOF, the parties hereto have caused these presents be executed, the day and year first above written.

GRANTEE: Taylor County Board of County Commissioners **COMMISSION FOR THE TRANSPORTATION DISADVANTAGED**

BY: _____

BY: _____

TITLE: _____

TITLE: Executive Director (Commission Designee)

EXHIBIT "A"
PROJECT DESCRIPTION AND RESPONSIBILITIES:
PLANNING

This exhibit forms an integral part of that Grant Agreement, between the State of Florida, Commission for the Transportation Disadvantaged and Taylor County Board of County Commissioners, Post Office Box 620, Perry, Florida 32348.

I. PROJECT LOCATION: Taylor County

II. PROJECT DESCRIPTION: This project provides for the accomplishment of the duties and responsibilities of the Metropolitan Planning Organization or Designated Official Planning Agency as set forth in Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, Commission policies and the Program Manual for Transportation Disadvantaged Planning Related Services as revised on April 27, 2012. The project period will begin on the date of this agreement and will end on the date indicated in Article 18.00 hereof. Specific required tasks are as follows:

TASK 1:

Weighted value= 17%

Jointly develop and annually update the Transportation Disadvantaged Service Plan with the community transportation coordinator and the local coordinating board.

Deliverable: Complete Transportation Disadvantaged Service Plan or annual updates. Due prior to the end of grant agreement period (June 30) and pursuant to the Commission's latest instructions for the Memorandum of Agreement and the Transportation Disadvantaged Service Plan.

TASK 2:

Weighted value= 15%

A. When necessary and in cooperation with the local coordinating board, solicit and recommend a community transportation coordinator, in conformity with Chapters 287 and 427, Florida Statutes. Such recommendation shall be presented to the Commission by Planning Agency staff or their designee as needed

OR

B. Provide staff support to the local coordinating board in conducting an annual evaluation of the community transportation coordinator, including local developed standards as delineated in the adopted Transportation Disadvantaged Service Plan. Assist the Commission for the Transportation Disadvantaged in joint reviews of the community transportation coordinator.

Deliverable:

- A. Planning Agency's CTC recommendation letter and signed resolution from the Planning Agency.
- B. LCB and Planning Agency selected CTC evaluation worksheets pursuant to the most recent version of the Commission's CTC Evaluation Workbook. (at a minimum, addressing Competition, Cost-Effectiveness and Efficiency, and Level of Coordination).

TASK 3:**Weighted value= 40%**

Organize and provide staff support and related resources for at least four (4) local coordinating board meetings per year, holding one meeting during each quarter.

LCB meetings will be held in accordance with the Commission's most recent Local Coordinating Board and Planning Agency Operating Guidelines and will include at least the following:

1. Agendas for local coordinating board meetings. Where applicable, operator payments should be addressed as a standard agenda item for each meeting.
2. Official minutes of local coordinating board meetings and committee meetings (regardless of a quorum). A copy will be submitted along with the quarterly report to the Commission. Minutes will at least be in the form of a brief summary of basic points, discussions, decisions, and recommendations. Records of all meetings shall be kept for at least five years.
3. A current full and active membership of voting and non-voting members to the local coordinating board. Any time there is a change in the membership, provide the Commission with a current membership roster and mailing list of local coordinating board members.
4. A report of the LCB membership's attendance at the last 4 consecutive LCB meetings (not committee's).

Provide staff support for committees of the local coordinating board.

Provide public notice of local coordinating board meetings in accordance with the most recent Local Coordinating Board and Planning Agency Operating Guidelines.

Provide program orientation and training for newly appointed local coordinating board members.

Deliverable: LCB Meeting agendas; minutes; membership roster; attendance report; public notice of meetings; training announcement and agenda.

TASK 4:**Weighted value=4%**

Provide at least one public hearing annually by each local coordinating board, and assist the Commission, as requested, in co-sponsoring public hearings. This public hearing must be in addition to the local coordinating board meetings. It may, however, be held in conjunction with the scheduled local coordinating board meeting (immediately following or prior to the local coordinating board meeting).

Deliverable: Public Hearing agenda and minute of related hearing.

TASK 5:**Weighted value=4%**

Develop and annually update by-laws for local coordinating board approval.

Deliverable: Copy of LCB approved By-Laws with date of update noted on cover page.

TASK 6:**Weighted value=4%**

Develop, annually update, and implement local coordinating board grievance procedures in accordance with the Commission's most recent Local Coordinating Board and Planning Agency Operating Guidelines. Procedures shall include a step within the local complaint and/or grievance procedure that advises a dissatisfied person about the Commission's Ombudsman Program.

Deliverable: Copy of LCB approved Grievance Procedures with date of update noted on cover page.

TASK 7:**Weighted value=4%**

Review and comment on the Annual Operating Report for submittal to the local coordinating board, and forward comments/concerns to the Commission for the Transportation Disadvantaged.

Deliverable: Cover Page of Annual Operating Report, signed by LCB Chair.

TASK 8:**Weighted value=4%**

Research and complete the Actual Expenditures Report for direct federal and local government transportation funds to the Commission for the Transportation Disadvantaged no later than September 15th. Complete the Actual Expenditure Report, using the Commission approved forms.

Deliverable: Complete Actual Expenditure Report in accordance with the most recent Commission's instructions.

TASK 9:**Weighted value=4%**

Develop and provide the local coordinating board with quarterly progress reports of transportation disadvantaged planning accomplishments and planning contract deliverables as outlined in the planning grant agreement and any other activities related to the transportation disadvantaged program, including but not limited to, consultant contracts, special studies, and marketing efforts.

Deliverable: Complete Quarterly Progress Reports submitted with invoices.

TASK 10:**Weighted value=4%**

Attend at least one Commission sponsored training, including but not limited to, the Commission's regional meetings, the Commission's annual training workshop, or other sponsored training.

Deliverable: Documentation related to attendance at such event(s).

III. Special Considerations by Planning Agency:

Not Applicable

IV. Special Considerations by Commission:

Not Applicable

FM/JOB No(s). 19363011401

CONTRACT NO.

AGREEMENT DATE

EXHIBIT "B"

PROJECT BUDGET AND CASHFLOW

This exhibit forms an integral part of that certain Grant Agreement between the Florida Commission for the Transportation Disadvantaged and Taylor County Board of County Commissioners, Post Office Box 620, Perry, Florida 32348.

I. PROJECT COST:

Estimated Project Cost shall conform to those eligible Costs as indicated by Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, Commission policies, and the Program Manual for Transportation Disadvantaged Planning Related Services as revised on April 27, 2012. For the required services, compensation shall be the total maximum limiting amount of \$ 17,492.00 for related planning services in Taylor County(ies)

Task 1	17%	\$ 2,973.64
Task 2	15%	\$ 2,623.80
Task 3	40%	\$ 6,996.80
Task 4	4%	\$ 699.68
Task 5	4%	\$ 699.68
Task 6	4%	\$ 699.68
Task 7	4%	\$ 699.68
Task 8	4%	\$ 699.68
Task 9	4%	\$ 699.68
Task 10	4%	\$ 699.68
TOTAL:		\$ <u>17,492.00</u>

II. SOURCE OF FUNDS

Commission for the Transportation Disadvantaged
State Funds (100%)

\$17,492.00

Total Project Cost \$ 17,492.00

III. CASH FLOW – Not applicable. Grantee will be paid based on satisfactory performance of each task detailed in Exhibit A.

FY 12/13 Jul Aug Sep Oct Nov Dec Jan Feb Mar Apr May June

FM/JOB No(s). 19363011401

CONTRACT NO.

AGREEMENT DATE

EXHIBIT "C" PLANNING

This exhibit forms an integral part of that certain Grant Agreement between the Florida Commission for the Transportation Disadvantaged and Taylor County Board of County Commissioners, Post Office Box 620, Perry, Florida 32348.

THE GRANTEE SHALL SUBMIT THE FOLLOWING REQUIRED DOCUMENTS AND CERTIFICATIONS:

DOCUMENTS:

1. Submit progress reports to the Commission quarterly. Finished products such as approved Coordinating Board minutes, by-laws, grievance procedure and actions taken, consolidated estimate of Federal and Local government transportation disadvantaged funds, and the Transportation Disadvantaged Service Plan, shall be submitted to the Commission as they are completed. The progress reports and finished products are required to accompany, or to precede, all reimbursement invoices. Reports shall be submitted to:

Florida Commission for the Transportation Disadvantaged
Attn: Project Manager
605 Suwannee Street, MS 49
Tallahassee, Florida 32399-0450

THIRD PARTY CONTRACTS: The Grantee must certify to all third party contracts pursuant to Section 12.10 except that written approval is hereby granted for:

1. Contracts furnishing contractual services or commodities from a valid State or inter-governmental contract as set forth in section 287.042(2), Florida Statutes.
2. Contracts furnishing contractual services or commodities for an amount less than Category II as set forth in section 287.107(1)(b), Florida Statutes.
3. Contracts for consultant services for an amount less than Category I as set forth in section 187.017(1)(a), Florida Statutes.

FM/JOB No(s). 19363011401

CONTRACT NO.

AGREEMENT DATE

EXHIBIT "D"

STATE AGENCY: Florida Department of Transportation/Florida Commission for the Transportation Disadvantaged

CSFA #: 55.002

TITLE: Florida Commission for the Transportation Disadvantaged Planning Grant

AMOUNT: \$17,492.00

COMPLIANCE REQUIREMENTS:

ALLOWED ACTIVITIES:

Grant funds allocated from the Transportation Disadvantaged Trust Fund are for the specific purpose of accomplishing the duties and responsibilities of the Official Planning Agency as identified in Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code including, but not limited to, local program management, service development, technical assistance, training and evaluation as needed. (Program Manual, and Grant Agreement Exhibit A)

ALLOWABLE COSTS:

This is a lump sum – percent complete grant. See Program Manual.

CASH MANAGEMENT:

The Grantee shall abide by the disbursement schedule contained in Exhibit B of the Grant Agreement. Any deviation from the approved schedule in Exhibit B requires advance submission of a supplemental schedule and advance approval by the Commission. Reimbursement for the Commission's share of the project shall not be made for an amount greater than the cumulative total up to any given month as indicated in the disbursement schedule in Exhibit B.

REPORTING:

Submit progress reports to the Commission quarterly. Finished products such as approved Coordinating Board minutes, by-laws, grievance procedure and actions taken, consolidated estimate of Federal and Local government transportation disadvantaged funds, and the Transportation Disadvantaged Service Plan, shall be submitted to the Commission as they are completed and approved. The progress reports and finished products are required to accompany, or to precede, all reimbursement invoices. (Grant Agreement, Exhibit C)

Submit copy of financial reporting packages of audits as required in Section 7.60 of this Agreement and the Program Manual,.

MATCHING:

There is no match requirement for this grant.

PERIOD OF AVAILABILITY:

Project expenditures eligible for State participation will be allowed only from the date of this Agreement. (Grant Agreement Provision 4.20)

SUBRECIPIENT MONITORING:

Third party contracts are contracts between a grantee and any subgrantee, or pass through funding recipient, consultants, or others in the private sector for work needed to carry out a project. Unless otherwise authorized in writing by the Commission, the Grantee may not execute any contract or obligate itself in any manner requiring the disbursement of Transportation Disadvantaged Trust Fund money, including transportation operator and consultant contracts or amendments thereto, with any third party with respect to the project without being able to provide a written certification (upon the Commission's request) by the Grantee that the contract or obligation was executed in accordance with the competitive procurement requirements of Chapter 287, Florida Statutes, Chapter 427, Florida Statutes, and the rules promulgated by the Department of Management Services. The procurement, execution, audit and closing of third-party contracts are basic grantee responsibilities and must be carried out using the same guidelines and procedures as described in Chapter 287, Florida Statutes. Inter-agency agreements or contracts passing through grant funds to other public bodies (including public transit operators) or transportation operators as defined in Chapter 427, Florida Statutes, are not third-party contracts. However, the pass-through recipient must comply with Chapter 287, Florida Statutes, if it enters into any subsequent third-party contract using Transportation Disadvantaged Trust Funds. (Grant Agreement Provision 12.10; Program Manual,)

In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, as revised, monitoring procedures may include, but not be limited to, on-site visits by Commission staff. The Grantee agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Commission, the Florida Department of Transportation's Office of Inspector General (OIG) and Florida's Chief Financial Officer or Auditor General. (Program Manual,)

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Board to ratify the County Administrator's signature on the 2nd quarter Payment Request for the 2011-2012 Florida Department of Environmental Protection Consolidated Small County Solid Waste Management Grant.

MEETING DATE REQUESTED:

May 15, 2012

Statement of Issue: Requesting Board to ratify the County Administrator's signature on the 2nd quarter Payment Request for the 2011-2012 DEP Consolidated Small County Solid Waste Management Grant.

Recommended Action: Ratify the County Administrator's signature on the 2011-2012 DEP Consolidated Small County Solid Waste Management Grant Payment Request for the 2nd quarter of the grant period.

Fiscal Impact: The County is requesting reimbursement in the amount of \$18,781.34

Budgeted Expense: Y/N

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The County received a grant in the amount of \$70,588 through the DEP Consolidated Small County Solid Waste Management Grant Program for FY 2011-2012. The County uses the funds for the solid waste management program operating costs including waste tire disposal, and salaries of employees who work in the solid waste/recycling department. The County is requesting reimbursement in the amount of \$18,781.34 for the 2nd quarter reporting period of the grant. No cash match is required of the grant.

Attachments: Payment Request Summary Form and support documentation

ATTACHMENT B PAYMENT REQUEST SUMMARY FORM

Grantee: Taylor County
Mailing Address: 201 E. Green St.
Perry, FL 32347
DEP Agreement No.: 230SC
Date Of Request: 04/26/2012

Grantee's Grant Manager:
Melody Cox
Payment Request No.: 2
Performance
Period: 01/01/2012- 03/31/2012

Reimbursement Amount
Requested: \$ 18,781.34

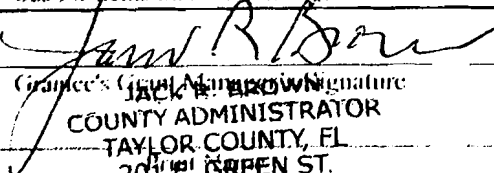
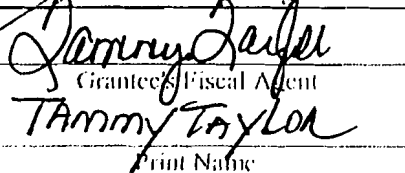
Task No.: 1 & 2

GRANT EXPENDITURES SUMMARY SECTION 10/01/2011 thru 06/30/2012 [Effective Date of Grant through End-of-Grant Period]

CATEGORY OF EXPENDITURE	AMOUNT OF THIS REQUEST	TOTAL CUMULATIVE PAYMENTS
Salaries	\$ 12,214.34	\$ 26,939.93
Fringe Benefits	\$N/A	\$N/A
Travel (if authorized)	\$N/A	\$N/A
Subcontracting:	\$	\$
Waste Tire Disposal:	\$ 6,567.00	\$ 11,625.00
Scale Maintenance Agreement:	\$N/A	\$N/A
Equipment Purchases:	\$N/A	\$N/A
	\$	\$
Supplies/Other Expenses:	\$	\$
TOTAL AMOUNT	\$ 18,781.34	\$ 38,564.93
GRANT AWARD AMOUNT	\$70,588	
Less Total Cumulative Payments of:	\$ 38,564.93	
GRANT AWARD BALANCE	\$ 32,023.07	

GRANTEE CERTIFICATION

The undersigned certifies that the amount being requested for reimbursement above was for items that were charged to and utilized only for the above cited grant activities.

 Grantee's Grant Administrator Signature JACK E. BROWN COUNTY ADMINISTRATOR TAYLOR COUNTY, FL 201 E. GREEN ST. PERRY, FL 32347 850-838-3500 Ex. 107 Telephone Number	 Grantee's Fiscal Agent Tammy Taylor Print Name 850-838-3506 Ex. 122 Telephone Number
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ATTACHMENT D

PROGRESS REPORT FORM

DEP Agreement No.:	230SC		
Grantee Name:	Taylor County		
Grantee Address:	201 E. Green St., Perry, FL 32347		
Grantee's Grant Manager:	Melody Cox	Telephone No.:	850-838-3553
Reporting Period:	01/01/2012- 03/31/2012		

Provide a description of what expenditures were used for and how such expenditures relate to one of the allowable items described in the Grant Agreement.

Expenditures were for Task 1- Salaries and Task 2- Waste Tire Disposal

If expenditures were used for a specific project, include how the expenditures relate to the specific project, a description of any problems encountered and problem resolutions.

Not Applicable

Identify below, and attach copies of, any relevant work products being submitted for the project for this reporting period (e.g., photographs of equipment purchased or work accomplished, etc.)

Not applicable

Provide actual costs to date:

Expenditure Category	Amount of Expenditures Prior to this Reporting Period	Amount of Expenditures for this Reporting Period	Total of Amount of Expenditures to Date
Salaries	\$14,725.59	\$12,214.34	\$26,939.93
Fringe Benefits			
Travel			
Subcontracting			
Equipment			
Supplies/Other Expenses Waste Tire	\$5,058.00	\$6,567.00	\$11,625.00

This report is submitted in accordance with the reporting requirements of DLP Agreement No. 230SC and accurately reflects the activities and costs associated with the subject project.

Michael C. [Signature]
Signature of Grantee's Grant Manager

4-23-2012
Date

TAYLOR COUNTY
2nd QUARTER REIMBURSEMENT (FY 11/12)
SMALL COUNTY SOLID WASTE GRANT
#230SC
10/01/11–12/31/11

SALARIES

Employees

Johnson	Recycling Technician	\$ 3,284.34
Pegg	Utilities mechanic	\$ 4,386.72
Husted	HEO I	\$ 4,543.28
SUBTOTAL		\$ 12,214.34

SALARIES \$ 12,214.34

TAYLOR COUNTY
2nd QUARTER REIMBURSEMENT (FY 11/12)
SMALL COUNTY SOLID WASTE GRANT
#230SC
10/01/11–12/31/11

SUPPLIES/OTHER EXPENSES Waste Tire Disposal

<u>VENDOR</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>	<u>CHECK#</u>	<u>DATE PAID</u>
Aucilla Area Solid Waste	Tire Disposal	\$ 33.00	43852	01/17/12
D. E. Barnes, Inc.	Tire Disposal	\$ 2,109.00	43865	01/17/12
D.E. Barnes, Inc.	Tire Disposal	\$ 1,342.50	43941	02/06/12
D. E. Barnes, Inc.	Tire Disposal	\$ 1,237.50	44030	02/21/12
Aucilla Area Solid Waste	Tire Disposal	\$ 15.00	44016	02/21/12
D.E. Barnes, Inc.	Tire Disposal	\$ 1,806.00	44209	03/20/12
Aucilla Area Solid Waste	Tire Disposal	\$ 24.00	44200	03/20/12

SUBTOTAL \$ 6567.00

SUPPLIES/OTHER EXPENSES TOTAL \$ 6,567.00

GRAND TOTAL \$ 18,781.34

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Board to review and approve By Laws for 2012 for the Local Coordinating Board for the Transportation Disadvantaged .



MEETING DATE REQUESTED:

May 15, 2012

Statement of Issue: Board to review and approve the By Laws for 2012 for the Local Coordinating Board (LCB) for the Transportation Disadvantaged.

Recommended Action: Approve LCB By Laws for 2012.

Budgeted Expense: Not Applicable.

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The terms of the Transportation Disadvantaged Planning Grant require the Local Coordinating Board for the Transportation Disadvantaged to maintain By Laws and update them on a annual basis. No changes were made from the By Laws approved for 2011, The Local Coordinating Board for the Transportation Disadvantaged approved the By Laws May 3, 2012.

Attachments: 2012 By Laws for the LCB.

**TAYLOR COUNTY TRANSPORTATION DISADVANTAGED
LOCAL COORDINATING BOARD
BY-LAWS 2012**

OUR MISSION: To insure the availability of efficient, cost-effective, and quality transportation services for transportation disadvantaged persons in a respectful manner.

Section 1: Preamble

The following sets forth the bylaws which shall serve to guide the proper functioning of the Taylor County Transportation Disadvantaged Local Coordinating Board. The intent is to provide procedures and policies for fulfilling the requirements of Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code (FAC) , and subsequent laws setting forth requirements for the coordination of transportation services to the transportation disadvantaged.

Section II: Name and Purpose of Board

- A. Name.** The name of the Coordinating Board shall be the **Taylor County Transportation Disadvantaged Local Coordinating Board (LCB)**, hereinafter referred to as the Board.
- B. Purpose.** The purpose of the Board is to identify local service needs, assist in planning local needs, and provide information, advice and direction to the Community Transportation Coordinator (CTC) on the provision of services to the transportation disadvantaged.

Section III: Membership, Appointment, Term of Office, and Termination of Membership

- A. Voting Members.** In accordance with Chapter 427.0157, Florida Statutes, all members of the Board shall be appointed by the Taylor County Board of Commissioners.

The following agencies or groups shall be represented on the Board as voting members

1. A County Commissioner or other elected official from service area.
2. A representative from the Florida Department of Transportation.
3. A local representative from the Florida Department of Children and Family Services.
4. A person over sixty (60) years of age representing the elderly in the county.
5. A person recommended by the local Veterans Service Officer representing the Veteran's in the county.

6. A local representative for children at risk.
7. A local representative from the Florida Department of Elder Affairs.
8. A representative of the Florida Agency for Health Care Administration.
9. A representative of the Regional Workforce Development Board.
10. A representative of the local medical community(local health department, hospitals, assisted living facilities, etc.)
11. A person with a disability representing the disabled of the county.
12. A representative of the Public Education Community which could include but not be limited to, a representative of the local School Board, Headstart, or school transportation services.
13. A representative of the Florida Division of Vocational Rehabilitation or the Division of Blind Services representing the Department of Education
14. A person representing the economically disadvantaged in the county.
15. In areas where they exist, a designee of the local Mass Transit or Public Transit System except in cases where they are also the Community Transportation Coordinator. (This is not applicable in Taylor County.)
16. Two citizen advocate representatives in the county, one of whom must be a person who uses the transportation services of the system as their primary means of transportation.
17. An experienced representative of the local private for profit transportation industry. If such a representative is not available, a private non-profit representative will be appointed except if representative is also the Community Transportation Coordinator. (This position is not applicable in Taylor County.)

B. Alternate Members. The designated agencies may name one (1) alternate who may vote only in the absence of that member on a one-vote-per-member basis.

C. Non-voting Members. Additional non-voting members may be appointed by the Board of County Commissioners. If an existing transportation board or committee exists, the Board of County Commissioners shall review it's membership and consider appointing some of it's members as non-voting members to the Board if so appropriate.

D. Terms of Appointment. Except for the Chairperson and agency representatives, the members of the board shall be appointed for three (3) year terms.

E. Termination of Membership. Any member of the Board may resign at any time by notice in writing to the Chairperson unless otherwise specified in such notice, activities through attendance of scheduled meetings, except for reasons of an unavoidable nature. In each instance of an unavoidable absence, the member should ensure their alternate will attend. The Board of County Commissioners upon recommendation of the Planning Coordinator under the direction of the Board shall review, and consider rescinding the appointment of any voting member of the Board who fails to attend three (3) consecutive meetings. As required by the Planning Agency Operating Guidelines, the County shall notify

the Florida Commission for the Transportation Disadvantaged if any state agency voting member or their alternate fails to attend three consecutive meetings

SECTION IV: OFFICERS AND DUTIES

- A. Number.** The officers of the Local Coordinating Board shall be a Chairperson and a Vice-Chairperson.
- B. Chairperson.** The Chairperson shall preside at all meetings, and in the event of his/her absence, or at his/her direction, the Vice-Chairperson shall assume the duties and powers of the Chairperson. The Chairperson will be appointed by the County Board of Commissioners. The Chairperson is responsible for the minutes of the meeting and for all meeting notices and agendas. The Chairperson shall work closely with the Planning Coordinator planning meetings, reviewing required submissions under the terms of the grant contracts, and other meetings or events required for the Local Coordinating Board to be effective and in compliance with the Florida Commission for the Transportation Disadvantaged rules and regulations.
- C. Vice Chairperson.** The Local Coordinating Board shall hold an organization meeting each year for the purpose of electing a Vice-Chairperson. The Vice-Chairperson shall be elected by a majority vote of a quorum of the members of the Board and voting at the organizational meeting. The Vice-Chairperson shall serve a term of one year starting at the following meeting. The Vice-Chairperson may serve more than one term if so elected by the Local Coordinating Board.

SECTION V: BOARD MEETINGS

- A. Regular Meetings.** The Board shall meet as often as necessary in Order to meet its responsibilities. However, as required by Chapter 427.0157, Florida Statutes, the Board shall meet at least quarterly.
- C. Parliamentary Procedures.** The Local Coordinating Board will conduct business using policies and procedures followed by the Taylor County Board of Commissioners. Committees and advisory boards appointed by the Board of Commissioners follow procedures as set forth by the Commission.
- D. Quorum and Voting.** At all meetings of the Board, the presence in person of a majority of voting members shall be necessary and sufficient to constitute a quorum for the transaction of business. In the absence of a quorum, those present may without notice other than by announcement at the meeting, recess the meeting from time to time, until a quorum may be present. A quorum shall consist of at least 51% of the members appointed to the Board. At all meetings of the Board at which a quorum is present, all matters, except as otherwise expressly required by law or these bylaws, shall be decided by the vote of a majority of the members of the Board present. As required by Chapter 286.012,

all Board members, including the Chairperson of the Board must vote on all official actions taken by the Board unless when there appears to be a possible conflict of interest with a member or members of the Board. Prior to the vote being taken, member(s) must publicly state to the Board the nature of his or her interest in the matter on which the vote is taken. Within fifteen days of the vote, the member(s) shall disclose the nature of his or her interest as public record.

- E. Notice of Meetings.** Notices and tentative agendas shall be sent to all Board members, other interested parties, and the news media at least one week prior to the Board meeting. Such notice shall state the date, time, and the place of the meeting.

SECTION VI: STAFF

- A. General.** The County Commission shall provide the Local Coordinating Board with sufficient staff support and resources to enable the Board to fulfill its responsibilities as set forth in chapter 427.0157 Florida Statutes. These responsibilities include providing sufficient staff to manage and oversee the operations of the Board, assist in scheduling meetings, preparing meeting agenda packets, and other necessary administrative duties as required by the Board within the limit of resources available.

SECTION VII: BOARD DUTIES

- A. Board Duties.** The Local Coordinating Board member duties shall include but not be limited to duties as specified in Chapter 427, Florida Statutes and Rule 41-2. FAC.
1. Maintain official meeting minutes, including an attendance roster, reflecting official action and provide a copy to the State Commission and maintain a copy in the County Planning Coordinators files.
 2. Review and approve the Memorandum of Agreement and Transportation Disadvantaged Service Plan.
 3. On a continuing basis, evaluate services provided under the approved designated service plan. Annually evaluate the Community Transportation Coordinator's performance in general and relative to the Commission for the Transportation Disadvantaged standards and the current service plan elements. Recommendations in reference to the Community Transportation Coordinator shall include, at a minimum, an evaluation of competition, and cost and availability based on modules contained within the State Commission's Workbook for Community Transportation Coordinators and Providers in Florida.
 4. In cooperation with the Coordinator, review and provide recommendations to the State Commission and the Board of County Commissioners on applications for local, state, or federal funds relating to transportation of the transportation disadvantaged in the county to ensure that any

expenditures within the county are provided in the most cost effective and efficient manner.

5. Appoint a Grievance Committee to serve as mediators to process and investigate complaints from agencies, users, potential users of the system, and the Community Transportation Coordinator in the county designated service area. The committee will make recommendations to the Board and address issues in a timely manner. Grievance procedures approved by the Local Coordinating Board and the Board of County Commissioners shall be followed.
6. Review coordination strategies for service provision to the transportation disadvantaged in the county to seek innovative ways to improve cost effectiveness, efficient, safety, hours, and types of service to increase ridership to a broader population. Such strategies should also encourage multi-county and regional transportation service agreements between area coordinators and adjacent counties when it is appropriate and cost effective to do so.
7. Work in conjunction with the Community Transportation Coordinator to develop applications for funding that may become available.
8. Assist the Community Transportation Coordinator in establishing priorities with regard to the recipients of transportation disadvantaged services that are purchased through the Transportation Disadvantaged Trust Fund.
9. Annually review coordination contracts to advise Coordinator whether the continuation of said contract provides the most cost effective and efficient transportation available.
10. Annually review all transportation operator contracts as to the effectiveness and efficiency of the transportation operator and recommend approval or disapproval of such contracts to the Coordinator.
11. Annually hold a public hearing for the purpose of receiving input on unmet needs or other issues that relate to local transportation services.
12. Annually review Annual Operations Report of the Community Transportation Coordinator.

Section VIII: Committees

- A. **Committees.** Committees shall be designated by the Chairperson as necessary to investigate and report on specific subject areas of interest to the Local Coordinating Board and to deal with administrative and legislative procedures.

Section IX: Communications With Other Agencies and Entities

- A. **General.** The Board of County Commissioners authorizes the Local Coordinating Board to communicate directly with other agencies and entities as necessary to carry out its duties and responsibilities in accordance with Rule 41-2 FAC.

Section X: Certifications

The undersigned hereby certifies that the Taylor County Board of Commissioners has reviewed and approved a full, true, and correct copy of the By- Laws of the Local Coordinating Board of the Transportation Disadvantaged on the ____ day of _____, 2012.

Patricia Patterson, Chairman
Taylor County Board of Commissioners

The undersigned hereby certified that the Local Coordinating Board has reviewed and approved a full, true, and correct copy of the Bylaws on the ____ day of _____, 2012.

Patricia Patterson, Chairwoman
Local Coordinating Board of the
Transportation Disadvantaged

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



The Board to consider approval of Invitation to Bid for an Eaton Powerware Uninterrupted Power Supply, set a date of June 4 at 6:20 PM for receiving bids, and authorizing advertising for the relocation of the Emergency Communication Center to the EOC.

MEETING DATE REQUESTED:

May 15, 2012

Statement of Issue: Taylor County is seeking an uninterrupted power supply for the Emergency Communication Center to be relocated to the EOC.

Recommended Action: Approve Bid Request.

Fiscal Impact: Unknown

Budgeted Expense: Y/N Yes.

Submitted By: Rena' Courtney, 911 Coordinator

Contact: Rena' Courtney

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: In anticipation of the relocation of the Emergency Communication Center to the EOC, it is imperative all emergency communications remain operational during power outages/surges. The purchase of a UPS will allow all equipment to remain operational until the onsite generator powers on.

Options: Approve/Not approve

Attachments: Request for Bid documents.



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

ANNIE MAE MURPHY, Clerk
P.O. Box 620, Perry, FL 32348
(850) 838-3506 Phone
(850) 838-3549 Fax

JACK BROWN, County Administrator
201 E. Green Street, Perry, FL 32347
(850) 838-3500, extension 6 Phone
(850) 838-3501 Fax

CONRAD C. BISHOP, JR. County Attorney
P.O. Box 167, Perry, FL 32348
(850) 584-6113 Phone
(850) 584-2433 Fax

INVITATION TO BID

The Taylor County Board of County Commissioners is soliciting sealed bids on an Eaton Powerware 9390IT 40 KVA Uninterrupted Power Supply (UPS) unit.

Qualified firms or individuals desiring to provide the required product must submit the bid packages in a sealed envelope or similar package marked "***Sealed Bid for Emergency Communication Center UPS***" to the Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street, Suite 102, or P.O. Box 620, Perry, Florida 32348, to arrive no later than 4:00 P.M., local time, on Monday, June 4, 2012. **All bids MUST have the respondent's name and mailing address clearly shown on the outside of the envelope or package when submitted.** Bids will be opened and respondents announced at 6:20 P.M. local time, or as soon thereafter as practical, on Monday, June 4, 2012, in the Taylor County Administrative Complex, Old Post Office, 201 East Green Street, Perry, Florida 32347.

This bid is for equipment and maintenance. Bidders must only bid on specified parts and options as provided, no substitutions will be accepted.

Specifications may be obtained online at <http://www.taylorcountygov.com/Bids/Index.htm>

Required Bid information:

1. **Product Specifications** – specifications on the product.
2. **Product Cost** – lump sum purchase price of the product, including shipping, etc.
3. **Warranty** – statement detailing product warranty.
4. **Delivery Estimate** – Provide timeline for delivery of product.

The County reserves the right, in its sole and absolute discretion, to reject any or all bids, to cancel or withdraw this request for bids at any time and waive any irregularities in the bid process. The County reserves the right to award any contract to the respondent which it deems to offer the best overall service; therefore, the County is not bound to award any contract based on the lowest quoted price. The County, in its sole and absolute discretion, also reserves the right to waive any minor defects in the process and to accept the bid deemed to be in the County's best interest. The County, in its sole and absolute discretion, also reserves the right to assign a local business preference in a maximum amount of five (5) percent of the proposed price(s), under the conditions set forth in Ordinance 2003-

12. No faxed bids will be accepted.

For additional information contact:

Rena' Courtney
Taylor County Sheriff's Office
589 E. US 27
Perry, FL. 32347
(850) 584-2429

BY ORDER OF THE BOARD OF COUNTY COMMISSIONERS, Taylor County, Florida.



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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GENERAL BID INFORMATION

1. Bid Specifications may be obtained online at <http://www.taylorcountygov.com/Bids/Index.htm>
2. Bid package must be submitted to the Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street, Suite 102, or by mail to P.O. Box 620, Perry, Florida 32348 to arrive no later than 4:00 P.M., Monday, June 4, 2012.
3. Bids must be in a sealed envelope plainly marked on the outside: **"Sealed Bid for Emergency Communication Center UPS"**.
4. **All bids MUST have the respondents name and mailing address clearly shown on the outside of the envelope or package when submitted.**
5. Bids not received by the Clerk of Court prior to the specified time will not be considered and **will be returned to the respondent unopened.**
6. Once opened no bid may be withdrawn prior to the Board of County Commissioners action without written consent of the Clerk of Court.
7. Respondents must complete and furnish with their bid, the Florida Public Entity Crimes Statement as required by F.S. 287.133 (3) (a).
8. Bids shall be received and respondents announced on Monday, June 4, 2012 at 6:20 P.M., or as soon thereafter as practical, in the Taylor County Administrative Complex, Old Post Office, 201 East Green Street, Perry, Florida 32347.
9. The Taylor County Board of County Commissioners reserves the right, in its sole and absolute discretion, to reject, to reject any or all bids, to cancel or withdraw this bid at any time and waive any irregularities in the bid process. The County reserves the right to award any contract to the respondent which it deems to offer the best overall service; therefore, the County is not bound to award any contract(s) based on the lowest quoted price. The County, in its sole and absolute discretion, also reserves the right to waive any minor defects in the process and to accept the bid deemed to be in the County's best interest.

General Bid Considerations
(Continued)

10. The County, in its sole and absolute discretion, also reserves the right to assign a local business preference in a maximum amount of five (5) percent of the proposed price(s), under the conditions set forth in Taylor County Ordinance 2003-12.
11. The Taylor County Board of County Commissioners **Does Not Accept Faxed Bids.**
12. Respondents who elect to send sealed bids Overnight Express or Federal Express must send them to the physical address of: Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street, Suite 102, Perry, Florida 32347.
13. For additional information, contact:

Rena' Courtney
Taylor County Sheriff's Office
589 E. US 27
Perry, Florida 32347

(850) 584-2429



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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BID CHECKLIST

Check Items Included:

- _____ 1. Product Specifications.
- _____ 2. Lump sum product price.
- _____ 3. Warranty statement.
- _____ 4. Delivery time estimate.
- _____ 5. Public Entity Crimes Affidavit, signed and notarized, as required by Chapter 287.133(3)(a) **(AFFIDAVIT ENCLOSED)**.

Checklist **Please include with bid.**

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

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

1. This sworn statement is submitted with Bid, Bid or Contract No. _____
for _____
2. This sworn statement is submitted by _____
(Name of entity submitting sworn statement)

Whose business address is _____
_____ and
(if applicable) its Federal Employer Identification Number (FEIN) is _____,
(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)
3. My name is _____ and my relationship to the entity
name above is _____.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287-133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime: or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(g)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

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

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

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

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

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

(Signature)

(Date)

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____,
(Name of individual signing)
who, after first being sworn by me, affixed his/her signature in the space provided above on this _____ day
of _____.

NOTARY PUBLIC

My commission expires: _____ FORM PUR 7068 (Rev. 11/89)

BID PROPOSAL

If awarded a Purchase Order on the basis of this proposal, the undersigned pledges to provide the equipment as specified in the Bid Proposal and the County Specifications barring delays due to strikes, fires, transportation difficulties or other causes beyond the control of the undersigned.

The following proposal is presented:

For: Uninterrupted Power Supply for Emergency Communication Center, per attached specifications.

EATON POWERWARE 9390IT, 40 kVA UPS	_____
OPTIONAL EATON POWERWARE SURGE PROTECTION DEVICE	_____
MAINTENANCE	_____
EATON POWERWARE TOTAL COST	_____

Pricing

Eaton Powerware 9390IT, 40 kVA, 208 input 120/208 volt output, Internal batteries not more than 6 months old, and integrated three breaker Maintenance Bypass sidecar.

First Year Power Trust to cover 7 x 24 emergency service with an 8 hour response time, one 5 x 8 UPS PM, one 5 X 8 battery PM, eNotify remote monitoring. Maintenance must be performed by **certified Eaton factory field service technicians only in order to preserve warranty**

5 x 8 factory start up

ConnectUPS-X Weg/SNMP/x-Hub card, NetWatch software and used with eNotify remote monitoring.

Environmental Probe (used with eNotify)

OPTIONAL EATON POWERWARE SURGE PROTECTION DEVICE:

Powerware 208 volt SPD panel, to be wired to the input panel that feeds the UPS system to protect the UPS electronics from lightning. PSD 400 with Surge counter.

SPECIFICATIONS FOR
Eaton Powerware 9390IT 40 KVA Uninterrupted Power Supply (UPS) unit.
Taylor County Board of County Commissioners

The intent of this request is to purchase an Eaton Powerware 9390IT Uninterrupted Power Supply to be located at 591 Hwy 27 East Perry, Florida. The purchase of the uninterrupted power supply will allow for the emergency communication center to remain operational during power failure/surgees until the onsite generator is operational.

The vendor shall bid on and include all hardware unless an exception is clearly elaborated upon. A complete list of hardware with all specifications is provided.

This bid is for equipment and maintenance only. Installation of this equipment is not part of the proposal. Bidders must only bid on specified items, no substitutions will be accepted. The vendor winning the bid is responsible for inventorying all equipment to ensure the complete order is delivered correctly and provide wiring specifications. The winning bidder will provide on-site meeting with the electrician as well as be on-site for start up, cutover, testing, and training. The winning bidder will provide 24 hour 7 day a week technical support.

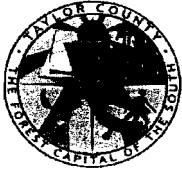
The winning bidder shall be on-site to inventory all equipment that is shipped on the scheduled delivery day at the specified address. Any corrections to delivery must be handled by the winning vendor.

If any equipment is found to be defective during installation and/or prior to the system cutover (when the system is placed into service), the winning bidder shall box and ship the item(s) to and from the manufacturer at no additional cost to Taylor County.

(12)

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

The Board to discuss request discussed at the May 1, 2012 Board Meeting from LT. Scott Lee, FWC to designate two parking spaces at the Keaton Beach and Steinhatchee Boat Ramps, one each for on-duty Law Enforcement and Public Safety, as agendaed by Jack Brown, County Administrator.

MEETING DATE REQUESTED:

May 15, 2012

Statement of Issue:

LT Scott Lee, FWC appeared before the Board at the May 1, 2012 Board Meeting under comments and concerns and asked that the Board consider designated parking spaces at the Keaton Beach and Steinhatchee Boat Ramp for on duty law enforcement and public safety vehicles.

Recommended Action: Approve

Fiscal Impact: Cost of signs

Budgeted Item: No

Submitted By: Jack R. Brown, County Administrator

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

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The request is to facilitate public safety's ability to being able to access ramps at critical time when the demand is the greatest.

Options: Approve/Disapprove

Attachments:

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Bruce Ratliff, County Property Appraiser, to appear before the Board to discuss the total estimate of assessed value for the current year for FY 2013 budget planning.

MEETING DATE REQUESTED:

May 15, 2012

Statement of Issue:

Bruce Ratliff, County Property Appraiser, called and requested to be added the Board's agenda in order to discuss the total estimate of assessed value for the current year for FY 2013 budget planning.

He request that he be at the front of the agenda as has to leave our Board meeting to make the same presentation to the School Board.

Recommended Action: N/A

Fiscal Impact: TBD

Budgeted Item: N/A

Submitted By: Jack R. Brown, County Administrator

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

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Presentation – To be presented.

Options: N/A

Attachments:

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Board to review and approve SHIP bid award recommendations for bids received for four (4) SHIP rehabilitation projects April 17, 2012 at 6:10 pm.

MEETING DATE REQUESTED:

May 15, 2012

Statement of Issue: Board to approve bid recommendation for the rehabilitation of four homes through the SHIP Program.

Recommended Action: Board to award bids as recommended on four SHIP rehabilitation projects.

Fiscal Impact: Not applicable. The projects are 100% grant funded.

Submitted By: Melody Cox

Contact: Melody Cox

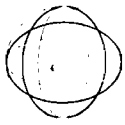
SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The Board received bids for four SHIP rehabilitation projects April 17, 2012. Certified Roofing and Construction was the low bidder on all four projects. It is recommended Certified Roofing be awarded all four projects as follows:

Charles Davis	1004 N. Quincy St.	\$24,325
Charlie Gray	705 12 th St.	\$25,000
Norma Tomlinson	108 Magnolia Rd.	\$25,000
Sandra Tyner	324 E. Park St.	\$20,575

No local contractors bid on these projects.

Attachments: Bid Recommendations from Meridian Community Services

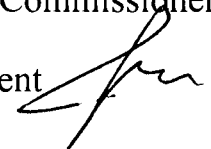


MERIDIAN

community services group, inc.

MEMORANDUM

TO: Taylor County Board of County Commissioners

FROM: Jay Moseley, Senior Vice President 

SUBJECT: Bid Award Recommendations

DATE: April 27, 2012

BID AWARD

On April 17, 2012 sealed bids were received and opened for four houses in the Taylor County SHIP Program for Housing Rehabilitation. The bids received were accepted and opened at a regular commission meeting. These bids were reviewed and recommendations are made in accordance with the Local Housing Assistance Plan. The applicants, recommended bidders and the amounts for these houses are listed below:

HOUSING REHABILITATION SHIP GRANT

APPLICANT	RECOMMENDED BIDDER	AMOUNT
Charles Davis	Certified Roofing and Const.	\$24,325*
Charlie Gray	Certified Roofing and Const.	\$25,000*
Norma Tomlinson	Certified Roofing and Const.	\$25,000*
Sandra Tyner	Certified Roofing and Const.	\$20,575

*The low bids received for these houses exceeded the maximum limit of \$25,000 allowed by the Housing Assistance Plan. The contractor that submitted the lowest bid was contacted and agreed to accept the amount listed of \$25,000 by reducing the scope of work as per the attached bid documents.

Recommended Action # 1: Award the houses as identified above.

Attachments:

Bid Documents

E-Mail from Certified Accepting Changes

Bid Tabulation with Recommendations

WORK WRITE-UP/BID FORM

Date: March 9, 2012

Page 1 of 2

THIS PAGE MUST BE INCLUDED WITH THE BID FOR IT TO BE VALID

All work to be performed in a workman-like manner, in accordance with the Taylor County Housing Program Specifications, local codes, and manufacturer specifications. The contractor shall be responsible for repairs and/or reinstallations of materials/equipment/fixtures damaged or removed due to any work item contained herein. Contractors shall properly dispose of all fixtures, materials and other items removed from the dwelling unless otherwise specified herein. All items must be cost itemized in the space provided or the bid will be rejected. Signature of contractor required at bottom of each page.

Work must be completed and approved within 60 days of the issuance of the Notice to Proceed.

The house is to be X occupied; vacant for 60 days.

I hereby certify that I am licensed by the State of Florida, Department of Business, and Professional Regulation, and that I am eligible to participate in the housing program. I also agree that change orders above the original contract amount shall only be paid for with housing program funds to correct documented code violations or to meet Section 8 Housing Quality Standards. Change orders must be approved by the homeowner or his representative, the contractor, and local government prior to any initiation of work based on that change order. Change orders must be recommended by the building department.

Company Name Johnson Johnson Construction Certified Housing Contractor
Contractor's Name (Print Name) Charlotte Johnson
Contractor's Signature Charlotte Johnson
Contractor's Address PO Box 16730 Newberry FL 32569
Contractors License # CBC 1252541 CCC 57237
Contractor's Phone Number 352-665-8553 (cell)

OFFICIAL USE ONLY

DATE SUBMITTED	_____	DATE ACCEPTED	_____
BID OPENED BY	_____	WITNESSED BY	_____
DATE OPENED	_____	TIME	_____
WORK WRITE-UP PREPARED BY	<u>Jay Moseley</u>	Date	<u>3-9-2012</u>

Owners Signature _____

Co-Owners Signature _____

Contractor's Signature _____

Taylor County SHIP HR WWU Bid form

1004 North Quincy Street, Perry, FL 32347

**TAYLOR COUNTY
HOUSING REHABILITATION PROGRAM
WORK WRITE-UP/BID FORM**

Owner: Charlie Gray Jr.

Address: 705 12th Street – Perry, FL

Mailing Address: Same

Phone #: 850-223-1779

Parcel # R05057-000

Date: March 9, 2012

The work write-up/bid form is a general outline of the work to be performed. Please refer to the project specification booklet for detailed instructions for each item noted below.

Item #	System	Description of Work	Location	Price
001	Flooring	Replace deteriorated joists and sills in kitchen.	Kitchen	800
002	Roof	Replace metal roof with new minimum 29 gauge metal roof, including any deteriorated support members.	All	4800
003	Plumbing	Replace tub and surround, including new valves and fixtures.	Bathroom	3200
004	Electrical	Upgrade panel and service to minimum 200 amp panel and service. Replace all wiring with new wiring and wire house to current code.	All	4375
005	HVAC	Install new electric HVAC system. New system shall be new central electric heating system (minimum 15 SEER) with service to all habitable rooms. Include all ductwork, piping, electrical, door and other items necessary for a complete system.	All	5300
006	Insulation	Insulate attic to minimum R-30.	Attic	600 Delete
007	Windows	Replace 2 windows in back bedroom with new aluminum single pane windows.	Back bedroom	475 Delete
008	Door	Replace front exterior door with new pre-hung door including new hardware and deadbolt.	Front Door	475

Owners Signature

Co-Owners Signature

Charlotte Johnson
Contractor's Signature

Taylor County SHIP HR WWU Bid form

705 Twelfth Street, Perry, FL 32347

THIS PAGE MUST BE INCLUDED WITH THE BID FOR IT TO BE VALID

All work to be performed in a workman-like manner, in accordance with the Taylor County Housing Program Specifications, local codes, and manufacturer specifications. The contractor shall be responsible for repairs and/or reinstallations of materials/equipment/fixtures damaged or removed due to any work item contained herein. Contractors shall properly dispose of all fixtures, materials and other items removed from the dwelling unless otherwise specified herein. All items must be cost itemized in the space provided or the bid will be rejected. Signature of contractor required at bottom of each page.

Work must be completed and approved within 60 days of the issuance of the Notice to Proceed.

The house is to be X occupied; _____ vacant for 60 days.

I hereby certify that I am licensed by the State of Florida, Department of Business, and Professional Regulation, and that I am eligible to participate in the housing program. I also agree that change orders above the original contract amount shall only be paid for with housing program funds to correct documented code violations or to meet Section 8 Housing Quality Standards. Change orders must be approved by the homeowner or his representative, the contractor, and local government prior to any initiation of work based on that change order. Change orders must be recommended by the building department.

Company Name Johnson Johnson Roofing Inc. Disinfectant Roofing + Const.
Contractor's Name (Print Name) Charlotte Johnson
Contractor's Signature Charlotte Johnson
Contractor's Address PO Box 1622 Perry FL 32069
Contractors License # CBC 1253541 CCC057237
Contractor's Phone Number 352-665-8553 (cell)

OFFICIAL USE ONLY

DATE SUBMITTED _____	DATE ACCEPTED _____
BID OPENED BY _____	WITNESSED BY _____
DATE OPENED _____	TIME _____
WORK WRITE-UP PREPARED BY <u>Jay Moseley</u>	Date <u>3-9-2012</u>

Owners Signature

Co-Owners Signature

Contractor's Signature

Taylor County SHIP HR WWU Bid form

705 Twelfth Street, Perry, FL 32347

THIS PAGE MUST BE INCLUDED WITH THE BID FOR IT TO BE VALID

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Work must be completed and approved within 60 days of the issuance of the Notice to Proceed.

The house is to be X occupied; _____ vacant for 60 days.

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Company Name Johnson, Johnson Roofing Inc. Certified Roofing & Const.
Contractor's Name (Print Name) Charlotte Johnson
Contractor's Signature Charlotte Johnson
Contractor's Address PO Box 1688 Newberry FL 32669
Contractors License # CBC 1252541 CCC 057237
Contractor's Phone Number 352-665-8553 (cell)

OFFICIAL USE ONLY

DATE SUBMITTED	_____	DATE ACCEPTED	_____
BID OPENED BY	_____	WITNESSED BY	_____
DATE OPENED	_____	TIME	_____
WORK WRITE-UP PREPARED BY	<u>Jay Moseley</u>	Date	<u>3-9-2012</u>

Owners Signature

Co-Owners Signature

Contractor's Signature

Taylor County SHIP HR WWU Bid form

108 Magnolia Road, Perry, FL 32647

THIS PAGE MUST BE INCLUDED WITH THE BID FOR IT TO BE VALID

All work to be performed in a workman-like manner, in accordance with the Taylor County Housing Program Specifications, local codes, and manufacturer specifications. The contractor shall be responsible for repairs and/or reinstallations of materials/equipment/fixtures damaged or removed due to any work item contained herein. Contractors shall properly dispose of all fixtures, materials and other items removed from the dwelling unless otherwise specified herein. All items must be cost itemized in the space provided or the bid will be rejected. Signature of contractor required at bottom of each page.

Work must be completed and approved within 60 days of the issuance of the Notice to Proceed.

The house is to be X occupied; _____ vacant for 60 days.

I hereby certify that I am licensed by the State of Florida, Department of Business, and Professional Regulation, and that I am eligible to participate in the housing program. I also agree that change orders above the original contract amount shall only be paid for with housing program funds to correct documented code violations or to meet Section 8 Housing Quality Standards. Change orders must be approved by the homeowner or his representative, the contractor, and local government prior to any initiation of work based on that change order. Change orders must be recommended by the building department.

Company Name Johnson + Johnson - Redding-Bedford-Cathey & Redding, Inc.
Contractor's Name (Print Name) Charlotte Johnson
Contractor's Signature Charlotte Johnson
Contractor's Address 10604 N. 7th St. Fort Lauderdale, FL 33266
Contractors License # CBC 1252541 CCC 057237
Contractor's Phone Number (352) 665-8553 (cell)

OFFICIAL USE ONLY

DATE SUBMITTED	DATE ACCEPTED
BID OPENED BY	WITNESSED BY
DATE OPENED	TIME
WORK WRITE-UP PREPARED BY <u>Jay Moseley</u>	Date <u>3-9-2012</u>

_____ Owners Signature	_____ Co-Owners Signature	_____ Contractor's Signature
<u>Taylor County SHIP HR WWU Bid form</u>	<u>324 E Park Street, Perry, FL 32648</u>	

TAYLOR COUNTY SHIP BID TABULATION

TUESDAY April 17, 2012

Contractor	Charles Davis	Charlie Gray	Norma Tomlinson	Sandra Tyner
Designated Florida Homes, Inc.	only wants to do roof 12,499.00		do windows 24,948	Does not want to do windows 24,948
Certified Roofing and Construction, Inc.	29,425.00	26,325.00	29,700.00	20,575.00
Michael Lynn, Inc.				
Chad Banks (CB Construction)	37,569.00			23,070.00
Recommended Contractor	Certified Roofing	Certified Roofing	Certified Roofing	Certified Roofing

Openend By:

Melody Cox

Signature

Melody Cox

Print

Witnessed by: Z.E.

Bid Opening:

Tuesday April 17th, 2012 at 6:10 PM

BOCC Meeting

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to discuss and approve Section 504 Compliance Policy, Evaluation Plan, Transition Plan, And Grievance/Complaint Procedures For Community Development Block Grant Programs And Projects

MEETING DATE REQUESTED:

May 15, 2012

Statement of Issue: Board to discuss and approve Section 504 Compliance Policy for CDBG programs and projects.

Recommended Action: Board of approve Section 504 Compliance Policy

Fiscal Impact: The Section 504 Compliance Policy is a requirement to be eligible for all Community Development Block Grants (CDBG) including housing, infrastructure, and economic development.

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The County is required to have a Section 504 Compliance Policy, Evaluation Plan, Transition Plan, And Grievance/Complaint Procedures to be eligible for and be in compliance with CDBG programs and projects. The Plan sets standards for the County to ensure County facilities and federally funded facilities, programs and/or activities offer handicap accessibility and do not discriminate against those with physical disabilities. A Transition Plan is required for facilities or projects which are currently not accessible to the physically disabled. The County had a CDBG audit May 1, 2012 and not having an active Section 504 Compliance Policy was the only finding.

Attachments: Taylor County Section 504 Compliance Policy, Evaluation Plan, Transition Plan, And Grievance/Complaint Procedures For Community Development Block Grant Programs And Projects template.

TAYLOR COUNTY, FLORIDA
SECTION 504 COMPLIANCE POLICY,
EVALUATION PLAN,
TRANSITION PLAN,
AND GRIEVANCE/COMPLAINT PROCEDURES
FOR
COMMUNITY DEVELOPMENT BLOCK GRANT
PROGRAMS AND PROJECTS

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1. GENERAL POLICY

A. APPLICABILITY

This Section 504 Compliance Policy establishes procedures and guidelines that shall be used to effectuate compliance with nondiscrimination based on handicap to the end that no otherwise qualified individual with handicaps in the United States shall, solely by reason of his or her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance from the Department of Housing and Urban Development (HUD). Compliance with Section 504 does not assure compliance with requirements for accessibility by physically handicapped persons imposed under the Architectural Barriers Act of 1968. All HUD Federally financed activities shall be accomplished in compliance with applicable state and federal laws.

B. SECTION 504 LAW AND REGULATIONS

Laws relative to nondiscrimination based on handicap in federally assisted programs of HUD, in general, may be found in Section 504 of the Rehabilitation Act of 1973 (as amended), Section 109 of the Housing and Community Development Act of 1974 (as amended), and 24 CFR, Part 8. The provisions of these nondiscriminatory procedures shall not be construed to conflict with or supersede the requirements of any other applicable state or federal laws or regulations. In regard to programs or activities in connection with Community Development Block Grants (CDBG), the U.S. Department of Housing and Urban Development (HUD) grant administration regulations relating to nondiscriminatory practices are promulgated in the Uniform Federal Accessibility Standards (UFAS). This document, which sets standards for facility accessibility by physically handicapped persons for federally funded facilities, programs, and/or activities, is hereby incorporated by reference. Future

state or federal regulations applicable to nondiscriminatory practices under the CDBG Program shall supersede and/or supplement this policy.

C. DEFINITIONS

1. "Accessible," when used with respect to the design, construction, or alteration of a facility or a portion of a facility other than an individual dwelling unit, means that the facility or portion of the facility when designed, constructed or altered, can be approached, entered, and used by individuals with physical handicaps.
2. "Accessible," when used with respect to the design, construction, or alteration of an individual dwelling unit, means that the unit is located on an accessible route and when designed, constructed, altered, or adapted can be approached, entered, and used by individuals with physical handicaps.
3. "Accessible route" means a continuous unobstructed path connecting accessible elements and spaces in a building or facility that complies with the space and reach requirements of applicable standards prescribed by 24 CFR, Part 8, Section 8.32.
4. "Adaptability" means the ability of certain elements of a dwelling unit, such as kitchen counters, sinks, and grab bars, to be added to, raised, lowered, or otherwise altered, to accommodate the needs of persons with or without handicaps, or to accommodate the needs of persons with different types or degrees of disability.
5. "Auxiliary aids" means services or devices that enable persons with impaired sensory, manual, or speaking skills to have an equal opportunity to participate in, and enjoy the benefits of, programs or activities receiving Federal financial assistance (i.e., readers, Braille materials, audio recordings, telephone communication devices for deaf persons (TDD's), interpreters, etc.).
6. "Individual with handicaps" means any person who has a physical or mental impairment that substantially limits one or more major life activities; has a record of such an impairment; or is regarded as having such an impairment.
7. "Qualified individual with handicaps" means:

- (a) with respect to employment, an individual with handicaps who, with reasonable accommodation, can perform the essential functions of the job in question; and
- (b) with respect to any non-employment program, an individual with handicaps who meets the essential eligibility requirements and who can achieve the purpose of the program or activity without modifications in the program or activity that Taylor County can demonstrate would result in a fundamental alteration in its nature; or
- (c) with respect to any other non-employment program or activity, an individual with handicaps who meets the essential eligibility requirements for participation in, or receipt of benefits from, that program or activity.

8. "Undue hardship" means financial or administrative burdens, which would be imposed on the operation of Taylor County's program. Factors to be considered include:

- (a) the overall size of Taylor County's program with respect to number of employees, number and type of facilities, and size of budget;
- (b) the type of Taylor County's operation, including the composition and structure of the workforce; and
- (c) the nature and cost of the accommodation needed.

II. COMMUNICATIONS

A. AUXILIARY AIDS

Taylor County shall furnish appropriate auxiliary aids where necessary to afford an individual with handicaps an equal opportunity to participate in, and enjoy the benefits of, a program or activity receiving Federal financial assistance. The County is not required to provide individually prescribed devices or other devices of a personal nature. Where the County communicates with applicants and beneficiaries via telephone, telecommunication devices for deaf persons (TDD's) shall be used. The telephone number to utilize the TDD is (800) 955-8770. This is a statewide Telecommunications Relay Service. The Relay Service provides 24-hour telephone access staffed by specially trained Communications Assistants using special telecommunications equipment. Taylor County shall adopt and implement procedures to ensure that interested persons (including persons with impaired vision or

hearing) can obtain information concerning the existence and location of accessible services, activities, and facilities. Mobility impaired persons in wheelchairs should call ahead for assistance, blind individuals should call ahead for escorts, and deaf persons should call ahead for an interpreter (person schooled in sign language). In brief, if the disabled person calls County offices prior to the event and communicates to an employee the particular problem, which he or she has, assistance will be provided accordingly. However, Section 504 does not require the County to take any action that the County can demonstrate would result in a fundamental alteration in the nature of a program or activity or in undue financial and administrative burdens.

III. EMPLOYMENT

A. GENERAL PROHIBITIONS

No qualified individual with handicaps shall, solely on the basis of handicap, be subjected to discrimination in employment under any program or activity that receives Federal financial assistance from HUD.

B. REASONABLE ACCOMMODATION

Taylor County shall make reasonable accommodation to the known physical or mental limitations of an otherwise qualified applicant with handicaps or employee with handicaps, unless the County can demonstrate that the accommodation would impose an undue hardship on the operation of its program. The County may not deny any employment opportunity to a qualified handicapped employee or applicant if the basis for the denial is the need to make reasonable accommodation to the physical or mental limitations of the employee or applicant.

C. EMPLOYMENT CRITERIA

Taylor County will not use any employment test or other selection criterion that screens out individuals with handicaps nor make any pre-employment inquiry of an applicant to determine whether the applicant is an individual with handicaps or to the nature or severity of

a handicap. The County may, however, make pre-employment inquiry into an applicant's ability to perform job-related functions.

IV. PROGRAM ACCESSIBILITY

A. GENERAL REQUIREMENTS

No qualified individual with handicaps shall, because Taylor County's facilities are inaccessible to or unusable by individuals with handicaps, be denied the benefits of, be excluded from participation in, or otherwise be subjected to discrimination under any program or activity that receives Federal financial assistance.

B. NON-HOUSING FACILITIES

New non-housing facilities shall be designed and constructed to be readily accessible to and usable by individuals with handicaps. Alterations to existing non-housing facilities shall, to the maximum extent feasible, be made to make them more readily accessible to and usable by individuals with handicaps. The County shall operate each non-housing program or activity receiving Federal financial assistance so that the program or activity, when viewed in its entirety is readily accessible to and usable by individuals with handicaps.

1. Methods

Taylor County may comply with the requirements of this section through such means as location of programs or services to ensure accessible facilities or accessible portions of facilities, assignment of aides to beneficiaries, home visits, the addition or redesign of equipment, changes in management policies or procedures, acquisition or construction of additional facilities, or alterations to existing facilities. The County is not required to make structural changes in existing facilities where other methods are effective in achieving compliance with this section.

2. Historic Preservation Programs or Activities

In meeting Section 504 requirements in historic preservation programs or activities, Taylor County shall give priority to methods that provide physical access to individuals with handicaps. However, in cases where a physical alteration to an historic property would substantially impair the "significant historic features" of the property or result in undue financial and administrative burdens, the structural modifications need not be made. In unique cases where this occurs, the precise alterations, impact and reasons for noncompliance shall be completely documented,

V. ENFORCEMENT

A. ASSURANCES

An applicant for Federal financial assistance for a program or activity to which Section 504 applies shall submit an assurance to HUD on a form specified by the responsible civil rights official that the program or activity will be operated in compliance with Section 504. In the case of Federal financial assistance extended in the form of real property or to provide real property or structures on the property, the assurance will obligate Taylor County for the period during which the real property or structures are used for the purpose for which Federal financial assistance is extended. In the case of Federal financial assistance extended to provide personal property, the assurance will obligate the County for the period during which it retains ownership or possession of the property. In all other cases, the assurance will obligate the County for the period during which Federal financial assistance is extended.

B. SELF-EVALUATION

Taylor County shall, as expeditiously as possible, and after consultation with interested persons, including individuals with handicaps or with organizations representing those individuals:

1. evaluate its current policies and practices to determine whether they do not or may not meet the requirements of Section 504;

2. modify any policies and practices that do not meet the requirements of Section 504; and
3. take appropriate corrective steps to remedy the discrimination.

The attached Self-Evaluation Plan will be utilized to review each public facility for accessibility and compliance. The results of this evaluation are to be utilized in preparing the Transition Plan.

A recipient that employs fifteen or more persons shall, for at least three years following completion of the evaluation, maintain on file, make available for public inspection, and provide to the responsible civil rights official, upon request: a list of the interested persons consulted, a description of areas examined and any problems identified, and a description of any modifications made and or any remedial steps taken.

C. DESIGNATION OF RESPONSIBLE EMPLOYEE

A recipient that employs fifteen or more persons shall designate at least one person to coordinate its efforts with Section 504. The responsible person designated is _____ and can be reached at telephone number _____.

VI. GRIEVANCE PROCEDURES/COMPLAINT RESOLUTION

A. GENERAL PROVISIONS

A recipient that employs fifteen or more persons shall adopt grievance procedures that incorporate appropriate due process standards and that provide for the prompt and equitable resolution of complaints alleging any action prohibited by Section 504.

B. NOTICE

A recipient that employs fifteen or more persons shall take appropriate initial and continuing steps to notify participants, beneficiaries, applicants, and employees, including those with hearing and vision impairments, and unions and professional organizations that it does not discriminate on the basis of handicap. The notification shall state that the recipient does not discriminate in regards to its federally assisted programs. The notification shall also

include an identification of the responsible employee designated to coordinate with Section 504 (See Section V, Paragraph C above). The initial notification shall be made as soon as possible but within 90 days of Policy adoption. Methods of notification may include the posting of notices or publication in newspapers. Any such notice must include all of the information discussed in this paragraph. The recipient must also ensure that members of the population likely to be affected directly by a federally assisted program who have visual or hearing impairments are provided with the information necessary to understand and participate in the program.

C. GRIEVANCE PROCEDURES

Any person or any representative of such a person who believes that he or she has been discriminated against should first contact, in writing the person identified as Coordinator on page 8 of this policy. The grievance must be filed within thirty days of the alleged discriminatory act and must give the following:

1. name and address of the complainant;
2. name and address of the alleged offending party;
3. specific details, in a near chronological order, of the events leading to the alleged action;
4. the alleged discrimination;
5. names, addresses and phone numbers of any witnesses or other persons having knowledge of the circumstances; and
6. any other relevant information.

The Coordinator will attempt to satisfactorily resolve the issue, informally, by contacting the involved parties within twenty days of receipt. Documentation of all phone calls, contacts and information received or disseminated must be carefully kept. Additionally, the members of the elected government must be kept informed and up-to-date regarding the grievance and the progress in resolution. This information flow will occur via written progress reports, no less frequently than monthly, and discussions, as necessary, at each regularly scheduled meeting of the elected body.

The Citizens Advisory Task Force (CATF) will be called into session to advise the Coordinator and to fashion a plan for resolution should initial resolution attempts fail. This group will function in an advisory capacity as specified in the document, which establishes their existence. Records of proceedings will be maintained and forwarded to the elected body. The CATF may call both parties together in an attempt to reach an amicable solution. The Coordinator will act as the intermediary between the CATF and the electorate and will ensure the same information flow as described above.

Should informal resolution be unsuccessful, the grievance will be elevated to the formal stage. All communications will occur only in written form, via certified mail. The County's attorney will become the lead official, acting on behalf of and with the consent of the local governing body. Maximum effort will be given to achievement of a mutually agreeable resolution with all proceedings and communications thoroughly and precisely documented.

If the preceding attempts remain unsuccessful, the matter shall be officially brought to the attention of the applicable State or Federal agency and their guidance solicited and followed.

Information in the sections which follow expand further on grievance/complaints which have exhausted local capability.

D. COMPLIANCE INFORMATION

Each recipient shall keep such records and submit to the responsible civil rights official complete and accurate compliance reports upon request. The records shall indicate the extent to which individuals with handicaps are beneficiaries of federally assisted programs. Each recipient shall permit access to these records by the responsible civil rights official and the general public during normal business hours.

E. DISCRIMINATION COMPLAINTS/GRIEVANCES

Any person, or any representative of such a person, who believes that he or she has been discriminated against may file a confidential complaint with HUD's Office of Fair

Housing and Equal Opportunity, Department of Housing and Urban Development, Washington, D.C. 20410. The written complaint must be filed within 180 days of the alleged discriminatory act. The complaint must give the name and address of the alleged complainant, the name and address of the offending party, and the details of the events leading to the charge of discrimination. The responsible civil rights official will notify both the complainant and the recipient of the agency's receipt of the complaint within ten calendar days.

F. COMPLAINT/GRIEVANCE RESOLUTION

HUD's civil rights official will review the case for acceptance, rejection, or referral within twenty days of acknowledgement of receipt of the complaint. The recipient of federal monies is then notified of the complaint and is given a chance to respond in writing within thirty days of receiving it. HUD officials then attempt to resolve the complaint informally. If informal resolution is not possible, an investigation is conducted resulting in either a dismissal of the complaint or a letter of findings against the recipient which must be issued within 180 days of receipt of the complaint. The letter of findings is then sent via certified mail, return receipt requested, to both the complainant and the recipient. Within ten days of notification of noncompliance, the recipient may volunteer to comply with the regulation. Otherwise, compliance may be effected by the suspension or termination of, or refusal to grant or continue Federal financial assistance.

This last measure is the end result of a process, which goes through many channels: (1) the recipient is notified of its failure to comply, (2) a finding of noncompliance is formally recorded after the recipient has been given the opportunity for a hearing, (3) the Secretary of HUD approves the action, and (4) thirty days expire after the Secretary has filed a report with the committees of the House and Senate having legislative jurisdiction over the program or activity involved.

Intimidatory or retaliatory acts by the recipient or the offended party is prohibited. No intimidation, threats, coercion, or discrimination against any person for having participated in this investigation is permitted. The identity of complainants shall be kept confidential except to the extent necessary to carry out the intent of this policy.

Approved by the County Commission of Taylor County, Florida, this

_____ day of _____, 20____.

Chairman

ATTEST

County Clerk

ATTACHMENT A SELF-EVALUATION PLAN

1. **Parking:**
 - (a) handicapped designated parking spaces provided
 - (b) spaces closest to accessible entrance and on accessible route
 - (c) spaces minimum of 96" in width
 - (d) access aisle adjacent to parking space and minimum of 60" in width
 - (e) slope of space and access aisle is maximum of 1:50
 - (f) spaces marked with universal access codes
2. **Accessible Route:**
 - (a) unobstructed path
 - (b) minimum width of 36"
 - (c) minimum passing space of 60" at 200' intervals
 - (d) minimum head room of 80"
 - (e) surface texture of firm, stable, non-slip material
 - (f) slope not to exceed 1:20
 - (g) if slope exceeds .5", install ramp (see Section 5)
 - (h) gratings of maximum .5" width in direction of route
3. **Outside Paths and Walks:**
 - (a) minimum of one accessible route in boundary of site from public transportation stops, parking, passenger loading zones, streets or sidewalks.
4. **Curb Ramps:**
 - (a) provided where an accessible route crosses a curb
 - (b) maximum slope of 1:12
 - (c) minimum width of 36"
 - (d) firm, stable, non-slip surface
 - (e) maximum slope of flared sides of 1: 10 if no hand or guard rails provided
5. **Ramps:**
 - (a) provided on any part of an accessible route with a slope exceeding 1:20
 - (b) maximum slope of 1:12
 - (c) maximum cross slope of 1:50
 - (d) firm, stable, non-slip surface
 - (e) 30" to 34" high handrails extending 1' beyond top and bottom of ramp provided is ramp rise exceeds 6" and run exceeds 72"
 - (f) edge protection to prevent slipping off ramps
 - (g) level landing same width as ramp and minimum of 60" in length at top and bottom of ramp and at turn of ramp

6. Building Entrance:

- (a) minimum of one principle entrance
- (b) on an accessible route
- (c) level entry or sloped with a 32" non-revolving door
- (d) minimum of 32" width
- (e) entryway clear of obstacles
- (f) hardware maximum height of 48", and push/pull type or lever operated
- (g) maximum of 8.5 lbf exterior hinged door, 5 lbf interior hinged, sliding or folding
- (h) maximum of .5" height with leveled edge and maximum slope of 1:2

7. Elevators:

- (a) minimum of one serving each level on an accessible route in a multi-story facility where levels are not connected by ramps
- (b) self-leveling with reopening devices
- (c) doors remain open for 3 seconds
- (d) minimum side opening of 51" x 58" and minimum front opening of 51" x 80"
- (e) centered maximum of 42" from floor and light
- (f) control panel maximum of 48" from floor with buttons minimum of 3/4" and marked with raised characters

8. Lifts:

- (a) may be used in lieu of elevator
- (b) minimum of 30" x 48"
- (c) control panel maximum of 48" front approach and 54" parallel approach
- (d) one hand operable

9. Toilets:

- (a) on accessible route
- (b) entrance door minimum of 32" with lever handle or push/pull type hardware
- (c) door closer 5 lbf maximum effort to open
- (d) unobstructed space
- (e) doors on stalls minimum of 32" and stalls minimum of 36"
- (f) grab bars 33-36" high at back and side of commode, 1.25-1.5" diameter, and 1.5" clear of wall
- (g) commode seat 17-19" height
- (h) toilet paper dispenser 19" minimum above floor
- (i) lavatory maximum 34" height, drain and hot water pipes insulated, and minimum 29" clearance below apron
- (j) mirror bottom 40" maximum above floor
- (k) urinal basin opening maximum 17" from floor
- (l) towel dispenser and disposal unit height 40" maximum above floor
- (m) faucet handles extended

10. Drinking Fountains:

- (a) 50% of water fountains must be accessible on each floor; if only one is available, it must be accessible
- (b) on an accessible route
- (c) spout mounted 36" above floor
- (d) controls must be operable with one hand without grasping or twisting
- (e) wall mounted bottom of apron to floor 27" minimum; built in 30" x 48" minimum in front of fountain

11. Warning Signals:

- (a) If warning systems are provided, both visual and audible should be provided
- (b) signals must be perceptible above prevailing sounds
- (c) signals must be visual--flashing exit signs

12. Meeting Rooms and Conference Areas:

- (a) are all rooms handicapped accessible
- (b) minimum of three wheelchair locations in lieu of seats
- (c) wheelchair locations must be on an accessible route
- (d) wheelchair locations forward access must be a minimum of 48" long x 33" wide and side access must be a minimum of 60" long x 33" wide
- (e) performing areas must be on an accessible route
- (f) listening systems must be audio looped and radio frequency acceptable

13. Public Telephones:

- (a) minimum of one per floor if phones are installed
- (b) on an accessible route with clear floor space 30" x 48"
- (c) highest operable control 48" for front approach and 54" for parallel approach
- (d) control must be push buttons
- (e) at least one phone shall generate a magnetic field and at least one shall have a volume control for the hearing-impaired

Definition: Handicapped means wheelchair bound, mobility impaired, hearing impaired, deaf, and/or blind.

ATTACHMENT B
SELF EVALUATION PLAN
&
TRANSITION PLAN PREPARATION
PARTICIPATING PARTIES

The below listed individuals, bodies, organization, firms, or individuals have participated in the preparation of the Transition Plan based on results obtained from analysis of the completed Self Evaluation Plan for each public facility.

Review of each facility deficiencies identified in the Self-Evaluation format was conducted with goals established for correction to the maximum extent of the County's capability. Factors considered in assigning implementation timeframes include, but are not limited to, the number of known handicapped individuals currently residing in the jurisdiction, an assessment of potential for future residence of handicapped individuals, age and material condition of the facility, intended use of the facility, potential for future use by handicapped persons, type of changes necessary to achieve compliance, estimated cost of achieving compliance, resource availability of the County to fund compliance changes, techniques available to obtain funding if not available, time frame estimates and/or projections based on current need and funding or on projected need and funding and any other unique non-quantifiable factors which may enter the decision process.

It is herein emphasized that the goal of attaining full compliance has been set and has been the guiding criteria of the participants listed.

Participating Parties:

Taylor County Commission
Taylor County Staff
Grant Consultants from Meridian Community Services Group, Inc.

ATTACHMENT C
TRANSITION PLAN
FOR
SECTION 504 COMPLIANCE

Facility	Modifications Needed	Currently in Compliance? Yes or No	Target Date for Compliance

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Board to review and approve Change Order in the amount of \$8,358.88 for the Community Development Block Grant (CDBG) funded demolition and new construction of the home of Jamie Baumgardner.

MEETING DATE REQUESTED:

May 15, 2012

Statement of Issue: Requesting approval of a Change Order in the amount of \$8,358.88 for the CDBG funded demolition and new construction of the home of Jamie Baumgardner, 4920 Jones/Baumgardner Lane, Perry.

Recommended Action: Approve Change Order.

Fiscal Impact: This project is 100% funded through the CDBG program.

Budgeted Expense: Y/N

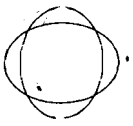
Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: During the construction of the new home of Jamie Baumgardner a new septic system was discovered and was necessary to meet current codes. Meridian Community Services Group has verified all costs associated with the Change Order.

Attachments: Change Order and support documentation.

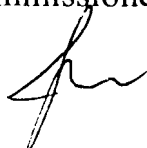


MERIDIAN

community is. building up. and. down.

MEMORANDUM

TO: Taylor County Board of County Commissioners

FROM: Jay Moseley, Senior Vice President 

SUBJECT: Change Order – Jaime Baumgardner

DATE: April 27, 2012

During the construction of the new house for the CDBG applicant listed above, it was discovered that a new septic system was necessary in order to meet current codes. Her existing system was located too close to her well and by code, had to be replaced. The attached change order reflects necessary improvements in order to receive a Certificate of Occupancy.

The change order includes a new elevated system, lift station and mounded drain field. It also required the removal of several trees in order to install the new system. This C.O. also included minor repairs to her well.

Attached is a current budget that includes all current obligations. We do anticipate a Change Order for one more house (Hoffman) that will be forthcoming. But as of now, there is \$42,533.11 remaining in the budget. This is not enough money to do another house as all of the remaining applicants would require replacement houses. Any remaining funds will have to be de-obligated.

Recommended Action # 1: Approve Change Order # 1 for \$8,358.88.

Attachments:

Change Order w/ back up documentation
Current Budget (Includes these Changes)

Taylor Change Order
CONTRACT FOR REHABILITATION WORK

~~~~Backup paperwork is needed with change order~~~~

Change Order # 1

Owner Jamie L Baumgardner

Contractor Jerry Walters Construction, Inc.

Jobsite Address 4920 Jone/Baumgardner Lane, Perry, FL 32348

The Contract for Rehabilitation Work entered into on 11/03/2011, by and between the above Owner and Contractor and approved by the local government is hereby amended to include the following changes, additions and/or deletions to the work (**attach additional sheets if needed**):

		Original Contract Price		\$67,360.00
Item #	System	Description of Work	Location	Price
1		Remove 2 trees + 2nd older Septic		1750.-
2		Flip House + Change Shower to Tub. (Blue Paint)		75.-
3		Septic System See See Attached		5705.-
4		Repair well electric + pressure switch		68.99
TOTAL		7598.99 + 10% = (759.89)		TOTAL 8358.88

This Change Order hereby becomes an integral part of the Contract, pursuant to Sections 18 and 19 of the Contract.

The Contract amount is hereby amended by this change order amount of:

Check One
CDBG Funds ☒ Private Funds ☐

New Total (including all previous change orders)
\$ 8358.88 \$ 75,718.88

The work completion deadline: (check all that apply)

- ☒ Is not extended
☐ Is extended to (date) _____
☒ Occupancy of the structure will be as originally contracted
☐ The structure will need to be vacant for an additional _____ days

[Signature] 4-6-12 [Signature] 4-10-2012
Contractor Signature Date Owner Signature Date
[Signature] 4/27/12 _____
Housing Rehab Spec. Date Local Government Rep Date

Item 1

MELVIN'S HAULING, INC.
P.O. BOX 887
PERRY, FL. 32348

Business Phone: 850-584-5385
Cellular: 850-843-0184

Melvin M. Bowden, Jr.
Owner

Jerry Walters Construction Inc.
25316 Celmar Street
Brooksville, Fl. 34601
Fax: 352-544-0223

3-12-12

Job: Baumgardner

Dig up and haul off 2 large Cedar trees. \$1,500.00

Crush and fill in old Septic tank. \$ 250.00

Total Due

\$1,750.00

Per Jay
Change order

TERMS: DUE UPON RECEIPT.
NET 10 DAYS.

A FINANCE CHARGE WILL BE APPLIED ON ALL UNPAID ITEMS OVER 30 DAYS. FINANCE CHARGES ARE
1.5% - PER MONTH. (18%APR)

Covington Design Works, Inc.
10767 E. Flounder Drive
Floral City, FL 34436
(352) 344-0893

ITEM 2

Invoice

Date	Invoice #
1/15/2012	1595

Bill To
JERRY WALTERS 25316 CELMAR STREET BROOKSVILLE FL. 34601

Customer

Quantity	Description	Rate	Amount
	COMPLETED PLAN FOR APPROVAL REVERSED 1200 SQ.FT. MODEL	75.00	75.00
			for Change order

Thank you for your business.

Balance is due within 30 days. Late fees may be applied after 30 days.

Total

\$75.00

BILLY SIMMONS'
BACKHOE and HAULING
& SEPTIC TANK CONTRACTOR
Billy Simmons, Owner

Lot Clearing • Driveways • Culvert Installation
Fill Dirt • Limerock • Gravel

**Insured/D.O.C. Lic. # SR 0071265
I.D. # 59-3384202**

**338 River Road
Lamont, FL 32336**

(850) 997-0877
Mobile (850) 509-1465

**Customer's
Order No. _____**

Order No.**Date**

Date 3-17-12 20

20

SOLD TO**ADDRESS****SALESMAN**

TERMS

CASH	CHARGE	C. O. D.	PAID OUT	RETD. MDSE.	RECD. ON ACCT.
QUAN.	DESCRIPTION			PRICE	AMOUNT
	In stalled complete				
	septic system				
1050	Gallon Tank			1000	00
300	Gallon Tank			750	00
375	SQ ft Dranfield			350	00
1	Effluence sewer pump			325	00
1	High water Alarm			225	00
1	pumpout + Abandonment			225	00
	Excavating and placing			100	00
	fill-dirt				
	Total				
					3,975 00
Thank You					

ALL Claims and Returned Goods MUST Be Accompanied By This Bill

SIGNATURE

paid 3-26-12
cb #17450



Taylor County Health Department
1215 N Peacock Ave Perry, FL 32347

PAYING ON: PERMIT #: 62-SP-1383368 BILL DOC #: 62-BID-1865327 CONSTRUCTION APPLICATION #: AP1055739
RECEIVED FROM: Jerry Walters Construction Inc. AMOUNT PAID: \$ 380.00
PAYMENT FORM: CREDIT CARD 6075 PAYMENT DATE: 12/15/2011

MAIL TO: **Jamie Baumgardner**

FACILITY NAME : _____

PROPERTY LOCATION:

Jamie Baumgardner
4920 Jones Baumgardner Ln
Perry, FL 32348

Lot: _____ Block: _____

Property ID: 06236-010

EXPLANATION or DESCRIPTION:	QUANTITY	FEE
123 - OSTDS Construction Site Evaluation	1	\$ 115.00
-1 - Application surcharge	1	\$ 10.00
-1 - Site evaluation surcharge	1	\$ 20.00
22 - OSTDS Construction Application and Plan Review, New	1	\$ 100.00
128 - OSTDS Construction System Inspection Research Fee	1	\$ 5.00
127 - OSTDS Construction System Inspection	1	\$ 75.00
126 - OSTDS Construction Permit (New or Mod, Amendment)	1	\$ 55.00

Existing System
was 6 and I was 50.00
30 charged 50.00
50 : Amended 50.00
380.00
- 50
330.00
Charge order

RECEIVED BY: ErnstCB

AUDIT CONTROL NO. 62-PID-1795492

paid 12/15/11
02/14/12

Item 3

MELVIN'S HAULING, INC.
P.O. BOX 887
PERRY, FL. 32348

Invoice # 12- 044

Business phone: 850-584-5385
Cellular phone :850-843-0184

Melvin Bowden Jr.
Owner

Jerry Walters Construction, Inc.
25316 Cellmar St.
Brooksville, FL. 34601
Fax: 352-544-0223

3-16-12

Job: Baumgardner

Haul 8 loads of Sand for Septic System @ \$125.00
Per load.

\$1,000.00

Total Due

\$1,000.00

Per: Jerry

TERMS: DUE UPON RECEIPT.
NET 10 DAYS.

Change order
For Septic mound

paid 3-19-12
CP # 744

ITEM 3

JERRY WALTERS CONSTRUCTION, INC.

25316 CELMAR STREET
BROOKSVILLE, FL 34601
(352) 544-0223

: Baumgardner

3-29-12

Labor + material For Septic
mound Stabilization

Total
200.00

→ Hay + seed 18.00
Labor 182.00

HICKS FEED GARDEN CN
1114 S JEFFERSON ST
PERRY, FL 32348
850-584-2068

BATCH: 152
S-A-L-E-S D-R-A-F-T
72159873
680763825488

REF: 0019
CD TYPE: VISA
TR TYPE: PURCHASE
DATE: MAR 29, 12 13:17:47

TOTAL \$18.00

ACCT: *****6075 EXP: **/**
AP: 824696
TRAN: 162089622670642

TAX \$0.00

CARDMEMBER ACKNOWLEDGES RECEIPT OF GOODS
AND/OR SERVICES IN THE AMOUNT OF THE
TOTAL SHOWN HEREON AND AGREES TO PERFORM
THE OBLIGATIONS SET FORTH BY THE
CARDMEMBER'S AGREEMENT WITH THE ISSUER

THANKS FOR USING VISA

CUSTOMER COPY

Total 200.00

**Lake-Sumter
Electric, LLC**

**2798 NW 27th Terrace
Lake Panasoffkee, FL 33538
Phone (352)793-8092 Fax (352)793-1554**

ELECTRICAL WORK ORDER

6002

INVOICE

Name: Jerry Walters Construction
Address: 25316 Celmar St
City, St, Zip: Brooksville, FL
Phone: 352-544-0223

Invoice Date:	3/29/2012
Date Complete:	3/29/2012
Job Location(s):	
Job Name(s):	Baumgardner
Contract	Daywork Extra X

Install	Repair	Replace	Inspect	Troubleshoot	Rough Wire	Finish Wire	Description of Work			
Temp Service							Underground wiring installation for septic on 120V circuit.			
Light Fixtures										
Switches										
Receptacles										
Recep GFCI										
Service Panel										
Sub Panel							Labor	Hours	Rate	Amount
Circuit Brkr									200	\$ 200.00
Solar Panels										\$ -
Fuses										\$ -
Antenna Wire										\$ -
Cable TV Wire										\$ -
Phone Wire							TOTAL LABOR			\$ 200.00
Smoke Det.							Quantity	Material	Price	Amount
Door Chimes										
Ceiling Fans										
Bath Fan/Light										
Bsbrd Heater										
Radiant Panel										
Range										
Range Hood										
Dishwasher										
Washer										
Dryer										
Water Heater										
Well Pump										
Hot Tub/Spa										
Pool Lights										
Pool Pump										
Heat/AC										
Boiler/Furn.										
Heat Pump										
Generator										
Kitchen							PAYMENT IS DUE AT TIME OF SERVICE			Total
Dining							A late charge of \$20 will be added after 14 days			Material \$
Family/Living							I hereby acknowledge the satisfactory completion of the above mentioned work.			Other Tax
Bedroom #1							X			Total \$ 200.00
Bedroom #2										
Bedroom #3										
Bedroom #4										
Garage							Thank You			Amt Paid
New Addition										Balance
Other										

For septic pump.

Item 4

JERRY WALTERS CONSTRUCTION, INC.

25316 CELMAR STREET
BROOKSVILLE, FL 34601
(352) 544-0223

Baumgardner

329.12

Labor + material To install a new
Pressure switch To The well.

material 18.99 (see ATTACHED)

Labor 50. - (1 hr. me)

Total
68.99

Item 4

3402 South Byron Butler Pkwy
PERRY FL 32348
850-584-8200

CASH SALES

INVOICE

PERRY FL 32348
Cust.# 10000001

10007071

1:34 PM March 29, 2012

TB

V-504	3034 45 ELL, 4"	
	1 @ 3.50	3.50
406-010	1 ELL-90 S	
	6 @ 0.55	3.30
PIPE-3034-4PF	PIPE, 3034 4" PER FOOT	
	6 @ 1.36	8.16
NO RETURNS ON CUT PIPE.		
12498	CEMENT, PVC 1/4 PINT BLUE	
	1 @ 3.99	3.99
NO RETURNS ON PVC CEMENT		
PIPE40-010PJ	PIPE, SCH 40 PVC 1" BELL	
	6 @ 9.00	54.00
9013FSG2J21	PRESSURE SWITCH, SQUARE D	
	1 @ 18.99	18.99
NO RETURN ON THIS ITEM.		
401-101	3/4 X 1/2 TEE S	
	1 @ 0.45	0.45
1 13034S CARD:6075 WALTERS/JERRY		

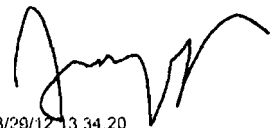
well switch
Baumgardner
18.99

Subtotal 92.39
Tax 6.47

Total Sale 98.86

Charged to VISA 98.86

Signature implies receipt and agreement.



Thu Mar 2012 03/29/12 13:34:20

10007071

All returns MUST be made within 7 days.
Only clean, unopened, and unused items
may be returned for cash refund or
credit. No returns on electrical
components, cut wire, or cut pipe. NO
EXCEPTIONS so please don't ask!!!

Rank	Pre Score	Round	Rank	F Name	Budget Taylor County L Name	SHIP	CDBG	Change orders	Temp Relo	Asbestos/LBP	Title Search	Recording cost	Total CDBG	Total house Incl SHIP	Contractor
1	13	1	1	Jewel D	Horton		\$ 30,878.00	\$ 2,915.00		\$ 300.00	\$ 140.00	\$ 145.40	\$ 34,378.40	\$ 34,378.40	Certified Roofing
2	13	1	2	Anthony	Forbes		\$ 12,950.00	\$ 2,695.00			\$ 140.00	\$ 81.00	\$ 15,866.00	\$ 15,866.00	Certified Roofing
3	12	1	3	W Ward	Saunders	\$ 25,000.00	\$ 37,800.00	\$ 1,765.50	\$ 300.00		\$ 75.00	\$ 176.30	\$ 40,116.80	\$ 65,116.80	Jerry Walters
4	12	1	4	William Edward	Clayton		\$ 36,150.00	\$ 7,434.00		\$ 300.00	\$ 140.00	\$ 163.25	\$ 44,487.25	\$ 44,487.25	Florida Homes
5	11	1	5	Jamie L	Baumgardner	\$ 25,000.00	\$ 42,360.00	\$ 8,358.88	\$ 300.00		\$ 140.00	\$ 192.40	\$ 51,351.28	\$ 76,351.28	Jerry Walters
6	11	1	6	Mary Grace	Lyndall	\$ 25,000.00	\$ 38,378.00	\$ 1,815.00	\$ 300.00		\$ 140.00	\$ 178.40	\$ 40,811.40	\$ 65,811.40	J. G. Parker
7	11	1	7	Nancy	Phillips		\$ 64,398.00	\$ 673.00	\$ 300.00		\$ 140.00	\$ 260.90	\$ 65,771.90	\$ 65,771.90	Michael Lynn
8	10	1	8	Eric and Kristy	Clark	\$ 25,000.00	\$ 45,878.00	\$ 2,197.11	\$ 300.00		\$ 140.00	\$ 204.65	\$ 48,719.76	\$ 73,719.76	J. G. Parker
9	10	1	9	Rash Latrell	Riding	\$ 25,000.00	\$ 36,828.00	\$ 4,301.00	\$ 300.00		\$ 140.00	\$ 173.15	\$ 41,742.15	\$ 66,742.15	Florida Homes
10	9	2	10	Debra M	Polmester		\$ 62,099.00	\$ -	\$ 300.00		\$ 140.00	\$ 252.85	\$ 62,791.85	\$ 62,791.85	Michael Lynn
11	9	2	11	Norman and Rhonette	Livingston		\$ 20,100.00	\$ -		\$ 300.00	\$ 75.00	\$ 105.85	\$ 20,580.85	\$ 20,580.85	Florida Homes
12	8	2	12	Truitt C and Emma J	Clark		\$ 61,727.00	\$ -	\$ 300.00		\$ 140.00		\$ 62,167.00	\$ 62,167.00	Florida Homes
13	5	2	13	Dennis B	Hoffman		\$ 62,488.00		\$ 300.00		\$ 140.00	\$ 254.25	\$ 63,182.25	\$ 63,182.25	Lindsey
14	\$		14										\$ -	\$ -	
15	\$		15										\$ -	\$ -	
16			16										\$ -	\$ -	
17			17										\$ -	\$ -	
18			18										\$ -	\$ -	
19	9		19	Russell and Darleen	Lashy		Withdrew from program	\$ -			\$ 140.00		\$ 140.00	\$ 140.00	
20			20									\$ -	\$ -		
21			21												
				Budget Amounts		\$ 125,000.00	\$ 634,500.00		\$ 3,000.00						
				Total spent		\$ 125,000.00	\$ 552,334.00	\$ 32,154.49	\$ 2,700.00	\$ 900.00	\$ 1,690.00	\$ 2,188.40	\$ 591,966.89	\$ 716,966.89	\$ -
				Difference funding - spent		\$ -	\$ 42,533.11								
				Additional Funds											
				All CDBG funding spent		\$ 591,966.89	\$ 591,966.89								
				Total Incl SHIP		\$ 716,966.89									
				Administrative		\$	112,500.00								

Ship is \$25,000 max per household

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Frequentis Protect i3 9-1-1 Solution Bid Review

MEETING DATE REQUESTED:

May 15, 2012

Statement of Issue: The bid committee for the Frequentis Protect i3 9-1-1 Solution as reviewed the bid received for this project.

Recommended Action: Approve the bid.

Fiscal Impact: \$250,077.00

Budgeted Expense: Y/N Yes/Grant funds received from State 911 board.

Submitted By: Rena' Courtney, 911 Coordinator

Contact: Rena' Courtney

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

Attachments: Bid Review / Copy of Bid

MALCOLM PAGE
District 1

MARK WIGGINS
District 2

LONNIE HOUCK
District 3

PAM FEAGLE
District 4

PATRICIA "PAT" PATTERSON
District 5



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

ANNIE MAE MURPHY, Clerk
P.O. Box 620, Perry, FL 32348
(850) 838-3506 Phone
(850) 838-3549 Fax

JACK BROWN, County Administrator
201 E. Green Street, Perry, FL 32347
(850) 838-3500, extension 6 Phone
(850) 838-3501 Fax

CONRAD C. BISHOP, JR. County Attorney
P.O. Box 167, Perry, FL 32348
(850) 584-6113 Phone
(850) 584-2433 Fax

MEMORANDUM

TO: Board of County Commissioners

FROM: Frequentis Protect Bid Committee

RE: Frequentis Protect Bid Review

DATE: May 9, 2012

The bid committee for the Frequentis Protect i3 NG9-1-1 Solution met and reviewed the bid that was received during the May 1, 2012 Board meeting. The bid was for the following amounts:

COMPANY	BASE BID	
Kraus Associates, Inc	\$250,077.00	

The bid was reviewed to ensure that the bid specification requirements for liability insurance, workers compensation insurance, bid bond and public entity crimes statement were included. The committee found all submitted bids to be complete.

The bid committee respectfully recommends the bid be awarded to Kraus Associates, Inc, in the amount of \$250,077.00.

Rena' Courtney

Dustin Hinkel

Sarah Weirick

Rena Courtney
Dustin Hinkel
Sarah Weirick



Where Technology, Creativity, & Quality Service Meet

Taylor County, FL
FREQUENTIS PROTECT i3 NG9-1-1 SOLUTION
April 2012

REQUEST FOR BIDS
FREQUENTIS PROTECT i3 NG9-1-1 SOLUTION
Taylor County Board of County Commissioners

The Taylor County Board of County Commissioners is requesting sealed bids from qualified 911 service providers for the purchase of hardware and software for the FREQUENTIS PROTECT i3 NG9-1-1 SOLUTION for the Taylor County 911 infrastructure located at 589 Highway 27 East, Perry, Florida 32347.

The bid is for equipment and software only. Installation of the equipment and software is not part of the bid proposal. Bidders must only bid on specified parts and software as provided, no substitutions will be accepted.

Specifications may be obtained online at <http://www.taylorcountygov.com/Bids/Index.htm>

Sealed Bids are to be submitted on or before May 1, 2012 at 4:00p.m. Send one (1) original and three (3) copies of sealed bids, or deliver in person to Annie Mae Murphy, Clerk of Court, 108 North Jefferson Street, Suite 102, Perry, Florida 32347, (850) 838-3506. Bid envelopes are to be identified as PROTECT i3 NG9-1-1 SOLUTION and must have the Bidders name and mailing address on the outside of the envelope or package when submitted.

A public opening of bids is scheduled for May 1, 2012 at 6:15 PM at 201 East Green Street, Perry, Florida 32347. Bids will be opened during a regularly scheduled Board of County Commissioners meeting.

The County reserves the right, in its sole and absolute discretion, to reject any or all proposals, to cancel or withdraw this request for proposals at any time and waive any irregularities in the proposal process. The County reserves the right to award any contract to the respondent which it deems to offer the best overall service; therefore, the County is not bound to award any contract based on the lowest quoted price. The County, in its sole and absolute discretion, also reserves the right to waive any minor defects in the process and to accept the proposal deemed to be in the County's best interest. The County, in its sole and absolute discretion, also reserves the right to assign a local business preference in a maximum amount of five (5) percent of the proposed price(s), under the conditions set forth in Ordinance 2003-12.

No faxed proposals will be accepted.

Questions regarding bid should be directed to Rena' Courtney, Taylor County 911 Coordinator, (850) 584-2429.

GENERAL BID INFORMATION

1. Bid Specifications may be obtained online at <http://www.taylorcountygov.com/Bids/Index.htm>
2. Four (4) proposal packages must be submitted in person to the Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street, Suite 102, or by mail to P.O. Box 620, Perry, Florida 32348 to arrive no later than 4:00 P.M., local time, Tuesday, May 1, 2012.
3. Proposals must be in a sealed envelope plainly marked on the outside: **"Sealed Bid for PROTECT I3 NG9-1-1 SOLUTION"**.
4. All bids **MUST** have the respondents name and mailing address clearly shown on the outside of the envelope or package when submitted.
5. Proposals not received by the Clerk of Court prior to the specified time will not be considered and **will be returned to the respondent unopened**.
6. Once opened no proposal may be withdrawn prior to the Board of County Commissioners action without written consent of the Clerk of Court.
7. Respondents must complete and furnish with their proposal, the Florida Public Entity Crimes Statement as required by F.S. 287.133 (3) (a).
8. Proposals shall be received and respondents announced on Tuesday, May 7, 2012, in the Taylor County Administrative Complex, Old Post Office, 201 East Green Street, Perry, Florida 32347.
9. The Taylor County Board of County Commissioners reserves the right, in its sole and absolute discretion, to reject, to reject any or all proposals, to cancel or withdraw this proposal at any time and waive any irregularities in the proposal process. The County reserves the right to award any contract to the respondent which it deems to offer the best overall service; therefore, the County is not bound to award any contract(s) based on the lowest quoted price. The County, in its sole and absolute discretion, also reserves the right to waive any minor defects in the process and to accept the proposal deemed to be in the County's best interest.
10. It is the responsibility of the respondents to fully understand and follow all project expectations.
11. All bids submitted, requiring General Liability and Workmen's Compensation Insurance, per the bid specifications, must include a Certificate of Insurance showing \$1,000,000.00 liability insurance, listing Taylor County as additional insured, or a statement from a insurance agent, verifying that if the prospective bidder/respondent is awarded the bid, a Certificate of Insurance will be issued to the successful bidder/respondent within thirty (30) days of the acceptance of the bid, in the amount stated. Also include the Declaration Page from the insurance policy, showing Workmen's Compensation Insurance on all employees working on the project. Workers Compensation exemptions will be accepted upon providing a current certificate, Articles of Incorporation, and a signed Taylor County Workers Compensation Hold Harmless Agreement. Any bidder/respondent, who does not furnish the required insurance documents within thirty (30) days after the bid award, is hereby advised that the bid will be given to the next lowest bidder/respondent who meets all bid specifications.

GENERAL BID INFORMATION

(Continued)

12. The County, in its sole and absolute discretion, also reserves the right to assign a local business preference in a maximum amount of five (5) percent of the proposed price(s), under the conditions set forth in Taylor County Ordinance 2003-12.

13. The Taylor County Board of County Commissioners **Does Not Accept Faxed Bids.**

14. Respondents who elect to send sealed proposals Overnight Express or Federal Express must send them to the physical address of: Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street, Suite 102, Perry, Florida 32347.

Questions regarding bid should be directed to Rena' Courtney, Taylor County 911 Coordinator, (850) 584-2429.

PROPOSAL CHECKLIST

Check Items Included:

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

Checklist **Please include with bid.**

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

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

1. This sworn statement is submitted with Bid, Proposal or Contract No. TAYLOR COUNTY REQUEST FOR BIDS

for FREQUENTIS PROTECT i3 NG9-1-1 SOLUTION

2. This sworn statement is submitted by Kraus Associates Inc., dba AK Associates

(Name of entity submitting sworn statement)

Whose business address is 326 Porta Rosa Circle

St. Augustine, FL 32084

and

(if applicable) its Federal Employer Identification Number (FEIN) is 02-0529836

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

3. My name is Julie A. Kraus and my relationship to the entity

name above is VP Sales and Marketing.)

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

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

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

a. A predecessor or successor of a person convicted of a public entity crime: or

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

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

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

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

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

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

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

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

Julie Kraus
(Signature)

4/26/12
(Date)

STATE OF New Hampshire

COUNTY OF Rockingham

PERSONALLY APPEARED BEFORE ME, the undersigned authority, JULIE KRAUS
(Name of individual signing)

who, after first being sworn by me, affixed his/her signature in the space provided above on this 26 day

of April, 2012.

Barbara A. Conner
NOTARY PUBLIC

My commission expires: 3/17/17 FORM PUR 7068 (Rev. 11/89)

BID PROPOSAL

If awarded a Purchase Order on the basis of this proposal, the undersigned pledges to provide the equipment as specified in the Bid Proposal and the County Specifications barring delays due to strikes, fires, transportation difficulties or other causes beyond the control of the undersigned.

The following proposal is presented:

For: FREQUENTIS PROTECT i3 NG9-1-1 SOLUTION, per attached specifications.

FREQUENTIS PROTECT i3 NG9-1-1 Hardware Sub-Total	<u>\$47,320</u>
FREQUENTIS PROTECT i3 NG9-1-1 Software Sub-Total	<u>\$126,410</u>
FREQUENTIS PROTECT i3 NG9-1-1 Bundled Mobile Command Solution Sub-Total	<u>\$26,470</u>
FREQUENTIS PROTECT Bundled Spares Sub-Total	<u>\$16,699</u>
FREQUENTIS PROTECT Bundled Services Sub-Total	<u>\$33,177</u>
FREQUENTIS PROTECT i3 NG9-1-1 Solution TOTAL PRICE	<u>\$250,077</u>

Pricing

Part Number	Unit/Item Discription	Qty	Unit Price	Total
	NG911 CPE System (PROTECT)			
	Systems - Hardware			
FSA-001210	Equipment Rack	1	\$3,150.00	\$3,150
FSA-001210-A	Equipment Rack Cable Set	1	\$329.00	\$329
FSA-101212	19" LCD Monitor USB KVM Keyboard drawer	1	\$1,579.00	\$1,579
FSA-210041	DELL PowerEdge R510	2	\$5,040.50	\$10,081
FSA-210066	DELL PowerConnect 5524	2	\$1,194.50	\$2,389
FSA-210081	VoIP Gateway, dual 10/100Base T Ethernet and Dual AC Power supply	2	\$2,038.00	\$4,076
FSA-210081-A	FXO voice trunks (Admin lines)	10	\$337.00	\$3,370
FSA-210081-B	FXS voice trunks (CAMA trunks)	4	\$318.50	\$1,274
FSA-210081-C	VoIP Gateway ISDN PRI (T1)	1	\$2,631.00	\$2,631
FSA-210096	Working Position with Intel Core i7 Quad Core Processor	6	\$1,594.00	\$9,564
FSA-210094	24-inch Widescreen HD Flat Panel Monitor	12	\$447.08	\$5,365
FSA-210091	Loudspeaker (USB)	6	\$65.83	\$395
FSA-210092	IBM 104 Keyboard and Mouse	6	\$46.50	\$279
FSA-210226	HEADSET Plantronics Supra Mon (or equal)	6	\$394.17	\$2,365
FSA-210269	Audio Plug-In Panel			\$0
FSA-210699	Workstation Cable set	6	\$78.83	\$473
	Hardware Sub-Total			\$47,320
	Systems - Software (Inclusive all Functions)			
FSA-211001	PROTECT Safety Framework (Server Site License for up to 5 users)	1	\$42,350.10	\$42,350
FSA-221001	PROTECT Call Taker (Position License)	6	\$6,826.83	\$40,961
FSA-231001	PROTECT GIS (Position License)	6	\$2,045.17	\$12,271
FSA-241001	PROTECT LNG	1	\$15,285.00	\$15,285
FSA-251001	PROTECT B2B UA	1	\$15,543.00	\$15,543
	Software Sub-Total			\$126,410
	NG911 CPE System (PROTECT) Subtotal			\$173,730
	Mobile Command Solution (Bundled)			
FSA-222200-B	Includes Hardware, Software and Services (Turnkey) per Requirements of County	2	13,235.40	\$26,470
	Mobile Solution Total			\$26,471

	Spares and Optional Parts			
FSA-21900-B	<i>Bundled Sparing Kit per Requirements of County</i>	1	\$16,699.10	\$16,699
	<i>Spares and Optional Parts Total</i>			\$16,699
	Total System Items			\$216,900
	<i>Services - Training, Maintenance and Warranty</i>			
FSA-610010	Training and Implementation Services	1	33,177.00	\$33,177
	Total Service Items			\$33,177
	Total Price, FREQUENTIS PROTECT Solution			\$250,077

SPECIFICATIONS FOR
FREQUENTIS PROTECT i3 NG9-1-1 SOLUTION
Taylor County Board of County Commissioners

The intent of this request is to replace the existing ANI/ALI controller with a NG9-1-1 ready, i3 PSAP solution that meets the present and future needs of the citizens. All components shall meet all current NENA standards related to i3, E911 telephone equipment, operations, and service. The system must be adaptable to all current or proposed VoIP, NG, SMS, and other standards providing full functionality going into the future with no single point of failure. The purchase of the FREQUENTIS PROTECT i3 NG9-1-1 SOLUTION into the Taylor County 9-1-1 infrastructure will continue to ensure all 9-1-1 calls into our county are ready for Next Gen 9-1-1 service and will allow the county to keep its existing equipment, Exacom (recorder), Data Master (database), and backup (ECS 1000).

The County's current PSAP system is located at the Taylor County Jail which is the primary route for all wireless, VoIP, and landline 9-1-1 traffic. The County currently operates three (3) dispatch positions. However, the new system will require four (4) dispatch positions in the main PSAP with two (2) additional positions to be located at a secondary location. All positions are to be operational 24/7. Equipment must be able to integrate with the current 911 infrastructure.

The vendor shall bid on and include all hardware and software unless an exception is clearly elaborated upon. The system shall be software controlled and feature programmable. A complete list of hardware and software/operating systems, with all specifications is provided.

This bid is for equipment/software only. Installation and maintenance of this equipment is not part of the proposal. Bidders must only bid on specified items, no substitutions will be accepted.

The vendor winning the bid is responsible for inventorying all equipment to ensure the complete order is delivered correctly. The winning bidder shall be on-site to inventory all equipment that is shipped on the scheduled delivery day at the Taylor County Jail. Any corrections to delivery must be handled by the winning vendor.

If any equipment is found to be defective during installation and/or prior to the system cutover (when the system is placed into service), the winning bidder shall box and ship the item(s) to and from the manufacturer at no additional cost to Taylor County.



CERTIFICATE OF LIABILITY INSURANCE

SBX
R001DATE (MM/DD/YYYY)
04-12-2012

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 PAYCHEX INSURANCE AGENCY INC 210705 P:()- F:(888)443-6112 PO BOX 33015 SAN ANTONIO TX 78265	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL: ADDRESS: PRODUCER CUSTOMER ID #: INSURER(S) AFFORDING COVERAGE NAIC #	FAX (A/C, No): (888) 443-6112
INSURED KRAUS ASSOCIATES INC. 7 INDEPENDENCE AVE DERRY NH 03038	INSURER A: Multiple Companies INSURER B: INSURER C: INSURER D: 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
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	76 WEG ZW8949	01/01/2012	01/01/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

CANCELLATION

Taylor County Florida
108 N JEFFERSON ST
PERRY, FL 32347

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

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/12/2012

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 FIAI/Cross Ins-Manchester 1100 Elm Street Manchester NH 03101	CONTACT NAME: Nicole Laprise PHONE (603) 669-3218 FAX (603) 645-4331 E-MAIL nlaprise@crossagency.com ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Endurance American Specialty INSURER B: Century Surety Co INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Kraus Associates, Inc. DBA AK Associates 7 Independence Ave Derry NH 03038	

COVERAGES CERTIFICATE NUMBER: CL1212460167 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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		CNC10003526600	1/6/2012	1/6/2013	MED EXP (Any one person) \$ 2,500
	<input checked="" type="checkbox"/> \$1,000 ded. BI & PD					PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> per Claim					GENERAL AGGREGATE \$ 2,000,000
	GENL AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					\$
B	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ 1,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		CCP744968	1/6/2012	1/6/2013	\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A			E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The Certificate Holder is an Additional Insured with respects to the General Liability policy.
Refer to policy for exclusionary endorsements and special provisions.

CERTIFICATE HOLDER

CANCELLATION

Taylor County, FL 108 N. Jefferson St. Perry, FL 32347	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 Andrea J. Bouy
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ACORD 25 (2010/05)

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INS025 (01/01/01)

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State of Florida
*Minority, Women &
Service-Disabled Veteran*
Business Certification

Kraus Associates, Inc.

Is certified under the provisions of
287 and 295.187, Florida Statutes for a period from:

April 15, 2010

to

April 15, 2012

Torey Alston, Executive Director

*Florida Department of Management Services
Office of Supplier Diversity*

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



The County Administrator to discuss with the Board notification received from FEMA regarding Coastal Field Work being conducted by Risk Assessment Mapping and Planning Partners (RAMPP) for a FEMA Flood Studies in Taylor County, as agendaed by Jack Brown, County Administrator.

MEETING DATE REQUESTED:

May 15, 2012

Statement of Issue: The Board and the Public need to be made aware of Coastal Field Work for FEMA Flood Studies being conducted this month in Taylor County

Recommended Action: None required

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 Administrator received the attached letter from Risk Assessment Mapping and Planning Partners (RAMPP) regarding coastal field work they are conducting for FEMA in Taylor County. In the letter, they have raised the possibility of going on to private property. I have cautioned them that we don't have authority to grant them the right to do this, and that they will have contact the property owners directly.

Options:

Attachments: Letter as stated.



FEMA

May 1, 2012

Mr. Jack Brown
Taylor County Administrator
201 East Green Street
Perry, FL 32347

Re: Coastal Field Work for FEMA Flood Studies in Taylor County

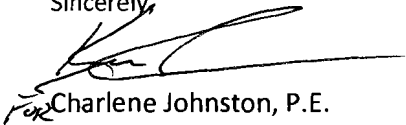
Dear Mr. Brown,

The Federal Emergency Management Agency (FEMA) is conducting a new coastal flood hazard study for Taylor County, Florida. To assist with these studies, the engineering firm Risk Assessment Mapping and Planning Partners (RAMPP), a joint venture consisting of Dewberry, URS, ESP, and subcontractors is performing field reconnaissance along the coast. The purpose of this reconnaissance is to collect data that will include obtaining GPS coordinates, taking digital pictures, and conducting field assessment of beach and near shore areas. This data will assure the most accurate and up-to-date information is used for input into coastal flood models. Our work is scheduled to start on May 14 and continue through May 18, 2012. Please find the enclosed Coastal Transect Layout which details the specific locations that will be visited with Taylor County.

While in the field, engineers from the above contractor firms will make every effort to stay on public land and right of way; however, it may be necessary from time to time for the engineers to enter upon privately-owned property for short periods of time to gather study information. If this occurs in your area, an employee from a contracting firm assigned to your county will make every attempt possible to contact the home owner in advance and seek the home owner's permission. The engineers will respect the home owner's property and will not interfere with their use of it. Upon request, the engineers will identify themselves by driver's license and this letter of introduction.

If you have any questions, concerns, or comments, please contact the FEMA Region IV Technical Lead Tucker Mahoney at (770) 220-5626 or Kevin Slover, the RAMPP Study Manager at (678) 537-8639. Thank you for your cooperation.

Sincerely,



For Charlene Johnston, P.E.
RAMPP Deputy Task Order Manager
RAMPP

cc: Michael McGinn, Regional Project Officer, FEMA Region IV
Tucker Mahoney, Coastal Lead, FEMA Region IV
Kevin Slover, RAMPP Study Manager
Emily Dhingra, RAMPP Study Manager

RAMPP
12420 Milestone Center Drive, Suite 150
Germantown, MD 20876
Phone: (301) 820-3000
Fax: (301) 820-3009

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



The Board to review and consider for approval the draft long term calendar as agendaed by Jack Brown, County Administrator.

MEETING DATE REQUESTED:

May 15, 2012

Statement of Issue:

The Board has asked that I work to resolve potential conflicts regarding the proposed budget schedule and the long term calendar.

I am still trying to firm up recommended changes. Draft long term calendars will go out prior to the Board meeting.

Recommended Action: Approve/Disapprove/Modify

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: Presentation – To be presented.

Options: N/A

Attachments:

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



The Board to discuss the Highway 98 Bridge Construction over the Aucilla River and the impact it will have on boat traffic, as agendaed by Jack Brown, County Administrator.

MEETING DATE REQUESTED:

May 15, 2012

Statement of Issue:

FDOT will close the Aucilla River Channel to boat traffic for approximately 4 weeks with the intention to have the channel open to traffic for the Memorial Day Weekend due to safety and construction constraints.

Recommended Action: N/A

Fiscal Impact: N/A

Budgeted Item: N/A

Submitted By: Jack R. Brown, County Administrator

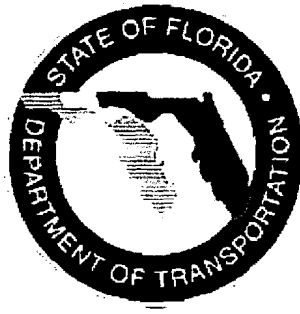
Contact: (850) 838-3500, Ext. 7

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: See Attached emails – Being discuss for Board and Public Information.

Options: N/A

Attachments: As stated above.



For Immediate Release –
May 8, 2012

Laurie Windham, 800-475-0044
Laurie.windham@atkinsglobal.com

US 98 Bridge work will impact boat traffic on Aucilla River

Perry – The channel below the US 98 Aucilla River Bridge will be closed to boats for three to four weeks beginning Friday, May 11 while construction crews place piles for a temporary bridge and work platform, according to the Florida Department of Transportation (FDOT).

The boating channel is narrow under the bridge and once construction equipment is in place, there will not be enough room for boats to pass safely. In addition, a string of floating filters called a turbidity barrier will be in place to help keep debris from entering the river and passing boats could cause damage. The channel is scheduled to reopen to boaters in three to four weeks, weather permitting.

Crews began in October on the west side of the river and have constructed sections of the work platform and temporary bridge up to the boat channel. A second construction crew started in April on the east side of the river.

Once construction of the temporary bridge is complete, traffic will be shifted onto it so the existing bridges can be torn down. When the new bridge is completed, the work platform and the temporary bridge will be removed.

The newly constructed concrete bridge will be a quarter of a mile long with two 12-foot travel lanes, two 10-foot wide shoulders and 32-inch high solid concrete barrier wall on both sides of the roadway.

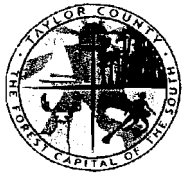
The \$10.9 million project will take about two years to complete, depending on weather and other unforeseen conditions. The bridges, built in 1952, are being replaced because it is cheaper to replace than repair them. The FDOT hired GLF Construction Corporation of Miami to do the work.

For additional information regarding this project or other FDOT projects around Northeast Florida, visit www.nflroads.com or call 800-475-0044. The public can also follow this project and other projects in Northeast Florida by following the FDOT on Twitter @MyFDOT_NEFL or http://twitter.com/MyFDOT_NEFL.

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TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

The Board to discuss Hodges Park and consider allocating funds for recommended improvements as agendaed by Jack Brown, County Administrator.

MEETING DATE REQUESTED:

May 15, 2012

Statement of Issue:

We are continuing to try to eradicate the sand spurs at Hodges Park. We also need to discuss other recommended improvements for Hodges Park such as painting the pavilion and bathrooms and sod.

Recommended Action: Approval

Fiscal Impact: TBD

Budgeted Item: N/A

Submitted By: Jack R. Brown, County Administrator

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

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: There is a significant outcry for the public for improvements to Hodges Park as the County's only Beach area. Recommend that we purchase the sand, paint the pavilion and bathrooms and consider sodding the grassy area.

Options: 1) All Sand; 2) Sand and Grass

Attachments: