

SUGGESTED AGENDA

AMENDED

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS
PERRY, FLORIDA

MONDAY, JULY 2, 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 May 15, 22, June 4, 18 and 24, 2012.

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

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 APPROVAL OF WORK SQUAD CONTRACT WS690 AMENDMENT #1, TO RENEW THE CURRENT WORK SQUAD CONTRACT BETWEEN THE COUNTY AND THE FLORIDA DEPARTMENT OF CORRECTIONS, AS AGENDAED BY DUSTIN HINKEL, ASSISTANT COUNTY ADMINISTRATOR.
6. THE BOARD TO CONSIDER PAYMENT OF INVOICE IN THE AMOUNT OF \$25,000, FOR EMERGENCY MEDICAL SERVICES (EMS) FOR THE MONTH OF JUNE, 2012, AS REQUESTED BY DOCTORS' MEMORIAL HOSPITAL (DMH).
- 6A. THE BOARD TO CONSIDER RATIFICATION OF THE COUNTY ADMINISTRATOR'S SIGNATURE ON A HOLD HARMLESS AGREEMENT BETWEEN THE COUNTY AND KATIE'S KOUNTRY KORNER REGARDING THEIR ANNUAL FIREWORKS DISPLAY, AS AGENDAED BY DUSTIN HINKEL, ASSISTANT COUNTY ADMINISTRATOR.

BIDS/PUBLIC HEARINGS:

7. THE BOARD TO HOLD THE SECOND OF TWO (2) PUBLIC HEARINGS, SET FOR THIS DATE AT 6:10 P.M., AS OR SOON THEREAFTER AS POSSIBLE, TO DISCUSS THE UPCOMING FUNDING CYCLE FOR THE 2012 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG).

HOSPITAL ITEMS:

8. THE BOARD TO REVIEW AND CONSIDER APPROVAL OF A CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY FOR MED-TRANS CORPORATION, FOR THE OPERATION OF AN AIR AMBLANCE SERVICE IN TAYLOR COUNTY, AS AGENDAED BY MARTY TOMPKINS, EMS DIRECTOR.
9. RICHARD HUTH, CEO, DMH, TO APPEAR TO PRESENT HOSPITAL FINANCIALS.

COUNTY STAFF ITEMS:

10. THE BOARD TO CONSIDER APPROVAL OF A REQUEST TO PLACE AN ATM MACHINE IN THE COURTHOUSE 1ST. FLOOR LOBBY, AS AGENDAED BY JACK TEDDER, TAX COLLECTOR.
11. THE BOARD TO REVIEW AND CONSIDER APPROVAL OF A GRANT APPLICATION TO THE FLORIDA BOATING IMPROVEMENT PROGRAM (FBIP) FOR THE 2012-2013 FUNDING CYCLE, AS AGENDAED BY MELODY COX, GRANTS COORDINATOR.

12. THE BOARD TO REVIEW AND CONSIDER APPROVAL OF A GRANT APPLICATION, ALLOCATION APPROVAL LETTER, AND EQUAL EMPLOYMENT OPPORTUNITY PLAN (EEOP) CERTIFICATION FORM, FOR THE 2012-2013 FDLE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM, AS AGENDAED BY THE GRANTS COORDINATOR.
13. THE BOARD TO REVIEW AND CONSIDER APPROVAL OF APPLICATION FOR FUNDING FOR THE 2012 FUNDING CYCLE FOR THE FLORIDA SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG), THE COMMUNITY DEVELOPMENT BLOCK GRANT HOUSING ASSISTANCE PLAN FOR TAYLOR COUNTY, THE ADOPTION OF AUTHORIZING RESOLUTION, AND THE ADOPTION OF ENABLING RESOLUTION, AS AGENDAED BY THE GRANTS COORDINATOR.
14. THE BOARD TO REVIEW AND CONSIDER APPROVAL OF A LETTER EXPRESSING DISSATISFACTION WITH THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT'S LOCAL EMERGENCY MANAGEMENT AGENCY RANKING/TYPING PROGRAM UNDER DEVELOPMENT, AS AGENDAED BY DUSTIN HINKEL, EMERGENCY MANAGEMENT DIRECTOR. (RE-AGENDAED FROM 6/18/12).
- 14A. THE BOARD TO REVIEW AND CONSIDER APPROVAL OF EXTENSION TO THE DECLARED STATE OF EMERGENCY IN RESPONSE TO THE ON-GOING EFFECTS OF TROPICAL STORM DEBBY, AS AGENDAED BY DUSTIN HINKEL, EM DIRECTOR.

COUNTY ATTORNEY ITEMS:

15. THE BOARD TO CONSIDER ADOPTION OF A RESOLUTION TO EDUCATE THE PUBLIC ON THE SUWANNEE RIVER WATER MANAGEMENT DISTRICT (SRWMD) PHASE III WATER SHORTAGE ORDER, AS PREPARED BY THE COUNTY ATTORNEY.

COUNTY ADMINISTRATOR ITEMS:

16. 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

BALLOTS USED TO APPOINT CITIZENS TO ADVISORY COMMITTEES AND ADVISORY BOARDS ARE AVAILABLE FOR PUBLIC INSPECTION AFTER THE MEETING AND ARE RETAINED AS PART OF THE PUBLIC RECORD.

ANY PERSON WISHING TO ADDRESS THE BOARD REGARDING AN AGENDAED ITEM WILL BE GIVEN FIVE (5) MINUTES FOR COMMENT. THOSE REQUIRING ADDITIONAL TIME FOR COMMENT ON AGENDAED ITEMS MAY REQUEST AN ADDITIONAL 5 MINUTES BEFORE THE BOARD APPROVES THE AGENDA.

ANY PERSON WISHING TO ADDRESS THE BOARD REGARDING A NON-AGENDAED ITEM WILL BE GIVEN THREE (3) MINUTES FOR COMMENT.

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[05/15/2012] Time[5:30 P.M.
Book# [58] Minutes# [22] Meeting-Type[REGULAR

BOARD OF COUNTY COMMISSIONERS

TAYLOR COUNTY, FLORIDA

COURTHOUSE ANNEX

M I N U T E S

TUESDAY, MAY 15, 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.

MARK WIGGINS 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
FEAGLE, AND BY UNANIMOUS VOTE, THE BOARD APPROVED THE AMENDED AGENDA
FOR THIS DATE, AS FOLLOWS:

1. ADD AS ITEM NO. 4-A., THE BOARD TO CONSIDER ADOPTION OF A
RESOLUTION PROCLAIMING THE BOARD'S RECOGNITION OF MEMORIAL DAY
HONORING THOSE THAT DIED IN AMERICA'S DEFENSE, AS AGENDAED BY
COMMISSIONER FEAGLE.
2. ADD AS ITEM NO. 4-B., THE BOARD TO CONSIDER ADOPTION OF A
RESOLUTION PROCLAIMING THE BOARD'S RECOGNITION OF ARMED FORCES
DAY. MAY 19, 2012, AS AGENDAED BY COMMISSIONER FEAGLE.
3. TABLE ITEM NO. 20., THE BOARD TO REVIEW AND CONSIDER APPROVAL

OF THE DRAFT LONG TERM CALENDAR.

4. ADD AS ITEM NO. 20-A., THE COUNTY ADMINISTRATOR TO ADDRESS RECENT ACCUSATIONS.

THE CLERK PRESENTED FOR APPROVAL, MINUTES OF APRIL 17, 24 AND MAY 1, 2012. UPON MOTION OF COMMISSIONER FEAGLE, WITH SECOND BY COMMISSIONER HOUCK, IT WAS UNANIMOUSLY PASSED THAT THE MINUTES OF APRIL 17, 24 AND MAY 1, 2012 WERE APPROVED WITHOUT PUBLIC READING AS ALL BOARD MEMBERS HAD PREVIOUSLY RECEIVED TRUE COPIES.

THE BOARD DISCUSSED ADOPTION OF A RESOLUTION PROCLAIMING THE BOARD'S RECOGNITION OF MEMORIAL DAY, AS AGENDAED BY COMMISSIONER FEAGLE.

UPON MOTION OF COMMISSIONER FEAGLE, WITH SECOND BY COMMISSIONER WIGGINS, AND BY UNANIMOUS VOTE, THE COUNTY ATTORNEY WAS AUTHORIZED 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:

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

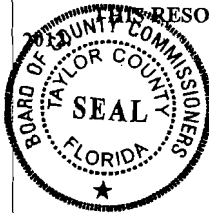
WHEREAS, we the enjoy freedom today because of the individuals who paid for our tomorrows with their precious lives; and

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.

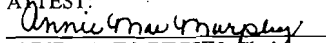
THIS RESOLUTION IS PASSED AND ADOPTED in regular session this 15th day of May



BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA

BY: 
Patricia "Pat" Patterson, Chair

ATTEST:


ANNIE MAE MURPHY, Clerk

THE BOARD DISCUSSED ADOPTION OF A RESOLUTION PROCLAIMING THE BOARD'S
RECOGNITION OF ARMED FORCES DAY, SATURDAY, MAY 19, 2012, AS AGENDAED
BY COMMISSIONER FEAGLE. UPON MOTION OF COMMISSIONER FEAGLE, WITH
SECOND BY COMMISSIONER WIGGINS, AND BY UNANIMOUS VOTE, THE COUNTY
ATTORNEY WAS AUTHORIZED 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:

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.

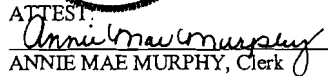
THIS RESOLUTION IS PASSED AND ADOPTED in regular session this 15th day of May 2012.



BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA

BY: 
Patricia "Pat" Patterson, Chair

ATTEST:


ANNIE MAE MURPHY, Clerk

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

AGENDA ITEMS:

NONE

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

5. THE 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 APPROVAL OF THE FOLLOWING APPLICATION FOR REVENUE SHARING STATE FY 2012/2013, AS AGENDAED BY THE COUNTY FINANCE DEPARTMENT:



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

DR-700218
R. 03/12

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. 111.45, 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?



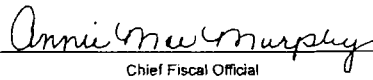
Yes



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.

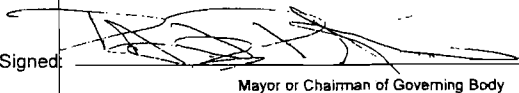
Signed:


Chief Fiscal Official

Date:

5/15/12

Signed:


Mayor or Chairman of Governing Body

Date:

5/15/12

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

7. THE APPROVAL OF THE FLORIDA COMMISSION FOR THE TRANSPORTATION
DISADVANTAGED PLANNING GRANT AGREEMENT FOR FY 2012/2013, PLANNING
GRANT INFORMATION FORM, AND ADOPTION OF THE FOLLOWING AUTHORIZING
RESOLUTION, AS AGENDAED BY MELODY COX, GRANTS COORDINATOR:

MALCOLM PAGE
District 1

MARK WIGGINS
District 2

LONNIE HOUCK
District 3

Pam Feagle
District 4

PATRICIA PATTERSON
District 5



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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

JACK R. BROWN, County Administrator
201 East Green Street
Perry, Florida 32347
(850) 838-3500, extension 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 Houck with second by Commissioner Page and a vote of unanimous 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: [Signature]
Patricia Patterson, Chairperson

[Signature]
Annie Mae Murphy, Clerk

8. THE 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.

DOCUMENTATION ON FILE WITH THE GRANTS COORDINATOR.

9. THE APPROVAL OF BY-LAWS FOR THE 2012 LOCAL COORDINATING BOARD FOR THE TRANSPORTATION DISADVANTAGED, AS AGENDAED BY THE GRANTS COORDINATOR.

DOCUMENTATION ON FILE WITH THE GRANTS COORDINATOR.

10. THE APPROVAL OF THE INVITATION TO BID/ADVERTISING FOR AN EATON POWERWARE UNINTERUPPTED POWER SUPPLY (UPS), AND TO AUTHORIZE ADVERTISING FOR THE RELOCATION OF THE EMERGENCY COMMUNICATION CENTER (ECC) TO THE EMERGENCY OPERATIONS CENTER (EOC), AS AGENDAED BY RENA' COURTNEY, E911 COORDINATOR.

SAID BIDS TO BE RECEIVED MONDAY, JUNE 4, 2012 AT 6:20 P.M.

BIDS/PUBLIC HEARINGS:

THE BOARD HAVING HERETOFORE ADVERTISED TO HOLD A PUBLIC HEARING, 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.

UPON MOTION OF COMMISSIONER WIGGINS, WITH SECOND BY COMMISSIONER FEAGLE, 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.

PUBLIC COMMENTS RECEIVED FROM THE FOLLOWING:

1. CHARLTON KNOWLES
2. AULEY ROWELL

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 WIGGINS, TO ADOPT COUNTY ORDINANCE NO. 2012-08.

ROLL-CALL VOTE:

COMMISSIONER PAGE	<input checked="" type="checkbox"/> YEA	<input type="checkbox"/> NAY
COMMISSIONER WIGGINS	<input checked="" type="checkbox"/> YEA	<input type="checkbox"/> NAY
COMMISSIONER FEAGLE	<input checked="" type="checkbox"/> YEA	<input type="checkbox"/> NAY
COMMISSIONER PATTERSON	<input checked="" type="checkbox"/> YEA	<input type="checkbox"/> NAY
COMMISSIONER HOUCK	<input checked="" type="checkbox"/> YEA	<input type="checkbox"/> NAY

THE MOTION PASSED BY UNANIMOUS VOTE OF THE BOARD.

COUNTY ORDINANCE NO. 2012-08 IS AS FOLLOWS:

ORDINANCE NO.: 2012-08

AN ORDINANCE WHICH AMENDS ORDINANCE NO. 2012-07, AND PROVIDES THAT FOR THE YEAR 2011, HUNTING CAMP OWNERS SHALL BE REFUNDED TWO-THIRDS (2/3) OF THE FUNDS THAT THEY PAID FOR THE SOLID WASTE ASSESSMENT FOR 2011; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners have passed Ordinance No. 2012-07 on April 17, 2012,

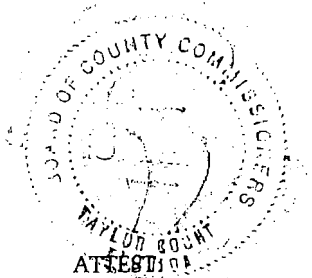
WHEREAS, the Board, in fairness to hunting camp owners, believes that the above Ordinance should be amended to provide that for the year 2011, hunting camp owners shall receive two-thirds (2/3) of their payment of the solid waste assessment back.

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

A. That Ordinance No. 2012-07 is amended to provide that Taylor County will refund to hunting camp owners, two-thirds (2/3) of the solid waste assessment that they paid for the year 2011.

B. **Effective Date.** This Ordinance shall be effective as provided by law.

PASSED and ADOPTED, in regular session by the Board of County Commissioners, Taylor County, Florida, on this 15th day of May, 2012.



Annie Mae Murphy
ANNIE MAE MURPHY, Clerk

BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA

BY: [Signature]
PATRICIA PATTERSON, Chairperson

PUBLIC REQUESTS:

UPON MOTION OF COMMISSIONER FEAGLE, WITH SECOND BY COMMISSIONER WIGGINS, AND BY UNANIMOUS VOTE, THE BOARD DESIGNATED TWO (2) PARKING SPACES CLOSE TO THE WATER, FOR LAW ENFORCEMENT AND EMERGENCY VEHICLES, AT THE STEINHATCHEE AND KEATON BEACH BOAT RAMPS, AS REQUESTED BY LT. SCOTT LEE, FLORIDA FISH & WILDLIFE COMMISSION (FWC).

COUNTY STAFF ITEMS:

THE CLERK DISCUSSED COUNTY HELD TAX CERTIFICATES FROM THE 2008 TAX CERTIFICATE SALE WHICH ARE NOW TWO (2) YEARS OLD, STATING THAT THE COUNTY IS REQUIRED TO MAKE AN APPLICATION FOR TAX DEED ON THESE PARCELS OF LAND THAT HAVE A VALUE OF \$5,000. THE CLERK ADVISED THE BOARD THAT SHE IS TRYING TO CONTACT THE PROPERTY OWNERS REGARDING THESE CERTIFICATES TO TRY TO ELIMINATE THE NEED FOR THE TAX DEED APPLICATIONS, AND THESE LANDOWNERS POSSIBLY LOSING THEIR PROPERTY. AFTER DISCUSSION, AND UPON MOTION OF COMMISSIONER PAGE, WITH SECOND BY COMMISSIONER HOUCK AND BY UNANIMOUS VOTE, THE BOARD AGREED TO PROCEED WITH THE TAX DEED APPLICATION.

BRUCE RATLIFF, COUNTY PROPERTY APPRAISER, APPEARED TO DISCUSS THE TOTAL ESTIMATE OF ASSESSED VALUE FOR THE CURRENT YEAR, FOR FY 2012/2013 BUDGET PLANNING. MR. RATLIFF ADVISED THAT THERE IS A SUBSTANTIAL INCREASE IN TANGIBLE VALUES, APPROXIMATELY 3.5% OR \$300,000, HOWEVER THERE IS STILL A DECLINE IN PROPERTY VALUES. THAT THERE ARE SOME SMALL CHANGES IN PROPERTY VALUES IN THE COASTAL AREA. COMMISSIONER PAGE QUESTIONED THE POSSIBILITY OF LITIGATION ON TANGIBLE PROPERTY, AND WAS ADVISED THAT IT IS UNKNOWN AT THE PRESENT TIME. MR. RATLIFF FURTHER ADVISED THAT HE WILL HAVE DEFINED NUMBERS BY JUNE 1, 2012.

THE BOARD REVIEWED AND DISCUSSED 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. UPON MOTION OF COMMISSIONER WIGGINS, WITH SECOND BY
COMMISSIONER FEAGLE, AND BY UNANIMOUS VOTE, THE BOARD APPROVED SAID
BID RECOMMENDATIONS, AS FOLLOWS:



MERIDIAN

community services group, inc.

MEMPHIS
P.O. Box 13405
Memphis, TN 38117
901/517-1905 toll free
800/877-1905 tel
901/517-1905 fax

GAINESVILLE
P.O. Box 257975
Gainesville, FL 32625-7975
855/484-1975 toll free
352/381-1975 tel
352/381-1970 fax

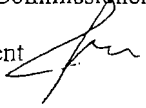
ST. PETERSBURG
111 Second Avenue NE
St. Petersburg, FL 33701

ST. PETERSBURG, FL 33701
865/265-1919 tel
727/265-1919 fax
121/265-1919 fax

MEMPHIS
1444 12th Ave. S
Memphis, TN 38117
901/517-1905
800/877-1905
901/517-1905 fax

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.

THE BOARD DECLARED NO RELATION TO THE APPLICANTS.

UPON MOTION OF COMMISSIONER FEAGLE, WITH SECOND BY COMMISSIONER WIGGINS, AND BY UNANIMOUS VOTE, THE BOARD APPROVED SECTION 504 COMPLIANCE POLICY, EVALUATION PLAN, AND GRIEVANCE/COMPLAINT PROCEDURES FOR COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAMS AND PROJECTS, AS AGENDAED BY THE GRANTS COORDINATOR.

UPON MOTION OF COMMISSIONER FEAGLE, WITH SECOND BY COMMISSIONER HOUCK, AND BY UNANIMOUS VOTE, THE BOARD TO REVIEWED AND APPROVED 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.

UPON MOTION OF COMMISSIONER FEAGLE, WITH SECOND BY COMMISSIONER PAGE, AND BY UNANIMOUS VOTE, THE BOARD TABLED A REVIEW/APPROVAL OF THE FREQUENTIS PROTECT I3 911 BID AWARD TO AK ASSOCIATES, FROM THEIR BID RECEIVED BY THE BOARD ON MAY 1, 2012, TO ALLOW THE COUNTY ATTORNEY TIME TO REVIEW CORRESPONDENCE RECEIVED FROM FAIRPOINT COMMUNICATIONS.

COUNTY ADMINISTRATOR ITEMS:

THE COUNTY ADMINISTRATOR DISCUSSED 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. MR. BROWN ADVISED THAT FEMA MAY HAVE TO GO ON PRIVATE PROPERTY AND HE HAS ADVISED THEM THAT THE BOARD DOES NOT HAVE THE AUTHORITY TO GRANT PERMISSION FOR THIS ACTION. THAT THE PROPERTY OWNERS WILL HAVE TO BE CONTACTED DIRECTLY BY FEMA.

THE COUNTY ADMINISTRATOR ADDRESSED RECENT ACCUSATIONS THAT HE ACCEPTED PAY INCREASES WHILE COUNTY EMPLOYEES DID NOT RECEIVE INCREASES. MR. BROWN DISCUSSED CORRESPONDENCE TO THE BOARD FROM COUNTY FINANCE DIRECTOR, TAMMY TAYLOR, WHICH STATES THAT THE COUNTY ADMINISTRATOR HAS NOT ACCEPTED A PAY INCREASE SINCE OCTOBER 1, 2008 (LAST PAY INCREASE FOR COUNTY EMPLOYEES), EVEN THOUGH HIS EMPLOYMENT CONTRACT STATES THAT HIS "ANNUAL BASE SALARY" WILL BE "EQUIVALENT TO THE HIGHEST PAID CONSTITUTIONAL OFFICER IN TAYLOR COUNTY". MS. TAYLOR FURTHER STATED IN HER CORRESPONDENCE THAT ELECTED OFFICIALS MAY HAVE RECEIVED PAY INCREASES (OR DECREASES) SUBSEQUENT TO OCTOBER 1, 2008, AS THESE SALARIES ARE SET BY THE FLORIDA LEGISLATURE.

THE COUNTY ADMINISTRATOR DISCUSSED HIGHWAY 98 BRIDGE CONSTRUCTION OVER THE AUCILLA RIVER AND THE IMPACT IT WILL HAVE ON BOAT TRAFFIC. THAT THE CHANNEL BELOW THE US 98 AUCILLA RIVER BRIDGE WILL BE CLOSED TO BOATS FOR THREE (3) TO FOUR (4) WEEKS BEGINNING FRIDAY, MAY 11, 2012.

THE BOARD DISCUSSED HODGES PARK AND CONSIDERED ALLOCATING FUNDS FOR RECOMMENDED IMPROVEMENTS (\$7,500 FROM RESERVE FOR CAPITAL PROJECTS). MR. BROWN DISCUSSED SAID IMPROVEMENTS INCLUDING ERADICATING THE SAND SPURS AT HODGES PARK, PAINTING THE PAVILION AND BATHROOMS, AND SODDING THE GRASSY AREA. UPON MOTION OF COMMISSIONER PAGE, WITH SECOND BY COMMISSIONER FEAGLE, AND BY UNANIMOUS VOTE, THE BOARD APPROVED THE ALLOCATION OF FUNDS, AS STATED, FOR THE RECOMMENDED IMPROVEMENTS.

THE COUNTY ADMINISTRATOR DISCUSSED THE FOLLOWING INFORMATIONAL ITEMS:

1. THAT DUSTIN HINKEL WILL BE OUT OF THE OFFICE AS HIS BROTHER-IN-LAW HAS DIED IN ATLANTA, GEORGIA.
2. CONDOLENCES TO COMMISSIONER HOUCK ON THE LOSS OF HIS SISTER, LORETTA HOUCK MORGAN KINSEY.
3. THAT CHARLES SESSIONS PASSED AWAY AND HIS FUNERAL WILL BE HELD ON

MAY 16, 2012.

ADDITIONAL COMMENTS AND CONCERNS FROM THE PUBLIC FOR NON-AGENDAED

ITEMS:

COMMENTS REGARDING NUTALL RISE SPRING.

BOARD INFORMATIONAL ITEMS:

COMMISSIONER WIGGINS DISCUSSED FUNDS FROM FDOT FOR TRANSPORTATION.
THAT THE FDOT REPRESENTATIVE DID NOT APPEAR FOR THE MEETING.

COMMISSIONER HOUCK EXPRESSED HIS APPRECIATION ON BEHALF OF HIS FAMILY
FOR PRAYERS, FOOD, CARDS, ETC. IN CONNECTION WITH THE LOSS OF HIS
SISTER.

COMMISSIONER FEAGLE STATED THAT NUTALL SPRINGS HAS BEEN DESIGNATED AS
A NATURAL SPRING AND REQUESTED THAT THIS MATTER BE DISCUSSED AT THE
BOARD'S WORKSHOP ON TUESDAY, MAY 22, 2012. THAT HEALTH DEPARTMENT
REPRESENTATIVES ARE SCHEDULED TO APPEAR AT SAID WORKSHOP.

CHAIRMAN PATTERSON REQUESTED PRAYER FOR THE HOUCK FAMILY, THE JACK
BROWN FAMILY AND THE MOCK FAMILY.

THE BOARD EXPRESSED THEIR APPRECIATION TO ALL IN ATTENDANCE 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	044502 THROUGH 044602 INCLUSIVE
ROAD AND BRIDGE FUND	5012108 THROUGH 5012127 INCLUSIVE

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

THE HOUR BEING APPROXIMATELY 6:50 P.M., AND THERE BEING NO FURTHER BUSINESS, COMMISSIONER PAGE MADE A MOTION, WITH SECOND BY COMMISSIONER WIGGINS, 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[05/22/2012] Time[5:30 P.M.
Book#[58] Minutes#[23] Meeting-Type[WORKSHOP

BOARD OF COUNTY COMMISSIONERS

TAYLOR COUNTY, FLORIDA

COURTHOUSE ANNEX

M I N U T E S

TUESDAY, MAY 22, 2012

5:30 P.M.

THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA, MET IN
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.

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:

1. AULEY ROWELL APPEARED TO DISCUSS CONCERNS REGARDING THE SPECIAL
ASSESSMENT FOR SOLID WASTE, AS REQUESTED AT THE MAY 15, 2012
BOARD MEETING.

MR. ROWELL REQUESTED TO CONTRACT WITH WASTE PRO FOR COLLECTION OF
GARBAGE AT HIS CAMPSITES IN SHADY GROVE. JACK TEDDER, TAX COLLECTOR,
DISCUSSED PROBLEMS WITH THE REQUEST IE: HARD TO MONITOR AND COLLECT.
JACK BROWN, COUNTY ADMINISTRATOR, STATED THAT THE COUNTY'S SOLID WASTE
ORDINANCE WOULD HAVE TO BE AMENDED AND COULD LAY A PRECEDENT FOR OTHER
PERSONS IN THIS SITUATION. MR. ROWELL STATED THAT HE PAYS FOR A
SERVICE THAT HE RECEIVES NO BENEFIT FOR. THE BOARD TO CONSIDER AND
RESEARCH THE REQUEST FURTHER.

2. THE BOARD DISCUSSED THE IMPACT OF THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION'S CLASSIFICATION OF NUTALL RISE AS A FIRST MAGNITUDE SPRING, AND THE RESULTING REQUIREMENTS BY THE STATE OF FLORIDA, WITH REGARDS TO REQUIRING SEPTIC TANK INSPECTIONS UNDER HB 1263.

THE COUNTY ADMINISTRATOR DISCUSSED THE BURDEN ON THE RESIDENTS OF TAYLOR COUNTY IN REQUIRING SAID INSPECTIONS, AND THAT THE COUNTY CAN OPT OUT OF PROGRAM. IT WAS A CONSENSUS OF THE BOARD TO AGENDA THE MATTER OF OPTING OUT FOR DISCUSSION AT THE NEXT REGULAR MEETING OF THE BOARD ON MONDAY, JUNE 4, 2012.

MARK VIOLA, PERRY NEWSPAPERS, DISCUSSED HIS RESEARCH OF THIS ISSUE.

3. SCOTT FREDRICK, TAYLOR COUNTY DEVELOPMENT AUTHORITY (TCDA), APPEARED TO DISCUSS THE MARKETABILITY OF TAYLOR COUNTY, AND PRESENTED A VIDEO SHOWING THE MANY VACANT AND DILAPIDATED BUILDINGS AND PROPERTY ON ROUTES COMING INTO PERRY FROM THE NORTH AND SOUTH.

4. MORRIS STEEN, CHAIRMAN, AND KEN ARNOLD, VICE-CHAIRMAN, TAYLOR COUNTY AIRPORT ADVISORY COMMITTEE, APPEARED AND PRESENTED AN UPDATE OF AIRPORT ADVISORY COMMITTEE ACTIVITIES.

THAT NORTH RUNWAY 1836 IS NEARING COMPLETION, THE WEATHER STATION NEEDS UPGRADING, THAT ALL T-HANGARS ARE FULL AND THE COMMITTEE IS SEEKING FUNDING FOR ADDITIONAL HANGARS, AND THAT A FIXED BASE OPERATOR (FBO) IS NEEDED. MR. STEEN ADVISED THAT THEY ARE WORKING ON A FINANCIAL REPORT ON INCOME.

5. FRANK DARABI APPEARED REGARDING THE NEED TO AMEND THE LANGUAGE IN THE COMPREHENSIVE PLAN, IN THE MIXED USE URBAN LAND USE CATEGORY, TO AVOID FUTURE ISSUES WHEN BUSINESSES IMPACT

RESIDENTIAL HOMES, AS AGENDAED BY COMMISSIONER HOUCK.

MR. DARABI APPEARED AND ADVISED THAT HE HAS TALKED TO THE BUSINESS OWNER REGARDING PROBLEMS IN THE RESIDENTIAL AREA WITH DUST AND PAINTING.

6. THE BOARD DISCUSSED A REQUEST TO RENT THE DOUBLEWIDE TRAILER OWNED BY THE COUNTY, AND LOCATED ACROSS THE STREET FROM THE STEINHATCHEE BOAT RAMP, IN ORDER TO OPEN A BUSINESS, AS AGENDAED BY COMMISSIONER HOUCK.

THE COUNTY ADMINISTRATOR DISCUSSED THE REQUEST AND STATED THAT THE TRAILER IS NOT ADA COMPLIANT. THAT THE COUNTY SOULD HAVE TO ADVERTISE FOR BIDS/PROPOSALS IF THEY COULD LEASE THIS PROPERTY.

7. THE BOARD DISCUSSED FUNDING MECHANISMS AND COST FOR A FULL TIME OR VOLUNTEER FIRE DEPARTMENT FOR THE KEATON BEACH AREA, AS AGENDAED BY COMMISSIONER HOUCK.

KENNETH DUDLEY, COUNTY ENGINEER, DISCUSSED THIS ISSUE AND STATED THAT THE LOCATION OF A FIRE HOUSE AT KEATON BEACH WOULD HAVE TO BE DETERMINED AROUND THE WETLANDS LOCATION IN THIS AREA. THE COUNTY ADMINISTRATOR STATED THAT FULL SERVICES COSTS IN THAT AREA WOULD BE VERY EXPENSIVE.

8. THE BOARD TO DISCUSS UTILIZING CHIP SEALING PAVING FOR RURAL DIRT ROADS, AS REQUESTED BY COMMISSIONER HOUCK.

THE COUNTY ADMINISTRATOR STATED THAT THIS METHOD IS USED OVER OLD ROAD BEDS AND DIRT ROADS. THAT ALACHUA COUNTY AND BRADFORD COUNTY HAVE HAD NUMEROUS PROBLEMS WITH CHIP SEALING. THAT THIS METHOD WORKS BEST WITH AN OVERLAY AND LESS TRAFFIC, THAT IT IS NOT FEASIBLE FOR HIGH TRAFFIC AREAS. COMMISSIONER WIGGINS RECOMMENDED USE ON CARLTON ROAD IN HIS DISTRICT. MR. BROWN AGREED TO FURTHER RESEARCH THE CHIP SEALING PAVING METHOD.

9. THE BOARD DISCUSSED THE BALLOT PROCESS, AS AGENDAED BY
COMMISSIONER FEAGLE.

COMMISSIONER PAGE STATED THAT THE RANKING SYSTEM WORKS WELL.

10. THE BOARD DISCUSSED COMMUNITY SERVICE, AS AGENDAED BY
COMMISSIONER FEAGLE.

COMMISSIONER FEAGLE DISCUSSED USING COMMUNITY SERVICE WORKERS TO CLEAN
UP THE ROAD SIDES.

11. THE BOARD DISCUSSED CHURCH LEAGUE SOFTBALL, AS AGENDAED BY
COMMISSIONER FEAGLE.

ALBERT JOHNSON APPEARED AND DISCUSSED THE USE OF THE SPORTS COMPLEX
FOR CHURCH LEAGUE SOFTBALL, AND REQUESTED THAT THE BOARD HOLD A
MEETING IN THE FUTURE WITH CHURCH REPRESENTATIVES PRESENT.

THE COUNTY ADMINISTRATOR RECOMMENDED THAT THE GIRL'S SOFTBALL LEAGUE
HAVE PRIORITY ON USE OF THE SPORTS COMPLEX SOFTBALL FIELDS AS THERE IS
NOT FUNDING AVAILABLE FOR CONSTRUCTION OF GIRL'S SOFTBALL FIELDS TO
STANDARDS.

12. THE BOARD DISCUSSED THE FOLLOWING BOARD BUDGET WORKSHOP DATES:

(12)

2012/2013 BUDGET
PROPOSED BUDGET SCHEDULE
(for compliance with TRIM certification)

Friday, 6/1/12	Property Appraiser to deliver an estimate of the total assessed values.....to be used for budget planning purposes
Wednesday, 6/13/12	Last date for ALL budget requests to be submitted to County Finance
7/1/12	Property Appraiser to certify the taxable value to each taxing authority on Form DR-420
Friday, 7/13/12	Finance Director to provide BCC with the County-Wide Budget (notebooks which will include the overall & detailed County Budget)
Thursday, 7/19/12	First / Initial BCC Budget Workshop 9:00 AM - 4:30 P.M.
Monday, 7/23/12 through	BCC Budget Workshops to continue
Tuesday, 7/31/12	Last Date for Budget Workshops
Wednesday 8/1/12 or Thursday, 8/2/12	Special Meeting -- BCC to Set Proposed Millage Rates 5:30 P.M.
Monday, 9/10/12	BCC to Hold 1st Public Hearing -- Adopt the Tentative Budget
Monday, 9/17/12	BCC to Hold 2nd Public Hearing -- Adopt the FINAL Budget

*Pat out of town
July 22, 23 & 24
July 26 - 9:00 til 4:30 P.M.*

Cancel Workshop 24th

13. THE BOARD DISCUSSED BUDGET PREPARATION FOR FY 2012-2013.

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

THE COUNTY ADMINISTRATOR ADVISED THAT HE HAS RECEIVED AN ESTIMATE FOR SOD IN THE AMOUNT OF \$2,235.00.

15. BLAKE MORGAN APPEARED TO PRESENT A REQUEST TO ALLOW A RADIO CONTROLLED RACE COURSE TO BE CONSTRUCTED AT THE SPORTS COMPLEX. MR. MORGAN ADVISED THAT HE HAS PRESENTED HIS REQUEST TO THE TAYLOR COUNTY RECREATION ADVISORY BOARD (TCRAB) AS AN OPPORTUNITY FOR RAISING FUNDS FOR THE SPORTS COMPLEX. THAT A LOW ESTIMATE FOR REVENUE IS APPROXIMATELY \$18,000/YEAR. COMMISSIONER FEAGLE REQUESTED COSTS OF CONSTRUCTION AND MAINTENANCE.

COUNTY ADMINISTRATOR ITEMS:

1. MR. BROWN DISCUSSED A REQUEST FROM THE PERRY SHRINE CLUB FOR SPACE FOR ORGANIZATION FOR CRAZY CARS, AND RECOMMENDED THE OLD HOSPITAL PROPERTY.
2. THAT STEVE FREDRICK AND DUSTIN HINKLE IN STATE OF FLORIDA HURRICANE PROCEDURES.
3. THAT THE COUNTY IS TESTING A NEW WORK ORDER SYSTEM (RUNNING FREE VERSION). THAT THE COST IS \$550 PER YEAR FOR THE PROGRAM.
4. MR. BROWN ADVISED THAT RON RICE WILL PRESENT A PROGRAM ON SYNTHETIC MARIJUANA AT THE BOARD WORKSHOP ON TUESDAY, AUGUST 28, 2012. THAT HE IS WORKING ON A DRAFT ORDINANCE FOR THE BOARD'S CONSIDERATION.

THE BOARD FURTHER DISCUSSED THE REQUEST FROM AULEY ROWELL REGARDING
SOLID WASTE FEES FOR HUNTING CAMPS.

THE HOUR BEING APPROXIMATELY 10:15 P.M., AND THERE BEING NO FURTHER
ITEMS TO DISCUSS, THE MEETING ADJOURNED, SUBJECT TO CALL.

BOARD OF COUNTY COMMISSIONERS

TAYLOR COUNTY, FLORIDA

BY: _____

PATRICIA PATTERSON, CHAIRMAN

ATTEST:

ANNIE MAE MURPHY, CLERK

Book Type[BOCC] Date[06/04/2012] Time[5:30 P.M.
Book#[58] Minutes#[24] Meeting-Type[REGULAR

BOARD OF COUNTY COMMISSIONERS

TAYLOR COUNTY, FLORIDA

COURTHOUSE ANNEX

M I N U T E S

MONDAY, JUNE 4, 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 PAGE, WITH SECOND BY COMMISSIONER HOUCK,
AND BY UNANIMOUS VOTE, THE BOARD APPROVED THE AMENDED AGENDA FOR
THIS DATE, AS FOLLOWS:

1. REMOVE ITEM NO. 12. THE BOARD TO CONSIDER ADVERTISING A PROPOSED
ORDINANCE, PURSUANT TO FLORIDA STATUES 212.055, SUBPARAGRAPH 7,
DEALING WITH HEALTH CARE, SPECIFICALLY TO IMPOSE A ONE-HALF (1/2)
CENT SALES TAX, AS AGENDAED BY THE DOCTORS' MEMORIAL HOSPITAL
(DMH) BOARD OF DIRECTORS.

COMMISSIONER FEAGLE ADVISED THAT THE BALLOTS VOTED ON WITH AGENDA ITEM
NO. 13., THE BOARD TO CONSIDER FILLING THE DOCTORS' MEMORIAL HOSPITAL

(DMH) BOARD OF DIRECTORS POSITION THAT EXPIRED MAY 31, 2012, WILL BE AVAILABLE FROM THE CLERK AFTER THE MEETING, AS THEY ARE PUBLIC RECORDS.

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

AGENDA ITEMS:

BOB ROOT APPEARED AND DISCUSSED FLORIDA ASSOCIATION OF COUNTIES (FAC) AND NATIONAL ASSOCIATION OF COUNTIES (NACO) REGARDING UN AGENDA 21 ISSUES.

COMMISSIONER FEAGLE STATED THAT SHE HAS REQUESTED FAC TO RESPOND AS TO THEIR POSITION ON UN AGENDA 21. COMMISSIONER WIGGINS READ THE FOLLOWING RESPONSE FROM FAC:



All About Florida

June 1, 2012

Jack Brown, County Administrator
Taylor County
201 East Green St.
Perry, FL 32347

DOUG SMITH
PRESIDENT
MCCLELL

BILL WILLIAMS
PRESIDENT ELECT
GULF

BRYAN DESLOGE
FIRST VICE PRESIDENT
LEON

KEN WELCH
SECOND VICE PRESIDENT
POLK

ILENE LIEBERMAN
EXECUTIVE VICE PRESIDENT
BREVARD

CHRISTOPHER L. HOLLEY
EXECUTIVE DIRECTOR

RE: Association Affiliations

Dear Mr. Brown:

Thank you for contacting the Florida Association of Counties regarding our affiliation with outside groups, specifically ICLEI – The Local Governments for Sustainability. FAC has no affiliation with this group in any way and are unfamiliar and not associated with any of their opinions or policies.

The Florida Association of Counties solely represents Florida's counties. Our legislative policies and priorities are established entirely by our membership, with no inclusion from outside sources. It is Florida's locally elected county commissioners that debate policies on all issues impacting their counties. FAC legislative policies are then drafted and voted on only by FAC members – Florida's county commissioners.

We understand that there are rumors circulating in your community regarding a possible affiliation with this group, and they are simply that – rumors. FAC represents Florida's counties to preserve and protect home rule – the idea that government closest to the people governs best. The only policies we promote are those voted on by our membership and all of them can be located on our website at <http://fl-counties.com/Docs/Legislative%20Division/2011/2012%20Legislative%20Program%20final.pdf>.

Thank you again for contacting the Association and please do not hesitate to contact me if you have any further questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read "Chris L. Holley", written over a horizontal line.

Christopher Holley
Executive Director

CLH/vir

JACK BROWN, COUNTY ADMINISTRATOR, ADVISED OF HIS CONTACT WITH NACO
THIS DATE BY TELEPHONE.

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.
FOUR (4) THROUGH EIGHT (8), AS FOLLOWS:

4. THE ADOPTION OF THE FOLLOWING RESOLUTIONS TO REFLECT
UNANTICIPATED MONIES IN THE MSTU FUND AND THE GENERAL FUND, AS
SUBMITTED BY THE COUNTY FINANCE DEPARTMENT:

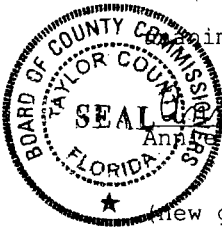
R E S O L U T I O N

IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **MSTU FUND** for the fiscal period ending September 30, 2012, to be in excess of the advertised budget.

BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **MSTU FUND** budget for the fiscal year ending September 30, 2012.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
Revenue:		
\$5,000	107-3312012	Volunteer Fire Assistance Grant
Expenditures:		
\$5,000	0195-56400	Capital Outlay - Equipment

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 4th day of June, 2012 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2012 with a motion by Commissioner Page, seconded by Commissioner Feagle, and carried unanimously.



Ann Mae Murphy
Ann Mae Murphy, Clerk-Auditor

[Signature]
Chairman

(New grant awarded 2012 FY)

R E S O L U T I O N

IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **GENERAL FUND** for the fiscal period ending September 30, 2012, to be in excess of the advertised budget.

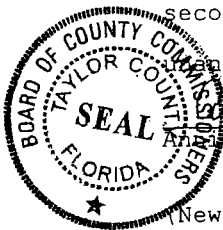
BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **GENERAL FUND** budget for the fiscal year ending September 30, 2012.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
Revenue:		
\$10,553	001-3342007	911 Rural County Maintenance(Spring)Grant

Expenditures:		
\$10,553	0255-54630	R&M - Office Equipment

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 4th day of June, 2012 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2012 with a motion by Commissioner Dase,

seconded by Commissioner Feagle, and carried unanimously.



Ann Mae Murphy
Ann Mae Murphy, Clerk-Auditor

[Signature]
Chairman

(New Grant Awarded for 2012 FY--"spring" grant)

5. THE RELEASE OF BUDGETED FUNDS, IN THE AMOUNT OF \$20,773.04, AS REQUESTED BY THE CITY OF PERRY'S COMMUNITY REDEVELOPMENT AGENCY.
6. THE PAYMENT OF AN INVOICE, IN THE AMOUNT OF \$25,000, FOR EMERGENCY MEDICAL SERVICES (EMS) FOR THE MONTH OF MAY, 2012, AS REQUESTED BY DMH.
7. THE RATIFICATION OF THE COUNTY ADMINISTRATOR'S SIGNATURE APPROVING A REQUEST FOR REIMBURSEMENT OF FUNDS, IN THE AMOUNT OF \$1,750.00, FROM THE STATE HOMELAND SECURITY GRANT PROGRAM, AS AGENDAED BY DUSTIN HINKEL, EM DIRECTOR.
8. THE RATIFICATION OF THE COUNTY ADMINISTRATOR'S SIGNATURE ON A RESPONSE LETTER TO THE AUDITOR GENERAL.

BIDS/PUBLIC HEARINGS:

THE BOARD HAVING HERETOFORE ADVERTISED FOR PROPOSALS FOR DISASTER DEBRIS MONITORING AND GRANT CONSULTING SERVICES, FOR THIS DATE AT 6:10 P.M., AS OR SOON THEREAFTER AS POSSIBLE.

PROPOSALS WERE RECEIVED FROM THE FOLLOWING:

1. THOMPSON CONSULTING SERVICES
LAKE MARY, FL
2. OBRIENS RESPONSE MANAGEMENT, INC.
FT. LAUDERDALE, FL 33316
3. LOGISTICS
MAITLAND, FL
4. METRIC ENGINEERING
CHIPLEY, FL

STEVE SPRADLEY, GARY WAMBOLT AND DUSTIN HINKLE WERE APPOINTED AS A BID COMMITTEE TO STUDY THE PROPOSALS RECEIVED, AND TO MAKE A RECOMMENDATION TO THE BOARD AT THE NEXT REGULAR MEETING, TO BE HELD ON MONDAY, JUNE 18, 2012.

THE BOARD HAVING HERETOFORE ADVERTISED TO HOLD THE FIRST OF TWO (2) PUBLIC HEARINGS, FOR THIS DATE AT 6:15 P.M., AS OR SOON THEREAFTER AS POSSIBLE, TO DISCUSS THE UPCOMING FUNDING CYCLE FOR THE 2012 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG).

MELODY COX, GRANTS COORDINATOR, APPEARED TO DISCUSS THE GRANT AND STAFF RECOMMENDATION TO RE-APPLY FOR THE GRANT, FOCUSING ON THE ELDERLY AND THE HANDICAPPED.

UPON MOTION OF COMMISSIONER WIGGINS, WITH SECOND BY COMMISSIONER HOUCK, AND BY UNANIMOUS VOTE, THE BOARD AGREED TO PROCEED TO THE SECOND PUBLIC HEARING, TO BE HELD ON MONDAY, JULY 2, 2012 AT 6:10 P.M., AND TO MOVE FORWARD WITH THE CDBG HOUSING GRANT APPLICATION. THE BOARD RECOMMENDED THAT ECONOMIC DEVELOPMENT GRANT FUNDING BE DISCUSSED AT THEIR WORKSHOP TO BE HELD ON AUGUST 28, 2012.

THE BOARD HAVING HERETOFORE ADVERTISED FOR BIDS FOR EMERGENCY COMMUNICATION CENTER UNINTERRUPTED POWER SUPPLY (UPS) UNIT, FOR THIS DATE AT 6:20 P.M., AS OR SOON THEREAFTER AS POSSIBLE.

THE FOLLOWING BIDS WERE RECEIVED:

1. CHARLES DANIELS

ORLANDO, FL	\$27,518.51
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2. ENERGY CONTROL SYSTEMS, INTL.

FRIENDSHIP, WI	\$30,710.61
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RENA COURTNEY, DUSTIN HINKLE AND TYSON HILL WERE APPOINTED AS A BID COMMITTEE TO STUDY THE BILLS RECEIVED, AND TO MAKE A RECOMMENDATION TO THE BOARD AT THE NEXT REGULAR MEETING ON JUNE 18, 2012.

HOSPITAL ITEMS:

THE BOARD DISCUSSED FILLING THE DMH BOARD OF DIRECTORS POSITION THAT EXPIRED MAY 31, 2012, FROM TWO (2) APPLICATIONS RECEIVED, IE: DEWAYNE LANIER AND JOE COLLINS.

THE APPLICANTS WERE GIVEN THREE (3) MINUTES TO SPEAK REGARDING THEIR DESIRE TO SERVE ON THE DMH BOARD OF DIRECTORS.

JOE COLLINS STATED THAT HE IS A FORMER MEMBER OF THE DMH BOARD, AND RESIGNED DUE TO ILLNESS.

DEWAYNE LANIER STATED THAT HE IS CURRENTLY A MEMBER OF THE DMH BOARD AND WISHES TO BE RE-APPOINTED.

AFTER DISCUSSION, COMMISSIONER HOUCK MADE A MOTION, WITH SECOND BY COMMISSIONER WIGGINS, TO RE-APPOINT DEWAYNE LANIER TO THE DMH BOARD OF DIRECTORS. THE MOTION PASSED BY UNANIMOUS VOTE OF THE BOARD.

PUBLIC REQUESTS:

AULEY ROWELL APPEARED TO FURTHER DISCUSS SOLID WASTE ISSUES, AND STATED THAT THE COUNTY SPENDS MORE TO COLLECT ON HUNTING CAMPS THAN THE AMOUNT GENERATED. THAT THE BOARD SHOULD BE FAIR TO ALL.

TIM SAGUL, SUWANNEE RIVER WATER MANAGEMENT DISTRICT (SRWMD), APPEARED TO REQUEST BOARD ADOPTION OF A PROPOSED ORDINANCE IMPLEMENTING YEAR-ROUND OUTDOOR CONSERVATION MEASURES AND WATER SHORTAGE RESTRICTIONS. MR. SAGUL STATED THAT THERE IS A 12 INCH DEFICIT SINCE JANUARY, 2012, AND STATED THAT CONSERVATION GOES INTO EFFECT ON JUNE 13, 2012. UPON MOTION OF COMMISSIONER WIGGINS, WITH SECOND BY COMMISSIONER HOUCK, AND BY UNANIMOUS VOTE, THE BOARD TABLED THE ISSUE IN ORDER TO SECURE FURTHER INFORMATION.

COUNTY STAFF ITEMS:

LISA BLAIR, MERIDIAN COMMUNITY SERVICES GROUP, APPEARED TO DISCUSS FAIR HOUSING, AS REQUIRED FOR THE GRANT SUBMISSION TO THE CDBG PROGRAM, AS AGENDAED BY MELODY COX, GRANTS COORDINATOR. MS. COX ADVISED THAT THE COUNTY'S AUDIT REFLECTED THAT THE COUNTY IS

IN COMPLIANCE WITH SAID GRANT PROGRAM.

THE BOARD DISCUSSED AWARDING THE BID FOR THE FREQUENTIS PROTECT NG 911 SOLUTION SYSTEM TO KRAUS ASSOCIATES, INC., IN THE AMOUNT OF \$250,077.00, BASED UPON A FAVORABLE REVIEW BY THE COUNTY ATTORNEY. THE COUNTY ATTORNEY REPORTED THAT HE HAS REVIEWED THIS BID AND APPROVES SAME.

UPON MOTION OF COMMISSIONER FEAGLE, WITH SECOND BY COMMISSIONER HOUCK, AND BY UNANIMOUS VOTE, THE BOARD AWARDED THE BID AS STATED AND APPROVED BY THE COUNTY ATTORNEY.

UPON MOTION OF COMMISSIONER PAGE, WITH SECOND BY COMMISSIONER FEAGLE, AND BY UNANIMOUS VOTE, THE BOARD REVIEWED AND APPROVED A CHANGE ORDER, IN THE AMOUNT OF \$10,178.04, FOR THE CDBG FUNDED DEMOLITION AND NEW CONSTRUCTION OF THE HOME OF DENNIS HOFFMAN, AS AGENDAED BY THE GRANTS COORDINATOR.

MS. COX STATED THAT WATER AND SEWER FEES AND IMPACT RESISTANT WINDOWS AND DOORS ARE ALLOWED WITH CDBG FUNDS.

UPON MOTION OF COMMISSIONER FEAGLE, WITH SECOND BY COMMISSIONER PAGE, AND BY UNANIMOUS VOTE, THE BOARD APPROVED THE FOLLOWING SATISFACTION OF MORTGAGE FOR RICHARD D., BARBARA J., AND RICHARD E. LYTTLE, WHO RECEIVED REHABILITATION ASSISTANCE FOR THEIR HOME THROUGH THE SHIP PROGRAM:

SATISFACTION OF MORTGAGE

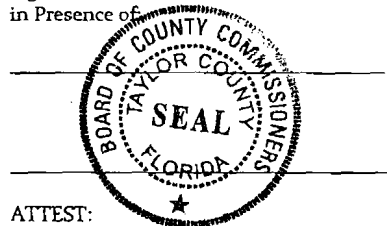
KNOW ALL MEN BY THESE PRESENTS: That TAYLOR COUNTY, a political subdivision of the State of Florida, the owners and holders of a certain mortgage deed executed by RICHARD D. LYTLE, BARBARA J. LYTLE AND RICHARD E. LYTLE, bearing date the 27th day of February, A. D. 2007, recorded in Official Records Book 595, pages 921-924, in the office of the Clerk of the Circuit Court of Taylor County, State of Florida, securing a certain note in the principal sum of \$23,355.00, and certain promises and obligations set forth in said mortgage deed, upon the property situate in said State and County described as follows, to-wit:


A parcel of land lying within Section 32, Township 2 South, Range 7 East, Taylor County, Florida. Being more particularly described, as follows: Lot 10 in Block A of Highland Heights Subdivision, according to the plat thereof, as recorded in Plat 1, at page 80, of the Public Records of Taylor County, Florida, and improvements, thereupon.

hereby acknowledge full payment and satisfaction of said note and mortgage deed, and surrender the same as cancelled, and hereby direct the Clerk of the said Circuit Court to cancel the same of record.

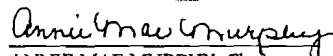
WITNESS my hand and seal this 4th day of June, 2012.

Signed, Sealed and Delivered
in Presence of



 (SEAL)
PAT PATTERSON, Chairperson
BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA

ATTEST:


ANNIE MAE MURPHY, Clerk

STATE OF FLORIDA
COUNTY OF TAYLOR

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared PAT PATTERSON, to me known to be the person described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 2012.

NOTARY PUBLIC

My Commission Expires:

PREPARED BY: Conrad C. Bishop, Jr.
Attorney at Law
Post Office Box 167
Perry, Florida 32348

UPON MOTION OF COMMISSIONER PAGE, WITH SECOND BY COMMISSIONER FEAGLE,
AND BY UNANIMOUS VOTE, THE BOARD APPROVED THE FOLLOWING SATISFACTION
OF MORTGAGE FOR JIMMY AND CHRISTINE STEWART, WHO RECEIVED
REHABILITATION ASSISTANCE FOR THEIR HOME THROUGH THE SHIP PROGRAM:

SATISFACTION OF MORTGAGE

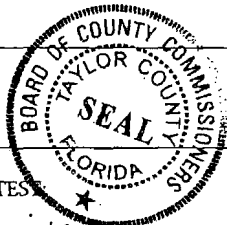
KNOW ALL MEN BY THESE PRESENTS: That TAYLOR COUNTY, a political subdivision of the State of Florida, the owners and holders of a certain mortgage deed executed by JIMMY AND CHRISTINE STEWART, bearing date the 27th day of February, A. D. 2007, recorded in Official Records Book 595, pages 275-278, in the office of the Clerk of the Circuit Court of Taylor County, State of Florida, securing a certain note in the principal sum of \$25,000.00, and certain promises and obligations set forth in said mortgage deed, upon the property situate in said State and County described as follows, to-wit:

A parcel of land lying within Section 27, Township 4 South, Range 7 East, Taylor County, Florida. Being more particularly described, as follows: Commence at the Northwest Corner of the Southeast Quarter of the Southwest Quarter of said Section 27; thence run East 792.00 feet for a Point of Beginning; thence from said Point of Beginning, run South 802.50 feet; thence run West 396.00 feet; thence run North 608.75 feet to the South right-of-way of U.S. 98 West; thence run Northeasterly along said right-of-way 437.00 feet to the point of Beginning. Containing 6.5 acres more or less and improvements, thereupon.

hereby acknowledge full payment and satisfaction of said note and mortgage deed, and surrender the same as cancelled, and hereby direct the Clerk of the said Circuit Court to cancel the same of record.

WITNESS my hand and seal this 4th day of June, 2012.

Signed, Sealed and Delivered
in Presence of:



ATTEST

Annie Mae Murphy
ANNIE MAE MURPHY, Clerk

(Signature) (SEAL)
PAT PATTERSON, Chairperson
BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA

STATE OF FLORIDA
COUNTY OF TAYLOR

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared PAT PATTERSON, to me known to be the person described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 2012.

NOTARY PUBLIC

My Commission Expires:

PREPARED BY: Conrad C. Bishop, Jr.
Attorney at Law
Post Office Box 167
Perry, Florida 32348

UPON MOTION OF COMMISSIONER PAGE, WITH SECOND BY COMMISSIONER WIGGINS, AND BY UNANIMOUS VOTE, THE BOARD APPROVED THE U.S. DEPARTMENT OF JUSTICE EQUAL EMPLOYMENT OPPORTUNITY PLAN (EEOP) SHORT FORM AND CERTIFICATION FORM, AS AGENDAED BY THE GRANTS COORDINATOR.

MS. COX STATED THAT THE FORM IS REQUIRED FOR THE FDLE GRANT AND WAS PREPARED BY LATRINA HARVEY, HUMAN RESOURCES DEPARTMENT.

UPON MOTION OF COMMISSIONER PAGE, WITH SECOND BY COMMISSIONER WIGGINS, AND BY UNANIMOUS VOTE, THE BOARD APPROVED ADVERTISING FOR THE PROPOSED WIDENING/RESURFACING OF PAUL POPPELL ROAD UNDER FDOT SMALL COUNTY ASSISTANCE PROGRAM, AS AGENDAED BY KENNETH DUDLEY, COUNTY ENGINEER.

SAID BIDS TO BE RECEIVED BY THE BOARD ON TUESDAY, JULY 17, 2012 AT 6:10 P.M.

COUNTY ATTORNEY ITEMS:

THE BOARD DISCUSSED THE ADOPTION OF A RESOLUTION, BY A SUPERMAJORITY VOTE, TO "OPT-OUT" OF FLORIDA STATUTE 381.00651 MANDATE TO ENACT AN ON-SITE SEWAGE TREATMENT AND DISPOSAL SYSTEM EVALUATION AND ASSESSMENT ORDINANCE, AS DISCUSSED AT THE MAY 22, 2012 BOARD WORKSHOP.

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

COMMISSIONER FEAGLE MADE A MOTION, WITH SECOND BY COMMISSIONER WIGGINS, TO ADOPT THE FOLLOWING RESOLUTION:

RESOLUTION

A RESOLUTION THE BOARD OF COUNTY COMMISSIONERS, TAYLOR COUNTY, FLORIDA, OPTING TAYLOR COUNTY OUT OF THE NEW STATUTORY REQUIREMENT TO IMPLEMENT A LOCAL SEWAGE TREATMENT AND DISPOSAL SYSTEM EVALUATION AND ASSESSMENT PROGRAM BY ORDINANCE; INFORMING THE FLORIDA SECRETARY OF STATE OF THE SAME; PROVIDING FOR THE TRANSMISSION OF A CERTIFIED COPY OF THIS RESOLUTION TO THE FLORIDA SECRETARY OF STATE; AUTHORIZING THE CHAIRMAN TO SIGN THIS RESOLUTION; AUTHORIZING THE CHAIRMAN TO SIGN THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on April 27, 2012, Governor Rick Scott signed CS/HB 1263 into law as Chapter 2012-184, Laws of Florida; and

WHEREAS, the Act creates a new statute, Florida Statute 381.00651, governing local government septic tank inspection programs; and

WHEREAS, subpart (2) of the newly-enacted Florida Statute 381.00651 requires counties that contain a "first magnitude spring" to "develop and adopt by local ordinance an onsite sewage treatment and disposal system evaluation and assessment program" (i.e., septic tank inspection program) on or before January 1, 2013; and

WHEREAS, Florida Statute 381.00651(2), allows counties to "opt-out" of the above-stated mandate if a supermajority of the county's governing body adopts "a resolution that indicates an intent on the part of such local government not to adopt an onsite sewage treatment and disposal system evaluation and assessment program"; and

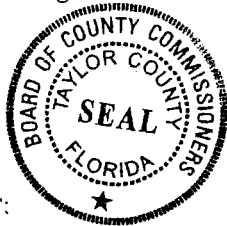
WHEREAS, Taylor County contains a river-rise that has been classified as a first magnitude spring, namely Nutall Rise, within its geographic boundaries; and

WHEREAS, a supermajority of the Taylor County Board of County Commissioners desires to exclude Taylor County from Florida Statute, 381.00651's mandate to enact an onsite sewage treatment and disposal system evaluation and assessment ordinance;

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

1. The recitals above are incorporated herein by reference and made a part hereof.
2. The Taylor County Board of County Commissioners hereby notifies the Florida Secretary of State that a supermajority of its members has voted to opt Taylor County out of Florida Statute 381.00651's mandate to enact an onsite sewage treatment and disposal system evaluation and assessment ordinance.
3. The Chairman is hereby authorized to sign this Resolution.
4. The Clerk of the Court shall send a true and correct copy of this Resolution to the Florida Secretary of State as required by Florida Statute 381.00651.
5. This Resolution shall take effect immediately upon adoption.

PASSED in regular session this 4th day of June 2012.



ATTEST:

Annie Mae Murphy
ANNIE MAE MURPHY, CLERK

BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA

BY: 

PATRICIA PATTERSON, CHAIR

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 ADMINISTRATOR ITEMS:

THE COUNTY ADMINISTRATOR DISCUSSED THE FOLLOWING INFORMATIONAL ITEMS:

1. MR. BROWN ADVISED THAT COUNTY STAFF IS WORKING ON BUDGETS FOR FY 2012-2013. THAT CERTIFICATION WAS RECEIVED BY THE PROPERTY APPRIASER ON JUNE 1, 2012.
2. MR. BROWN ADVISED THAT 53 COUNTIES ARE INVOLVED IN THE ACHA LAWSUIT.

ADDITIONAL COMMENTS AND CONCERNS FROM THE PUBLIC FOR NON-AGENDAEDITEMS:

KEN HUTCHINS APPEARED AND REQUESTED AN UPDATE ON KEATON BEACH COASTAL PARK. THE GRANT COORDINATOR ADVISED THAT SHE IS WORKING ON THE GRANT APPLICATION TO SECURE ADDITIONAL FUNDS FOR THE PARKING LOT. THAT LANDSCAPING IS IN THE PROCESS, THE PICNIC PAVILION HAS BEEN COMPLETED, THAT WETLAND VEGETATION IS BEING RESTORED AND STATE INSPECTIONS HAVE ALL BEEN FAVORABLE.

DR. HUTCHINS QUESTIONED WHY ITEM NO. 12 WAS REMOVED FROM THE AGENDA THIS DATE (REQUEST TO IMPOSE A 1/2 CENT SALES TAX BY THE DMH BOARD OF DIRECTORS), AND WAS ADVISED THAT IT WAS REMOVED AT THE REQUEST OF DMH. DR. HUTHCINS STATED THAT CITIZENS SHOULD VOTE ON THIS ISSUE.

JEAN RIDGEWAY APPEARED AND ADVISED THAT PROCEEDS FROM THE ROWDY GIRLS FISHING TOURNAMENT WILL BE USED FOR THE STEINHATCHEE COMMUNITY CENTER. MRS. RIDGEWAY EXPRESSED HER APPRECIATION FOR ALL DONATIONS RECEIVED ON PREVIOUS FISHING TOURNAMENTS.

BOARD INFORMATIONAL ITEMS:

COMMISSIONER FEAGLE ADVISED THAT THE SHADY GROVE BRIDGE REPLACEMENT BY THE STATE WILL BEGIN IN APPROXIMATELY ONE (1) YEAR, AND RECOMMENDED THAT THE MATERIALS BE USED FOR ARTIFICIAL REEF PROJECTS.

COMMISSIONER HOUCK STATED THAT FRED VOSE, COUNTY MARINE AGENT, HAS ADVISED THAT THERE ARE NO FUNDS FOR WATER QUALITY TESTING AND SIGNS HAVE BEEN REMOVED.

COMMISSIONER WIGGINS QUESTIONED THE OWNER OF PROPERTY LOCATED ADJACENT TO THE BALL FIELDS. THE COUNTY ADMINISTRATOR WAS REQUESTED TO DETERMINE OWNERSHIP AND POSSIBLE ACQUISITION OF SAME.

COMMISSIONER WIGGINS ADVISED THAT DEER CROSSING SIGNS ARE BEING TAKEN CARE OF.

COMMISSIONER WIGGINS REQUESTED THAT THE BOARD LOOK AT THE SIDEWALK FROM OLD DIXIE HIGHWAY TO U.S. 19.

THE COUNTY ATTORNEY ADVISED THAT HE HAS NOT SERVED MR. BROOKS IN THE LAWSUIT, HOWEVER HE HAS SPOKEN TO HIS SISTER AND IS WAITING ON A CALL FROM HIS MOTHER.

THE BOARD WAS ADVISED OF A HURRICANE PREPAREDNESS SEMINAR TO BE HELD BY WCTV AT THE TAYLOR COUNTY HIGH SCHOOL AUDITORIUM, TUESDAY, JUNE 19, 2012.

THE BOARD EXPRESSED THEIR APPRECIATION TO ALL IN ATTENDANCE 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	044603 THROUGH 044817 INCLUSIVE
ROAD AND BRIDGE FUND	5012128 THROUGH 5012172 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 FEAGLE 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[06/18/2012] Time[5:30 P.M.
Book#[58] Minutes#[25] Meeting-Type[REGULAR

BOARD OF COUNTY COMMISSIONERS

TAYLOR COUNTY, FLORIDA

COURTHOUSE ANNEX

M I N U T E S

MONDAY, JUNE 18, 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.

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:

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

1. MOVE ITEM NO. 19., THE BOARD TO DISCUSS THE BRIDGE AND ROAD AT
JOHN YARBROUGH'S PROPERTY, AS AGENDAED BY COMMISSIONER FEAGLE,
TO ITEM NO. 5-A.

AWARDS/RECOGNITION:

THE BOARD DISCUSSED ADOPTION OF A RESOLUTION TO STEVE AND DONNA MOODY,
FOR FORTY (40) YEARS OF VOLUNTEER SERVICE TO TAYLOR COUNTY FIRE

RESCUE, AS AGENDAED BY CARL MCAFEE, DEPUTY FIRE CHIEF.

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

UPON MOTION OF COMMISSIONER FEAGLE, WITH SECOND BY COMMISSIONER
WIGGINS, AND BY UNANIMOUS VOTE, THE BOARD ADOPTED AND PRESENTED THE
FOLLOWING RESOLUTION OF COMMENDATION TO THE MOODY'S:

RESOLUTION

**A RESOLUTION HONORING STEVE AND DONNA MOODY FOR
THEIR MANY YEARS OF VOLUNTEER PUBLIC SERVICE TO
THE CITIZENS OF TAYLOR COUNTY**

WHEREAS, Steve and Donna Moody decided to become involved with the Beaches' community, giving more time and energy to the community then they expected back;

WHEREAS, Steve and Donna joined the Beaches' Volunteer Fire Department in 1972 to share their time and skills as volunteer firefighter/first responders to help protect their community and make it a safer place to live;

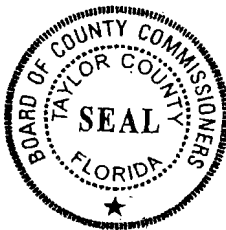
WHEREAS, Steve Moody was appointed to the position of Volunteer Fire Chief in 2008 and Donna Moody became a certified Emergency Medical Technician in 2002 which she used this training on a regular basis;

WHEREAS, the Moody's have made a positive impact in Taylor County and will be greatly missed;

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of Taylor County, on behalf of a grateful community and all firefighters, express our appreciation for the Moody's forty years of service, and devotion to their community, and

BE IT FURTHER RESOLVED, that a copy of this resolution be furnished to the Moody family and that a copy be placed in the minutes of this Board.

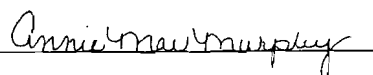
PASSED AND ADOPTED in regular session this 18th day of June, 2012.



BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA

BY: 

Patricia Patterson, Chairman

ATTEST: 

ANNIE MAE MURPHY, Clerk

UPON MOTION OF COMMISSIONER WIGGINS, WITH SECOND BY COMMISSIONER PAGE,
AND BY UNANIMOUS VOTE, THE COUNTY ATTORNEY WAS AUTHORIZED TO READ A
PROPOSED PROCLAMATION RECOGNIZING THE MONTH OF JULY, 2012, AS WATER
SAFETY MONTH, IN ITS' ENTIRETY. SAID PROCLAMATION REQUESTED BY THE
DEPARTMENT OF CHILDREN & FAMILIES (DCF)

UPON MOTION OF COMMISSIONER FEAGLE, WITH SECOND BY COMMISSIONER
WIGGINS, AND BY UNANIMOUS VOTE, THE BOARD ADOPTED THE FOLLOWING
PROCLAMATION:

RESOLUTION

**Declaring July, 2012, as "Water Safety Month:
Promoting Water Safety Through Public Awareness"
in Taylor County, Florida**

WHEREAS, Taylor County is committed to all of its children, and strives to keep each and every one of them safe; and

WHEREAS, The Florida Child Abuse Death Review Committee's 2011 Annual Report data (from 2010) reflects that between 2004 and 2008, Florida had the 3rd highest overall drowning death rate in the nation; and

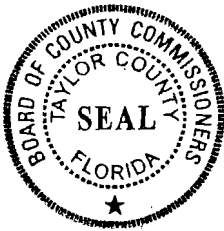
WHEREAS, That same report reflects that during that same time period, Florida had the highest unintentional drowning rate for children 0-4 years old; and

WHEREAS, That same report reflects a total of 91 cases of child drowning reported statewide in 2010 (an upward trend from the previous years); and

WHEREAS, That the practice of water safety through increased public awareness can help prevent senseless tragedies caused to children and families everywhere.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of Taylor County, that they recognize the month of July, 2012 as Water Safety Month.

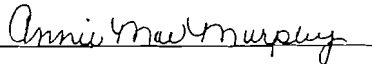
PASSED AND ADOPTED in regular session this 18th day of June, 2012.



BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA

BY: 

Patricia Patterson, Chairman

ATTEST: 

ANNIE MAE MURPHY, Clerk

HEATHER AUSTIN, DCF, WAS PRESENT TO ACCEPT THE PROCLAMATION.

THE BOARD DISCUSSED THE BRIDGE AND ROAD AT JOHN YARBROUGH'S PROPERTY, AS AGENDAED BY COMMISSIONER FEAGLE. JACK BROWN, COUNTY ADMINISTRATOR, ADVISED THAT HE HAS CONFIRMED THAT THIS BRIDGE WAS BUILT BY THE COUNTY, AS CONFIRMED BY FORMER ROAD DEPARTMENT EMPLOYEE, EDD COURTNEY. MR. YARBROUGH REPORTED THAT THE COUNTY CONSTRUCTED THE BRIDGE AND REPLACED IT IN APPROXIMATELY 1982-1992. AFTER DISCUSSION, AND UPON MOTION OF COMMISSIONER FEAGLE, WITH SECOND BY COMMISSIONER PAGE, AND BY UNANIMOUS VOTE, THE COUNTY ACCEPTED THE BRIDGE AS COUNTY PROPERTY AND ACCEPTED THE ROAD (TANNER-HINGSON ROAD) FOR MAINTENANCE UPON BEING ADVISED THAT SAME WAS CONSTRUCTED BY THE COUNTY.

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

NONE

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 WIGGINS, AND BY UNANIMOUS VOTE, THE BOARD APPROVED CONSENT ITEM NOS. SIX (6) THROUGH TEN (10), AS FOLLOWS:

6. THE APPROVAL OF SPECIFICATIONS/ADVERTISING FOR PROPOSALS FOR RUNWAY 18-36 REHABILITATION PHASE II AT PERRY-FOLEY AIRPORT, TO BE RECEIVED BY THE BOARD ON AUGUST 6, 2012, AS AGENDAED BY MELODY COX, GRANTS COORDINATOR.
7. THE APPROVAL OF SPECIFICATIONS/ADVERTISING FOR PROPOSALS FOR THE PROGRAM ADMINISTRATION SERVICES FFY 2012-2013 COMMUNITY

DEVELOPMENT BLOCK GRANTS AND RELATED PROGRAMS, TO BE RECEIVED BY THE BOARD ON AUGUST 6, 2012, AS AGENDAED BY THE GRANTS COORDINATOR.

8. THE RATIFICATION OF THE COUNTY ADMINISTRATOR'S SIGNATURE ON THE SMALL COUNTY SOLID WASTE MANAGEMENT GRANT APPLICATION FOR FISCAL YEAR 2012-2013, AS AGENDAED BY THE GRANTS COORDINATOR.
9. THE RELEASE OF 3RD. QUARTER FY 11/12 BUDGETED FUNDS, IN THE AMOUNT OF \$12,500.00, AS REQUESTED BY THE TAYLOR COUNTY HEALTH DEPARTMENT.
10. THE APPROVAL OF A KEATON BEACH COASTAL PARK UPDATE, AS REQUESTED AT THE JUNE 4, 2012 MEETING OF THE BOARD, AS AGENDAED BY THE GRANTS COORDINATOR.

PUBLIC REQUESTS:

SCOTT FREDERICK, DIRECTOR, TAYLOR COUNTY DEVELOPMENT AUTHORITY (TCDA), APPEARED TO REQUEST THE ALLOCATION OF \$60,000 FROM THE RESERVE ACCOUNT FOR ECONOMIC DEVELOPMENT FOR THE START-UP OF MARKETING PROGRAMS. MR. FREDERICK PRESENTED A VIDEO PRESENTATION FOR THE BOARD'S INFORMATION. UPON MOTION OF COMMISSIONER PAGE, WITH SECOND BY COMMISSIONER HOUCK, AND BY UNANIMOUS VOTE, THE BOARD APPROVED THE REQUEST, AS STATED.

COUNTY STAFF ITEMS:

LEE LEWIS, AVCON, INC., APPEARED AND PRESENTED AN UPDATE AND PROGRESS REPORT ON THE STATUS OF THE RUNWAY 18/36 REHABILITATION PROJECT AT THE PERRY-FOLEY AIRPORT, AS AGENDAED BY THE GRANTS COORDINATOR.

UPON MOTION OF COMMISSIONER WIGGINS, WITH SECOND BY COMMISSIONER FEAGLE, AND BY UNANIMOUS VOTE, THE BOARD REVIEWED AND APPROVED THE FY 2013 EMERGENCY MANAGEMENT PERFORMANCE GRANT (EMPG), AS AGENDAED BY

DUSTIN HINKEL, EMERGENCY MANAGEMENT (EM) DIRECTOR.

UPON MOTION OF COMMISSIONER PAGE, WITH SECOND BY COMMISSIONER WIGGINS, AND BY UNANIMOUS VOTE, THE BOARD REVIEWED AND APPROVED THE FY 2013 EMERGENCY MANAGEMENT PREPAREDNESS AND ASSISTANCE GRANT (EMPA), AS AGENDAED BY THE EM DIRECTOR.

UPON MOTION OF COMMISSIONER PAGE, WITH SECOND BY COMMISSIONER WIGGINS, AND BY UNANIMOUS VOTE, THE BOARD REVIEWED AND APPROVED A LICENSE AGREEMENT WITH FOLEY TIMBER & LAND COMPANY, FOR TEMPORARY DISPOSAL STAGING AND REDUCTION SITES, AS AGENDAED BY THE EM DIRECTOR.

UPON MOTION OF COMMISSIONER WIGGINS, WITH SECOND BY COMMISSIONER HOUCK, AND BY UNANIMOUS VOTE, THE BOARD TABLED THE REVIEW AND APPROVAL OF A LETTER OF OPPOSITION TO THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT'S (FDEM) PROPOSED LOCAL EMERGENCY MANAGEMENT AGENCY TYPING/RANKING PROGRAM CURRENTLY UNDER DEVELOPMENT, UNTIL THE FIRST REGULAR MEETING IN JULY (JULY 2, 2012).

UPON MOTION OF COMMISSIONER PAGE, WITH SECOND BY COMMISSIONER WIGGINS, AND BY UNANIMOUS VOTE, THE BOARD ACCEPTED THE BID COMMITTEE RECOMMENDATION AND AWARDED THE BID FOR AN UNINTERRUPTED POWER SUPPLY (UPS), TO OPTIMAL TECHNOLOGIES INTERNATIONAL, LLC, IN THE AMOUNT OF \$27,518.50, AS AGENDAED BY RENA COURTNEY, E911 COORDINATOR.

GENERAL BUSINESS:

THE BOARD DISCUSSED CITIZEN TIME LIMITS FOR ADDRESSING THE BOARD, AS AGENDAED BY COMMISSIONER FEAGLE. COMMISSIONER FEAGLE RECOMMENDED A TIME LIMIT ON NON-AGENDAED ITEMS OF THREE (3) MINUTES, AND IF MORE TIME IS NEEDED, AGENDA THE ITEM FOR DISCUSSION AT THE NEXT REGULAR

MEETING. THE COUNTY ATTORNEY RECOMMENDED PUTTING THE TIME LIMIT RULE ON THE AGENDA ITSELF, FOR THE PUBLIC'S INFORMATION. AFTER DISCUSSION, COMMISSIONER FEAGLE MADE A MOTION, WITH SECOND BY COMMISSIONER PAGE, TO ALLOW 3 MINUTES FOR NON-AGENDAED ITEMS, FIVE (5) MINUTES FOR AGENDAED ITEMS AND A REQUEST FOR AN ADDITIONAL 5 MINUTES PRIOR TO APPROVING THE AGENDA, AND TO AMEND THE BOARD'S POLICY TO INCLUDE THE TIME LIMIT RULES.

THE MOTION PASSED BY UNANIMOUS VOTE OF THE BOARD.

THE BOARD DISCUSSED AMENDING AGENDAS, AS AGENDAED BY COMMISSIONER FEAGLE. COMMISSIONER FEAGLE STATED THAT THE AGENDA NEEDS TO BE AMENDED ONLY IN THE CASE OF AN EMERGENCY OR TIME SENSITIVE ISSUES. THAT IF NECESSARY, A SPECIAL MEETING OF THE BOARD CAN BE CALLED.

THE BOARD DISCUSSED ONE (1) CITIZEN COMPLAINT WITH REGARDS TO COMPUTERS AT BOARD MEETINGS, AS AGENDAED BY COMMISSIONER FEAGLE. NO ACTION WAS TAKEN BY THE BOARD THIS DATE.

THE BOARD DISCUSSED COUNTY WEBSITE ISSUES IE: A WORKSHOP AGENDA NOT BEING PLACED ON THE WEBSITE, AS AGENDAED BY COMMISSIONER FEAGLE. THE COUNTY ADMINISTRATOR ADVISED THAT IT WAS AN OVER-SITE BY COUNTY STAFF.

THE BOARD DISCUSSED THE COUNTY ADMINISTRATOR'S CONTRACT RENEWAL AND PUBLIC FEEDBACK THAT THE BOARD IS TRYING TO SLIP SAID RENEWAL PAST THE PUBLIC, AS AGENDAED BY COMMISSIONER FEAGLE. THE COUNTY ATTORNEY STATED THAT THE CONTRACT IS PUBLIC RECORD AND CONTAINS A THREE (3) YEAR CONTINUATION WITH NOTIFICATION CLAUSE.

COUNTY ADMINISTRATOR ITEMS:

UPON MOTION OF COMMISSIONER PAGE, WITH SECOND BY COMMISSIONER WIGGINS,

AND BY UNANIMOUS VOTE, THE BOARD APPROVED A REQUEST FROM LT. SCOTT LEE, FLORIDA FISH & WILDLIFE COMMISSION (FWC), TO ALLOW FWC TO PURCHASE AVIATION FUEL AT PERRY-FOLEY AIRPORT, FOR THEIR STATE LAW ENFORCEMENT AIRBOAT, AS FWC IS NOT REQUIRED TO PAY SALES TAX ON ANY PURCHASE (COMMODITIES OR FUEL).

THE COUNTY ADMINISTRATOR DISCUSSED THE FOLLOWING INFORMATIONAL ITEMS:

1. TRAVEL DOCUMENTS-FLORIDA ASSOCIATION OF COUNTIES (FAC) CONFERENCE-EXECUTIVE MEETING, SMALL COUNTY COALITION.
2. CERTIFICATION OF TAXABLE VALUE ON JULY 1, 2012.
3. BUDGETS ARE IN FROM ALL DEPARTMENTS FOR FY 2012-2013.
4. THAT HE WILL BE ON VACATION THE LAST WEEK IN JUNE AND THE FIRST WEEK IN JULY, 2012.

ADDITIONAL COMMENTS AND CONCERNS FROM THE PUBLIC FOR

NON-AGENDAED ITEMS:

MARK VIOLA, AS SECRETARY OF THE FRIENDS OF THE LIBRARY, APPEARED AND DISCUSSED RECENT ACTIVITIES AT THE PUBLIC LIBRARY AND PRAISED THE LIBRARY STAFF FOR A JOB WELL DONE.

BOARD INFORMATIONAL ITEMS:

COMMISSIONER WIGGINS ADVISED THAT THE THREE RIVERS LIBRARY DIRECTOR HAS RESIGNED AND THE POSITION IS CURRENTLY BEING ADVERTISED.

COMMISSIONER PAGE REPORTED ON RECENT POLITICAL FORUMS AND STATED THAT HE HAD TO DEFEND THE COUNTY WITH REGARDS TO THE VISION 2060 PLAN.

COMMISSIONER HOUCK STATED THAT HE HOPES THAT VISION 2060 BRINGS JOBS TO THE COUNTY THROUGH INDUSTRY, AND EXPRESSED HIS APPRECIATION TO THE

TAYLOR COUNTY DEVELOPMENT AUTHORITY (TCDA) .

COMMISSIONER FEAGLE STATED THAT SHE SUPPORTS THE VISION 2060 PLAN.
COMMISSIONER FEAGLE STATED THAT SHE HAS RECEIVED INFORMATION FROM
CAROL GUNTER (DOWNTOWN CAFE) THAT THE CAFETERIA AT DMH IS IN
COMPETITION WITH LOCAL RESTAURANTS BY HAVING LOW PRICES. COMMISSIONER
WIGGINS ADVISED THAT DMH IS ADDRESSING ISSUES AS THE COUNTY HAS NOT
CONTROL OVER THE DMH CAFETERIA.

COMMISSIONER FEAGLE STATED THAT THE UPCOMING BUDGET SHOULD INCLUDE
PARK MAINTENANCE.

THE COUNTY ATTORNEY STATED THAT AN E-MAIL HAS BEEN RECEIVED REGARDING
EMINATE DOMAIN, WITH THE COUNTY ADMINISTRATOR HAS RESPONDED.

THE COUNTY ATTORNEY REQUESTED THAT A RESOLUTION TO EDUCATE THE PUBLIC
ON SUWANNEE RIVER WATER MANAGEMENT DISTRICT (SRWMD) GOVERNING BOARD
ORDER DATED MAY 29, 2012 ON THE SUBJECT OF MODIFIED PHASE III WATER
SHORTAGE, BE AGENDAED FOR DISCUSSION AT THE NEXT REGULAR MEETING.

THE COUNTY ATTORNEY ADVISED THAT THE DEFENDANT IN THE BROOKS
FORECLOSURE CASE IS OUT OF THE HOSPITAL AND HE IS ATTEMPTING TO HAVE
HIM SERVED.

THE CLERK DISCUSSED THE ROAD AT THE BALL FIELD BEING BARRICADED AT
JOHNSON STRIPLING ROAD DUE TO CITY MAINTENANCE ON SAME.

CHAIRMAN PATTERSON REQUESTED AN UPDATE ON HOUCK ROAD (HOLES FILLED)
AND HOLT ROAD (THE COUNTY ENGINEER IS LOOKING AT IT) .

CHAIRMAN PATTERSON STATED THAT THERE HAS BEEN A LOT OF PARTICIPATION
IN THE VISION 2060 PLAN.

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 PAGE, AND UNANIMOUSLY PASSED BY THE BOARD, THAT THE MONTHLY BILLS BE APPROVED AS FOLLOWS:

FUND	WARRANT NOS.
GENERAL REVENUE FUND	044708 THROUGH 044817 INCLUSIVE
ROAD AND BRIDGE FUND	5012156 THROUGH 5012172 INCLUSIVE

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

THE HOUR BEING APPROXIMATELY 8:30 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[06/24/2012] Time[5:30 P.M.
Book#[58] Minutes#[26] Meeting-Type[SPECIAL EMER

BOARD OF COUNTY COMMISSIONERS

TAYLOR COUNTY, FLORIDA

COURTHOUSE ANNEX

M I N U T E S

SUNDAY, JUNE 24, 2012

5:30 P.M.

THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA, MET IN
SPEICAL/EMERGENCY SESSION ON THE ABOVE DATE.

PRESENT WERE MALCOLM PAGE, VICE-CHAIRMAN, MARK WIGGINS, PAM FEAGLE
AND LONNIE A. HOUCK, JR., A QUORUM OF THE BOARD BEING PRESENT.
PATRICIA PATTERSON WAS ABSENT.

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

THE VICE-CHAIRMAN STATED THAT THE EMERGENCY MEETING THIS DATE IS
CALLED TO CONSIDER DECLARING A LOCAL STATE OF EMERGENCY AND THE
ADOPTION OF A VOLUNTARY EVACUATION ORDER, DUE TO CONDITIONS BEING
CAUSED BY TROPICAL STORM DEBBY. UPON MOTION OF COMMISSIONER WIGGINS,
WITH SECOND BY COMMISSIONER HOUCK, AND BY UNANIMOUS VOTE, THE BOARD
DECLARED THE MEETING THIS DATE AN EMERGENCY.

UPON MOTION OF COMMISSIONER FEAGLE, WITH SECOND BY COMMISSIONER
WIGGINS, AND BY UNANIMOUS VOTE, THE BOARD ADOPTED THE FOLLOWING LOCAL
STATE OF EMERGENCY DECLARATION FOR A PERIOD OF SEVEN (7) DAYS, AND
EXTENDED AS NECESSARY:

RESOLUTION 12-

LOCAL STATE OF EMERGENCY DECLARATION

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA DECLARING A STATE OF LOCAL EMERGENCY; WAIVING PROCEDURES AND FORMALITIES DURING THE PERIOD OF SUCH EMERGENCY; AUTHORIZING AND DIRECTING THE TAYLOR COUNTY EMERGENCY MANAGEMENT DIRECTOR TO TAKE WHATEVER PRUDENT ACTIONS AS MAY BE NECESSARY TO PROTECT THE HEALTH, SAFETY AND WELFARE OF THE COMMUNITY PURSUANT TO THIS DECLARATION.

WHEREAS, TROPICAL STORM DEBBY may threaten the public health, safety and welfare of the citizens of Taylor County and may require expedient actions to be taken to implement emergency protective measures.

WHEREAS, Section 252.38(3) (a), Florida Statutes empowers political subdivisions to declare a State of Local Emergency for a period of up to seven (7) days, but may be extended, as necessary, in 7 day increments and

WHEREAS, Section 252.38(3) (a), Florida Statutes empowers political subdivisions to waive the procedures and formalities otherwise required by law pertaining to;

1. Performance of public work and taking whatever action is Necessary to ensure the health, safety and welfare of the Community.
2. Entering into contracts
3. Incurring obligations
4. Employment of permanent and temporary workers
5. Utilization of voluntary workers
6. Rental of equipment
7. Acquisition and distribution with or without compensation of Supplies, materials and facilities.
8. Appropriation and expenditure of public funds; and

WHEREAS, Section 501.106, Florida Statutes prohibits price gouging in a declared State of Emergency.

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

SECTION I

A State of Local Emergency is hereby declared for all of Taylor County, for a period of seven (7) days, but may be extended as necessary, in 7 day increments.

SECTION II

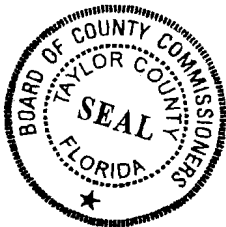
Procedures and formalities otherwise required by law pertaining to actions enumerated by items one through eight herein is hereby waved for the duration of this declaration.

SECTION III

The Taylor County Emergency Management Director is hereby authorized and directed to take whatever prudent actions as may be necessary to protect the health, safety and welfare of the community pursuant to this declaration.

SECTION IV

This Resolution shall become effective immediately upon its adoption.
resolved this 24th day of June, 2012.



ATTEST:

Annie Mae Murphy
ANNIE MAE MURPHY
Clerk of Court

for Malcolm V. Page
PATRICIA PATTERSON, CHAIRPERSON
BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA

VOLUNTARY EVACUATION ORDER

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA ORDERING THE IMMEDIATE ESTABLISHMENT OF A VOLUNTARY EVACUATION OF COASTAL AND LOW-LYING AREAS OF THE COUNTY.

WHEREAS, TROPICAL STORM DEBBY may threaten the public health, safety and welfare of the citizens of Taylor County and may require expedient actions to be taken to implement emergency protective measures.

WHEREAS, the Taylor County Board of County Commissioners have declared a Local State of Emergency;

WHEREAS, the Taylor County coast is within the National Hurricane Center's Tropical Storm Warning area;

WHEREAS, the County is forecasted to receive a maximum surge of 3 feet above tide levels and 6-8 inches of rain through Tuesday, June 26;

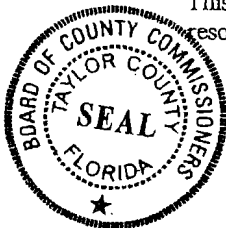
NOW THEREFORE BE IT RESOLVED, by the Board of County Commissioners of Taylor County, Florida as follows:

SECTION I

A Voluntary Evacuation is ordered for residents of the Taylor County Coast and low-lying areas.

SECTION II

This Resolution shall become effective immediately upon its adoption.
resolved this 24th day of June, 2012.



ATTEST:

for Malcolm V. Sage
PATRICIA PATTERSON, CHAIRPERSON
BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA

Annie Mae Murphy
ANNIE MAE MURPHY
Clerk of Court

THE HOUR BEING APPROXIMATELY 5:40 P.M., AND THERE BEING NO FURTHER
BUSINESS, THE MEETING WAS ADJOURNED, SUBJECT TO CALL.

BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA

BY: _____
MALCOLM V. PAGE, VICE-CHAIRMAN

ATTEST:

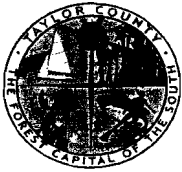
ANNIE MAE MURPHY, CLERK

UPON MOTION OF COMMISSIONER HOUCK, WITH SECOND BY COMMISSIONER FEAGLE,
AND BY UNANIMOUS VOTE, THE BOARD ADOPTED THE FOLLOWING VOLUNTARY
EVACUATION ORDER FOR RESIDENTS OF THE TAYLOR COUNTY COAST AND
LOW-LYING AREAS:

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO CONSIDER APPROVAL OF WORK SQUAD CONTRACT WS690 AMENDMENT #1 TO RENEW THE CURRENT WORK SQUAD CONTRACT BETWEEN THE COUNTY AND THE FLORIDA DEPARTMENT OF CORRECTIONS, AS AGENDAED BY DUSTIN HINKEL, ASSISTANT COUNTY ADMINISTRATOR.

MEETING DATE REQUESTED:

7/2/12

Statement of Issue: **The Board to consider renewal of FDOC Work Squad Contract**

Recommended Action: Approve

Fiscal Impact: \$58,004

Budgeted Expense: YES

Submitted By: Dustin Hinkel

Contact: 838-3500

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

Attachments: Contract Renewal



FLORIDA
DEPARTMENT of
CORRECTIONS

Governor
RICK SCOTT

Secretary
KENNETH S. TUCKER

An Equal Opportunity Employer

501 South Calhoun Street • Tallahassee, FL 32399-2500

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

June 18, 2012

Jack R. Brown
Taylor County, Board of County Commissioners
201 East Green Street
Perry, Florida 32347
Telephone: (850) 838-3500

RE: Work Squad Contract #WS690, AMD#1

Dear Mr. Brown:

Enclosed for signatures are two (2) originals of Work Squad Contract WS690 Amendment #1 to renew your current Contract between the Department of Corrections and your agency. The effective date of this Amendment will be **October 1, 2012**.

To provide a seamless transition in contracting, please have **both originals** of the enclosed contracts **signed** and **returned** to this office, via Express Mail, by July 18, 2012. If your agency requires a longer period for approval and execution of the enclosed documents, please contact me at the telephone number shown below to request an alternate date upon which our office can expect submission. Once this Contract has been executed by the Department, one (1) executed original of the Contract will be returned to your agency.

As a reminder, please be advised:

- to include the Contract #(WS690) on all correspondence;
- **to include the FEID Number on the signature page;**
- that changes to the scope of services cannot be made except through a formal Contract amendment, executed by both parties, and issued by this office; and
- that services may not be provided after the expiration date unless the Contract has been extended or renewed.

If there are any questions, please call me at (850) 717-3661.

Sincerely,

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

Cristy Williams, GOC I
Bureau of Procurement and Supply
Enclosure

CONTRACT AMENDMENT BETWEEN
THE DEPARTMENT OF CORRECTIONS
AND

TAYLOR COUNTY, BOARD OF COUNTY COMMISSIONERS

This is an Amendment to the Contract between the Florida Department of Corrections ("Department") and Taylor County, Board of County Commissioners ("Agency") to provide for the use of inmate labor in work programs.

This Amendment:

- renews the Contract for one (1) year pursuant to **Section I., B., Contract Renewal**;
- revises the end date of the Contract referenced in **Section I., A., Contract Term**;
- revises **Section IV., B., Department's Contract Administrator**; and
- replaces Addendum A with Revised Addendum A, effective October 1, 2012.

Original contract period: October 1, 2011 through September 30, 2012

In accordance with **Section V., CONTRACT MODIFICATIONS**, the following changes are hereby made:

1. **Section I., A., Contract Term**, is hereby revised to read:

A. This Contract began October 1, 2011 and shall end at midnight on September 30, 2013.

This Contract is in its final renewal year.

2. **Section IV., B., Department's Contract Administrator**, is hereby revised to read:

The Chief, Bureau of Procurement and Supply is designated Contract Administrator for the Department and is responsible for maintaining a Contract file on this Contract service and will serve as a liaison with the Contract Manager for the Department. The address and telephone number of the Department's Contract Administrator for this Contract is:

Chief, Bureau of Procurement and Supply
Florida Department of Corrections
501 South Calhoun Street
Tallahassee, Florida 32399-2500
Telephone: (850) 717-3700
Fax: (850) 488-7189

3. Pursuant to **Section III., Compensation, A., 5**, the rate of compensation is amended to reflect the rates indicated in Revised Addendum A. Addendum A is hereby replaced with Revised Addendum A, effective October 1, 2012.

All other terms and conditions of the original Contract remain in full force and effect.

This Amendment shall begin on the date on which it is signed by both parties.

IN WITNESS THEREOF, the parties hereto have caused this Amendment to be executed by their undersigned officials as duly authorized.

**AGENCY: TAYLOR COUNTY, BOARD OF
COUNTY COMMISSIONERS**

SIGNED

BY: _____

NAME: _____

TITLE: _____

DATE: _____

FEID #: _____

DEPARTMENT OF CORRECTIONS

Approved as to form and legality,
subject to execution.

SIGNED

BY: _____

NAME: **Kenneth S. Tucker**

TITLE: **Secretary
Department of Corrections**

DATE: _____

SIGNED

BY: _____

NAME: **Jennifer A. Parker**

TITLE: **General Counsel
Department of Corrections**

DATE: **6/5/12**

Revised Addendum A
Inmate Work Squad Detail of Costs for Taylor County, BOCC
Interagency Contract Number WS690 AMD#1 Effective October 1, 2012

ENTER MULTIPLIERS IN SHADED BOXES ONLY IF TO BE INVOICED TO AGENCY

**I. CORRECTIONAL WORK SQUAD OFFICER SALARIES AND POSITION RELATED-EXPENSES
TO BE REIMBURSED BY THE AGENCY:**

	# Officer: Multiplier		Per Officer Annual Cost	Total Annual Cost
Officers Salary	1		\$ 54,194.00	** \$ 54,194.00
Salary Incentive Payment			\$ 1,128.00	\$ 1,128.00
Repair and Maintenance			\$ 121.00	\$ 121.00
State Personnel Assessment			\$ 399.00	\$ 399.00
Training/Criminal Justice Standards			\$ 200.00	\$ 200.00
Uniform Purchase			\$ 400.00	\$ 400.00
Uniform Maintenance			\$ 350.00	\$ 350.00
Training/Criminal Justice Standards *			\$ 1,642.00	
Technology Fee			\$ 462.00	\$ 462.00
TOTAL - To Be Billed By Contract To Agency			\$ 58,896.00	\$ 57,254.00

*Cost limited to first year of contract as this is not a recurring personnel/position cost.

** Annual cost does not include overtime pay.

IA. The Overtime Hourly Rate of Compensation for this Contract is \$31.85, if applicable. (The Overtime Hourly Rate of Compensation shall include the average hourly rate of pay for a Correctional Officer and the average benefit package provided by the department, represented as time and one half for purposes of this Contract.)

II. ADMINISTRATIVE COSTS TO BE REIMBURSED BY THE AGENCY:

Costs include but may not be limited to the following:

Rain coats, staff high visibility safety vest, inmate high visibility safety vest, fire extinguisher, first aid kit, personal protection kit, flex cuffs, warning signs, handcuffs, Igloo coolers, portable toilets, insect repellants, masks, vaccinations, and other administrative expenses.

Number Squads	Total Annual Cost
1	\$ 750.00
TOTAL - To Be Billed By Contract To Agency	\$ 750.00

III. ADDITIONAL AGENCY EXPENSES:

Tools, equipment, materials and supplies not listed in Section II above are to be provided by the Agency.

CELLULAR PHONE WITH SERVICE REQUIRED: YES ☒ NO ☐
ENCLOSED TRAILER REQUIRED: YES ☐ NO ☒

Revised Addendum A
Inmate Work Squad Detail of Costs for Taylor County, BOCC
Interagency Contract Number WS690 AMD#1 Effective October 1, 2012

IV. OPERATING CAPITAL TO BE ADVANCED BY AGENCY:

Hand Held Radio MACOM \$4833.00
Vehicle Mounted Radio MACOM \$5119.00

☒

Per Unit Cost	Number of Units
	1

TOTAL Operating Capital To Be Advanced By Agency

Total Cost	Bill To Agency	Provided By Agency	Already Exists
\$ -	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
\$ -	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
\$ -			

V. TOTAL COSTS TO BE ADVANCED BY AGENCY:

1. Operating Capital - from Section IV.
2. **Grand Total - To Be Advanced By Agency At Contract Signing:**

Total Cost
\$0.00
\$0.00

VI. TOTAL COSTS TO BE BILLED TO AGENCY BY CONTRACT:

1. Correctional Officer Salaries and Position-Related Expenses - from Section I.
2. Other Related Expenses and Security Supplies - from Section II.
3. **Grand Total - To Be Billed To Agency By Contract:**

Total Cost
\$57,254.00
\$750.00
\$58,004.00

VII. TOTAL OF ALL COSTS ASSOCIATED WITH CONTRACT:

(Total of Sections V. and VI.)

\$58,004.00

VIII. OVERTIME COSTS:

If the contracting Agency requests overtime for the work squad which is approved by the Department, the contracting Agency agrees to pay such costs and will be billed separately by the Department for the cost of overtime.

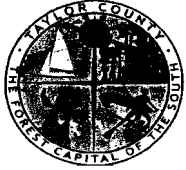
Addendum A - INSTRUCTIONS
Inmate Work Squad Detail of Costs for Taylor County, BOCC
Interagency Contract Number WS690 AMD#1 Effective October 1, 2012

- Section I.** Costs in this section are determined each fiscal year by the Budget and Management Evaluation Bureau and are fixed. By entering the number of Officers required for this contract, the spreadsheet will automatically calculate the "Total Annual Cost" column. If this Work Squad is beyond the first year of existence, enter a zero (0) in the "Total Annual Cost" column for "Training/Criminal Justice Standards" after you have entered the "# Officers Multiplier".
- Section II.** Safety and environmental health procedures require safety measures such as the use of safety signs, vests, and clothing. The Department's procedure for Outside Work Squads requires that all Work Squad Officers be responsible for ensuring their squad is equipped with a first aid kit and a personal protection equipment (PPE) kit. Section II identifies such required equipment. A new squad must be sufficiently equipped and an on-going squad must be re-supplied when needed. Type in the number of squads used for this contract and the spreadsheet will automatically calculate the fixed annual expense of \$750.00 per squad and place the total in Section VI.
- Section III.** Check "Yes" or "No" to indicate whether a Cellular Phone with Service and/or an Enclosed Trailer is required by the Contract Manager.
- Section IV.** The Department's procedure for Outside Work Squads requires that they have at least one (1) primary means of direct communication with the Institution's Control Room. Communication via radio and/or cellular phone is appropriate. It is preferred that a backup, secondary means of communication also be available. It is the Agency's responsibility to provide them. If the Department purchases a radio(s), the Agency must fund the purchase at the time the Contract is signed. Check the box for the type of radio and fill in the Per Unit Cost for the type of radio, Number of Units, and Total Cost columns. Leave the Total Cost column blank if a radio(s) is not being purchased at this time. Check applicable boxes ("Bill to Agency", "Provided by Agency" and "Already Exists") for each radio.
NOTE: All radio communication equipment owned or purchased by the Agency that is programmed to the Department's radio frequency and used by the work squad(s), whether purchased by the Department or the Agency, shall be IMMEDIATELY deprogrammed by the Department at no cost to the Agency upon the end or termination of this Contract.
- Section V.** The total funds the Agency must provide at the time the contract is signed will be displayed here when the form is properly filled out.
- Section VI.** The total funds the Agency will owe contractually, and pay in equal quarterly payments, will be displayed here.
- Section VII.** The total funds associated with the Contract, to be paid by the Agency as indicated in Sections V. and VI., will be displayed here.
- Section VIII.** Any agreement in this area will be billed separately as charges are incurred.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO CONSIDER PAYMENT OF INVOICE IN THE AMOUNT OF \$25,000, FOR EMERGENCY MEDICAL SERVICES (EMS) FOR THE MONTH OF JUNE, 2012, AS REQUESTED BY DOCTORS' MEMORIAL HOSPITAL (DMH).

MEETING DATE REQUESTED:

JULY 2, 2012

Statement of Issue: Doctors' Memorial Hospital has requested payment for EMS service provided to the County for the month of May.

Recommended Action: Approve payment of invoice

Fiscal Impact: \$25,000.00

Budgeted Expense: Yes

Submitted By: Doctors' Memorial Hospital

Contact: General Accounting (850) 584-0800

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

Attachments: Invoice #0125



INVOICE

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

Invoice Number: 0125
Invoice Date: June 15, 2012

Invoice for Emergency Medical Services for Taylor County for June 2012.

Please remit \$25,000.00

Please send payment to:

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

APPROVED FOR PAYMENT

\$ 25,000.00

BY: _____

DATE: 7/2/12

ACCT#: 0240-53401

ACCT NAME: EMS

Thank You!

HOLD HARMLESS AGREEMENT

This Hold Harmless Agreement (hereinafter referred to as the "Agreement") is made and entered into as of the 28 day of June, 2012, by and between KATIE'S KOUNTRY KORNER, INC., 15729 Beach Road, Perry, Florida 32348 and TAYLOR COUNTY, FLORIDA, with an address at 202 East Green Street, Perry, Florida 32347.

WITNESSETH:

WHEREAS, KATIE'S KOUNTRY KORNER, INC., desires to put on a fireworks display on July 2, 2012 and

WHEREAS, KATIE'S KOUNTRY KORNER, INC., has applied for a permit to do so from Taylor County, Florida.

NOW THEREFORE, for and in consideration of the mutual promises made herein, the Parties agree as follows:

SECTION 1. SCOPE OF AGREEMENT

- A. As consideration for the permit, KATIE'S KOUNTRY KORNER, INC., has provided a copy of the Contract for Fireworks Display, a copy is attached hereto and marked Exhibit "A".
- B. In addition to paragraph 11 of said attached Contract, KATIE'S KOUNTRY KORNER, INC., agrees to the following:
 - 1. Katie's Kountry Korner, Inc., agrees to indemnify and hold harmless Taylor County, Florida, from any and all claims, liabilities, obligations, damages, demands, losses, causes of action, costs or expenses including reasonable attorney's fees for injury to or death of any person, and for damage to or destruction of any property resulting from the negligent acts of Katie's Kountry Korner, Inc., or any employee, agent, contractor, or subcontractor, or anyone directly or indirectly employed by or through them, or anyone for whose acts they may be liable.

SECTION 2. TERM

The term of this Agreement shall be the term of the permit for July 2, 2012.

SECTION 3. GOVERNING LAW & VENUE

This Agreement and the rights and obligations of the Parties to this Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue of any litigation shall be exclusively in Taylor County, Florida.

SECTION 4. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the Parties with respect to the subject matter hereof and supersedes any prior or contemporaneous agreement or understanding between the Parties.


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

KATIE'S KOUNTRY KORNER, INC. TAYLOR COUNTY, FLORIDA

BY: 

Printed Name: Katie's Kountry
Korner, Inc.

Mitchell D House JR

BY: 

Printed Name: Patricia Patterson
Title: Chairperson

County Administrator

CONTRACT FOR FIREWORKS DISPLAY

Sponsor(s) : Katie's Kountry Korner, Inc.
15729 Beach Road, Perry, Florida 32348
Sponsor Contact : Mr. Mitchell D. House, Jr.
Sponsor Phone No. : 850-578-2277 Store, 239-253-5523 Cell, 239-695-1076 Fax
Sponsor e-mail : katieskorner@wildblue.net
Date of Display (Event) : July 2nd, 2012 (Monday)
Location : The west side of Beach Road, 300-feet south of Sea Oaks Loop,
Perry, Florida. (Refer to attached map)
Time : Approx. 9:10 p.m.
Duration : Minimum of 10 minutes
Type of Display : Standard Proximity (With musical accompaniment)
Show/Contract Price : [REDACTED]
Security Deposit Fee : [REDACTED]
Local Permit Fee : Paid by Sponsor (If any)
Fire Dept. Water Truck : Paid by Sponsor

We the undersigned, being interested in a fireworks display for the **Katie's Kountry Korner, Inc. Store Promotional Event**, agree to pay a price of [REDACTED] (Price includes product and liability insurance) for the display agreed upon, which will be furnished by Firepower Displays Unlimited, Inc. The principal's of Sky Candy Fireworks, LLC, will work as sub-contractors for Firepower Displays Unlimited, Inc. as lead operators of this display.

The undersigned, intending to be legally bound, agree as follows:

1. The Sponsor agrees to make a \$3,500 deposit payment upon execution of contract and no less than 60 days prior to the Date of Display (Event). The remaining \$4,000 of the Total Contract Price is due by 4:00 p.m., the day of the display.
2. The fireworks display and/or display contract may be cancelled by sponsor at any time and without cause. If the display or display contract is cancelled 45 days or more prior to the Event, there will be an administrative fee charged to the sponsor in the amount of 10% of the Show Price. If the display or display contract is cancelled within 45 days of the Event, there will be a fee charged to the sponsor in the amount of 50% of the Show Price.
3. The sponsor reserves the right to cancel the fireworks display and/or display contract at any time if the sponsor and/or any governmental agency (State, County, local municipality) determines that the fireworks are unsafe due to drought or other hazardous conditions. If these conditions do arise the sponsor will be charged 25% of the display contract and/or the difference of this amount will be deducted from the deposit and refunded back to the sponsor.
4. In the event of inclement weather or postponement, there will be a 15% charge plus any renewals of permits and insurance, if applicable, applied for resetting the display on a different date. The sponsor may postpone the display at his/her discretion, provided that the display is postponed to a date no longer than seven days after the first scheduled date and on a date that does not conflict with any other display contracted by Firepower Displays Unlimited, Inc. or unless other arrangements have been made between the sponsor and Firepower Displays Unlimited, Inc. The postponed display must take place at the original display site. If no rain date or postponement date is set within a period of up to 12 months from the "Date of the Display (Event)" listed above, it would be deemed a cancellation of the display and the entire deposit will be forfeited.

EXHIBIT A

CONTRACT FOR FIREWORKS DISPLAY

5. **Rain or Postponement Date** - Firepower Displays Unlimited, Inc. reserves the right to terminate the display at any time in the event of inclement weather. No re-schedule date was requested by the sponsor if the delivery and/or exhibition of the fireworks are postponed by reason of inclement weather. If the display cannot be executed due to inclement weather, a re-schedule date will be offered to the sponsor under the terms of Item 4 of this contract.
6. If winds exceed 15 miles per hour, the fireworks display may be postponed at the discretion of Firepower Displays Unlimited, Inc. and/or the operators (the principal's of Sky Candy Fireworks, LLC).
7. Firepower Displays Unlimited, Inc. reserves the right to terminate the display at any time in the event that person(s), vehicles or animals enter the secured safety zone and security is unable or unwilling to remove them and enforce the safety regulations or other conditions (wind or rain) that would pose a safety hazard to any person(s) or property, with out any penalty whatsoever directed towards Firepower Displays Unlimited, Inc.
8. If show is canceled, sponsor is responsible for any permit, fire watch or barge/tug fees, if applicable. Additionally, sponsor will be responsible for load in / load out expenses not to exceed 50% of budget.
9. If the Event is on land, sponsor will furnish police and/or crowd security personnel, provide proper parking supervision, and insure adequate patrol of the safety zone as marked and secured by the sponsor until Firepower Displays Unlimited, Inc. advises that it is no longer necessary.
10. A fireworks display may produce debris as displays take place in the dark. Firepower Displays Unlimited, Inc. will not be responsible for clean-up or debris removal of land based shows other than company equipment, supplies and packing materials. Please make arrangements for the clean up of your display site area and venue after the display is finished and the fireworks staff have deemed the area safe for the cleaning personnel to enter.
11. Firepower Displays Unlimited, Inc. will furnish all applicable licenses, permits, \$1,000,000 liability insurance (per occurrence and \$3,000,000 general aggregate) and pyrotechnicians for the electronically fired display. Workman's Compensation and Employee Liability will be provided at \$100,000 each accident. Sponsor and any other applicable entity will be listed as additional insured under the certificate of insurance.
12. In accordance with local regulations and ordinances, fireworks displays shall not take place later than 10:30pm unless approval is obtained from the local governing authority. The restrictions shall not be applicable with regards to holidays such as December 31, January 1, or other national holidays. If for some reason, shoot time does not occur before the allotted time and shoot is cancelled due to local authority or expiration of permit, Sponsor is liable for full payment of display.
13. Hold harmless Firepower Displays Unlimited, Inc. and/or Sky Candy Fireworks, LLC, from any claims that do not directly relate to damages produced by its staff, equipment or pyrotechnic material and/or arising out of this agreement.
14. In the event Sponsor shall fail to pay any sum when due under the terms of this contract, Sponsor shall pay, in addition to such amount, interest at the rate of 1-1/2% per month on the unpaid amount from the original due date. Sponsor does further agree that it shall pay Firepower Displays Unlimited, Inc. reasonable attorney fees and court costs in the event Firepower Displays Unlimited, Inc. shall commence suit or incur fees to compel Sponsor to pay any sums due hereunder or otherwise as a result of Sponsor's default of any of the terms and provisions herein contained.

CONTRACT FOR FIREWORKS DISPLAY

15. **IMPORTANT NOTE:** Items listed in this proposal assume a firing area that conforms to NFPA Code 1123-2010 (Table 5.1.3.1), which states the minimum separation distances from Mortars to Spectators to be at least 70 feet per inch of shell diameter. This program requires a safety zone which follows the standards shown on the following chart. Adjustments will be made to the content of this program if necessary to conform to NFPA 1123-2010.

Product to be use in fireworks show (Yes or No)	Mortar Shell Size - Diameter Size (Inches)	NFPA Minimum Safety Zone 70-feet per inch of Shell Diameter (Radius Feet from product)	Provided Safety Zone per inch of Shell Diameter (Radius Feet from product)
Yes	1.75	123	165
Yes	2.00	140	165
No	2.50	175	250
No	3.00	210	300
No	4.00	280	400
No	5.00	350	500
No	6.00	420	600

16. **SPONSOR'S AGENT:** Mitchell House shall be designated as sponsor's agent to whom all questions and inquiries shall relay all questions and inquiries. Sponsor's agent shall be the only agent of sponsor authorized to request rescheduling of the delivery and exhibition of the fireworks on the part of the sponsor.

Firepower Displays Unlimited, Inc., upon acceptance of this contract in writing, agrees to fulfill the contract in a workmanlike and professional manner. The principals of Sky Candy Fireworks, LLC, will work under the employment of Firepower Displays Unlimited, Inc. as operators of this display.

Accepted this 6 day of April, 2012

On behalf of the Katie's Kountry Korner, Inc.

(Signature): [Signature]

(Print Name): Mitchell House

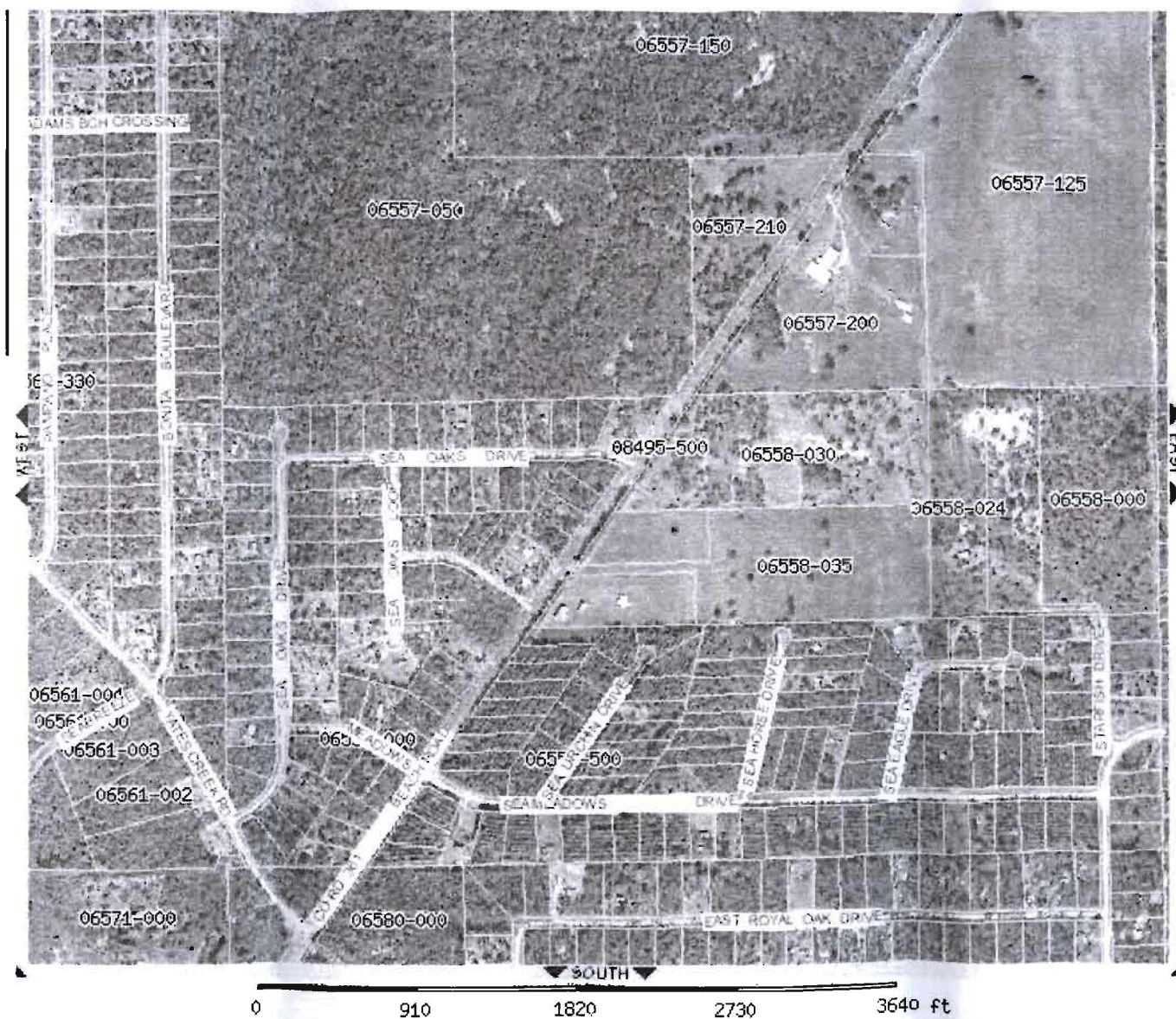
(Signature Date): 4-6-12

And on behalf of Firepower Displays Unlimited, Inc.

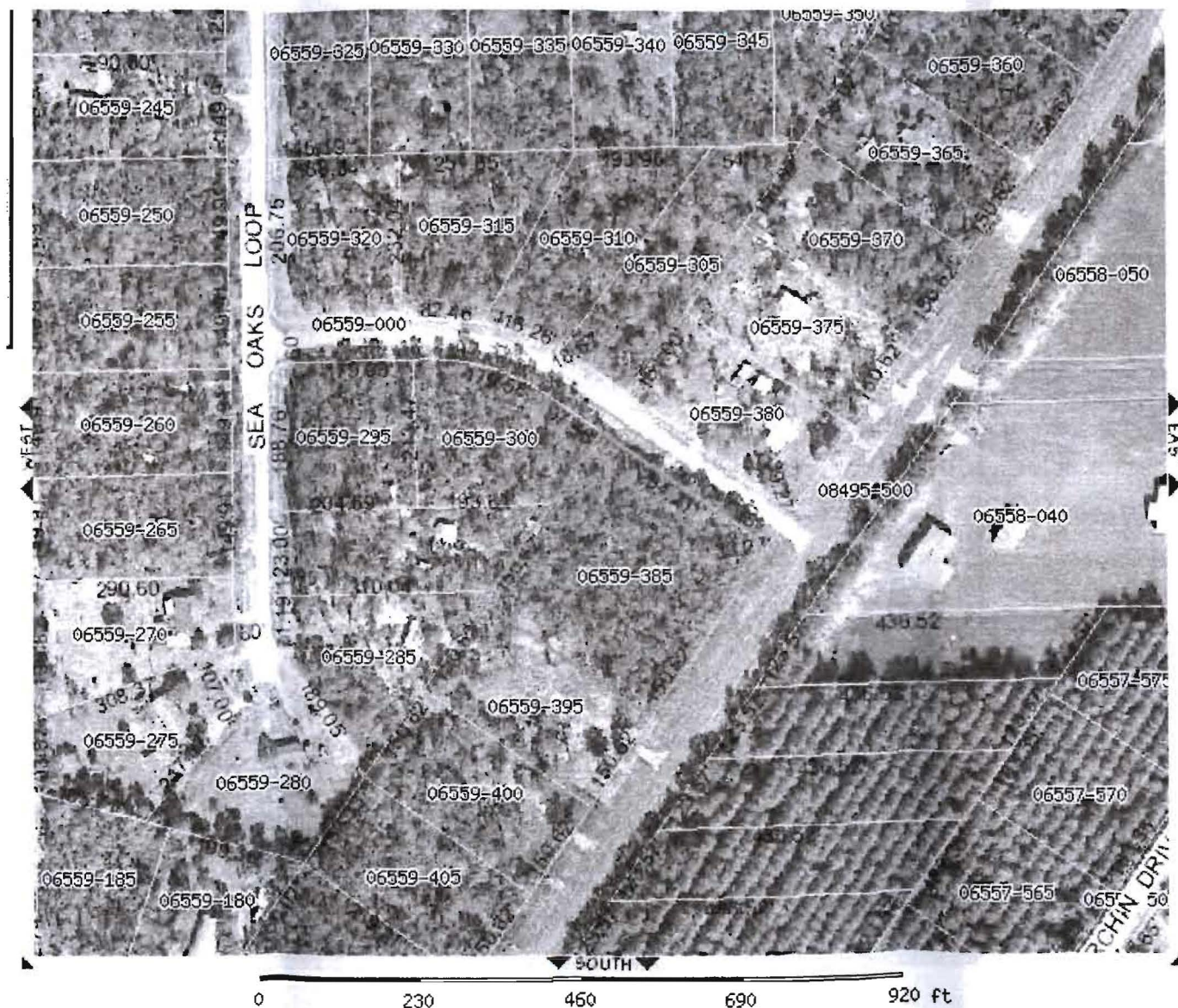
(Signature): [Signature]

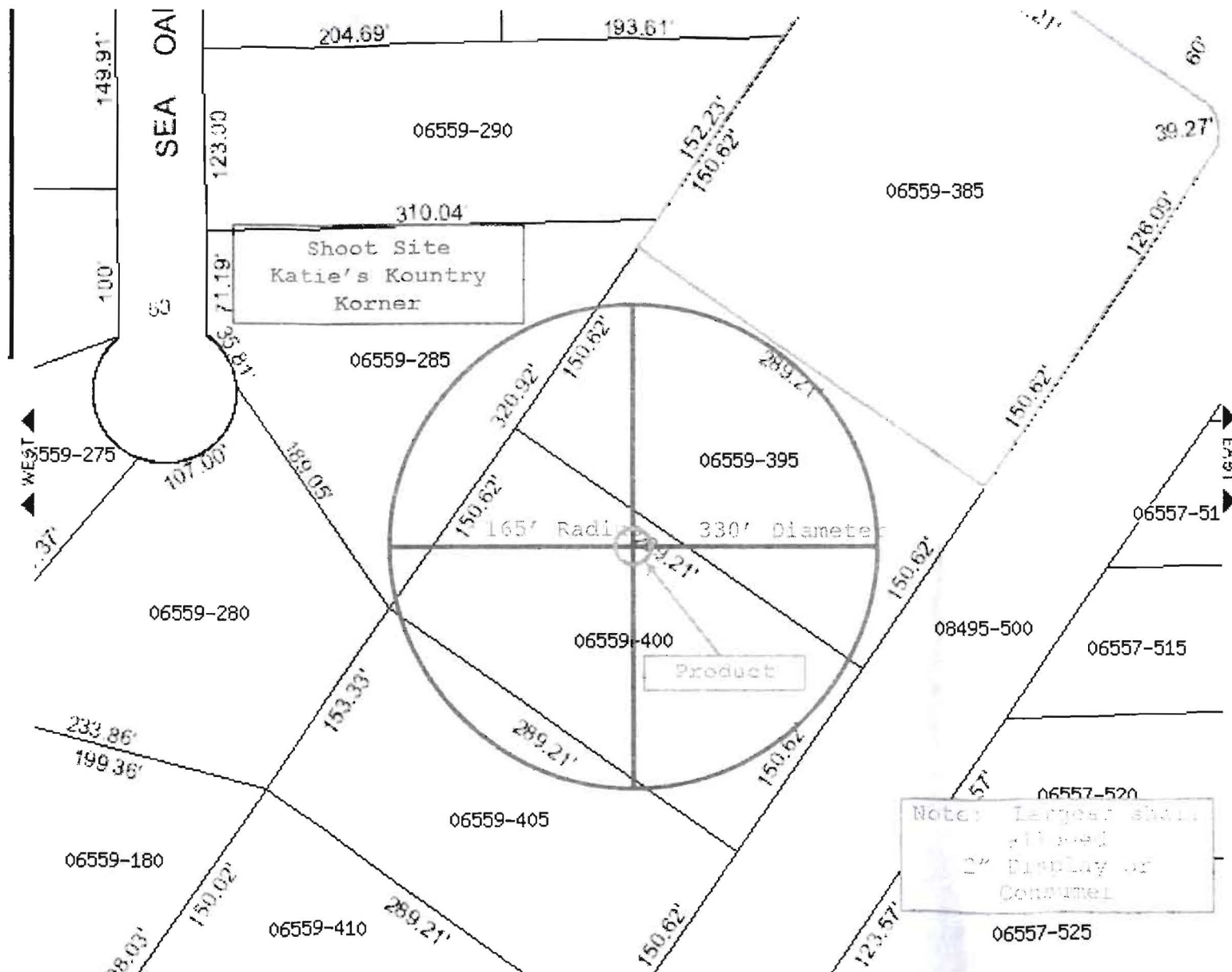
(Print Name): Gary Ayins, President & Owner

(Signature Date): _____











TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to hold second of two public hearings to discuss and receive public input for the possible grant submission for the upcoming funding cycle of the 2012 Community Development Block Grant (CDBG) Program.

MEETING DATE REQUESTED:

July 2, 2012

Statement of Issue: Board to hold second of two public hearings to discuss and receive public input for the upcoming CDBG funding cycle. The first public hearing was held June 4, 2012 and the Board approved moving forward with submission of grant application requesting funding in the amount of \$750,000 for housing rehabilitation assistance for low to moderate income residents of Taylor County.

Recommended Action: Approval to submit grant application for the 2012 CDBG funding cycle requesting funding in the amount of \$750,000 to be used for housing rehabilitation assistance.

Fiscal Impact: Requesting funding assistance in the amount of \$750,000. The County will be providing a match of \$75,000 which has been set aside with SHIP housing funds. These are state funds and can be used for a match for CDBG funds which are federal funds. No additional match will be required from the County.

Budgeted Expense: Y/N

Submitted By:

Contact:

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The County is currently closing out the 2011 grant in the amount of \$750,000 received through the CDBG housing rehabilitation program. Thirteen (13) projects were completed with ten(10) of the projects being demolitions and new constructions. Twenty two (22) projects using SHIP and/or CDBG funds have been completed this past year. The State did not fund the SHIP Program for FY 2012-2013. The County is eligible to submit grant application requesting funding assistance for the housing

rehabilitation, neighbor revitalization, commercial revitalization, and/or economic development and job creation programs. Submitting grant application requesting funding assistance through the housing rehabilitation program will have no negative impact on the County being eligible to submit application for economic development and job creation programs.

Attachments: Not applicable

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



The board to consider approval of a Certificate of Public Convenience and Necessity for Med-Trans Corporation for the operation of an air ambulance service in Taylor County, as requested by Doctors' Memorial Hospital.

MEETING DATE REQUESTED:
7/02/2012

Statement of Issue:

Recommended Action: Approval

Fiscal Impact: None

Budgeted Expense: None Required

Submitted By: Marty Tompkins

Contact: Marty Tompkins

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: This will provide an additional resource of air medical coverage to the County without any financial outlay from the County or from DMH.

Options:

Attachments: COPCN document (2) copies

**EMERGENCY AIR TRANSPORT SERVICES
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY**

WHEREAS, MED-TRANS CORPORATION, a licensed rotor-wing Advanced Life Support provider in the State of Florida, provides air ambulance services to the citizens and visitors of Taylor County for emergency and critical patients; and

Whereas, MED-TRANS CORPORATION indicated that it desires not to conflict with the current level of out-of-hospital emergency care being provided by Taylor County and Doctors' Memorial EMS but to augment Taylor County and Doctors' Memorial EMS

Whereas, this COPCN in no way implies any other type transport service or services except as stated. Any new or additional types of transport service or services will require a separate COPCN; and

Whereas, the above air ambulance provider has indicated that it will comply with all applicable requirements of Chapter 401, Florida Statutes, and 64E-2, Florida Administrative code.

Therefore, the Board of County Commissioners, Taylor County, Florida hereby issues a Certificate of Public Convenience and Necessity to MED-TRANS CORPORATION, for air transport only.

Executed this _____ day of _____, 2012

This certificate is valid until suspended or revoked.

ATTEST:

Honorable Annie Mae Murphy
Clerk of Court

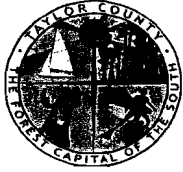
Honorable Pat Patterson, Chairman
Taylor County Board of Commissioners

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

RICHARD HUTH, DOCTORS' MEMORIAL HOSPITAL CEO, TO
PRESENT HOSPITAL FINANCIALS TO THE BOARD.



MEETING DATE REQUESTED:

7/2/12

Statement of Issue:

Recommended Action: N/A

Fiscal Impact: N/A

Budgeted Expense: N/A

Submitted By: Richard Huth

Contact: 838-3500

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

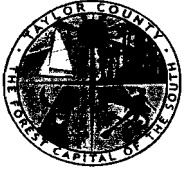
Options:

Attachments:

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE: Courthouse ATM Machine



MEETING DATE REQUESTED: July 2, 2012

Statement of Issue: ATM Machine

Recommended Action: Placement of an ATM machine in the Courthouse 1st floor lobby

Fiscal Impact: None

Budgeted Expense: N/A

Submitted By: Jack Tedder, Tax Collector

Contact: Jack Tedder, Tax Collector

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The tax collector's office is not allowed to accept Visa debit or credit cards in their office for any service except property tax payments. The office has to turn away customers daily who only have the Visa cards as form of payment. They have to advise them as to where the local banks are located to go get cash and come back to the office to proceed with transactions. By placing an ATM in the Courthouse lobby the tax collector's office would be able to provide a better service to their customers as well as the other offices in the Courthouse. There would be no profit to any of the offices for providing the ATM machine. It would also provide a cheaper means of payment for customers to use the ATM rather than the other credit cards that are accepted that have high convenience fees that they charge the customer for use of their cards for payment. The tax collector's office has met with a representative from Indian River Merchant Services regarding placement of the ATM machine and any necessary requirements for placement.

Options:

Attachments:

Indian River Merchant Services LLC

ATM PLACEMENT AGREEMENT

This ATM PLACEMENT AGREEMENT, is made and entered into and effective on this 12 day of May, 2012, by and between Indian River Merchant Services, LLC, a Florida limited liability company ("IRMS"), located at 22101 US Highway 19 North, Clearwater, FL 33765, and , Taylor County Tax Collector, located at 108 North Jefferson St Suite 101, Perry, FL 32347, and this Agreement describes the terms and conditions under which IRMS shall place and operate a cash dispensing machine that also processes a debit check card, or credit card transaction on automated teller machine networks (the "ATM"), as specified in Exhibit "A," at Merchant's Locations.

1. NOW, THEREFORE, for and in consideration of the following mutual promises, covenants and obligations, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, parties agree as follows: **Term and Termination.** This Agreement shall commence on the date of installation and shall continue for a period of (36) calendar months thereafter. For purposes of this paragraph, installation is limited to the delivery by IRMS of the ATM to Merchant's Locations and, provided there is electricity and an otherwise appropriate place for operation, IRMS shall render each ATM operable as intended. This Agreement shall automatically renew for up to five (5) additional one-year terms, unless either party gives the other written notice of its intent not to renew within sixty (60) days prior to the expiration date of the original period or any renewal thereof. Termination, at IRMS's discretion, and in addition to any other basis for such, may occur when the total surchargeable monthly transactions at any location, has fallen below 100 transactions in a consecutive six month period.

In the event IRMS's service is not reasonably satisfactory, Merchant shall give written notice to IRMS of service deficiencies and problems and allow IRMS thirty (30) days from receipt of notice to correct such deficiencies. If IRMS does not reasonably cure the deficiencies after those thirty (30) days, then and only then can Merchant terminate this Agreement by delivering another thirty (30) days' written notice of termination to IRMS as outlined in Paragraph 20.

Notwithstanding any other provision herein, IRMS may terminate this Agreement for any reason whatsoever following delivery of written notice to Merchant sixty (60) days prior to such termination date

*IRMS will grant said location a 90 day trial period upon installation.

2. **Installation and Training.** IRMS shall deliver the ATM and initial supplies to Merchant's Location, install the ATM, and Merchant shall provide subsequent training to any additional employees, if required.

3. **Merchant Duties and Acknowledgments:**

Merchant does agree to operate the ATM(s) and make it available for use by its customers at Merchant's Locations during all such times that Merchant shall be open for business.

Merchant shall not permit the operation of any other point of sale device that may or does compete with or otherwise interfere with the ATM's for the Term of this Agreement and any renewals thereof.

Merchant shall comply with all governmental and other regulatory authorities and the laws governing this Agreement.

Other than that permitted in paragraph 5, Merchant shall not otherwise tamper with ATM(s) and shall not permit anyone, other than an authorized representative of IRMS or the ATM manufacturer to perform any service or repair work on the ATM without IRMS's prior written approval.

Merchant shall provide a readily visible site at Merchant's Locations that allows Merchant's customers convenient access to use the ATM(s). *IRMS will provide a wireless phone connection.

Merchant shall provide reasonable care and protection of the ATM from damage, vandalism and exposure to the elements, reasonable wear and tear excepted, and shall keep the ATM in good condition and appearance.

Merchant shall not relocate or otherwise remove the ATM(s) from Merchant's Locations without the prior written approval of IRMS.

In the event Merchant is authorized to relocate or in the event Merchant is to reinstall the/a ATM at its original location, Merchant shall be responsible for any cost associated with the removal and/or reinstallation.

In the event Merchant terminates this agreement other than for cause, Merchant agrees to compensate IRMS for its reasonable shipping, set-up, training costs and any commissions incurred by IRMS in providing the ATM to Merchant, and Merchant hereby authorizes IRMS to effectuate any ACH transactions to recover such charges.

Merchant shall return the ATM(s) to IRMS upon such time as is required under the terms of this Agreement and Merchant acknowledges and authorizes IRMS to peaceably remove such from Merchant's Locations without first obtaining any writs or court orders permitting such removal.

4. **Processing Services.** During the Term of this Agreement, IRMS shall provide, and Merchant shall exclusively use those ATM processing services so provided. IRMS shall have the sole discretion to select any sponsor bank, or other third-party provider that is involved in the processing services provided hereunder.

5. **Compensation to Merchant.** A cardholder using the ATM will be charged one dollars fifty cent 1.50 (\$) per transaction ("Surcharge"). Merchant shall be compensated through ACH transfers or IRMS check at the rate of 0.0 (\$) per surcharged transaction collected ("Merchant Split"), with such compensation paid to Merchant, not later than the twentieth (20th) day of the calendar month following the month in which the Surcharge is collected. Merchant agrees to execute a valid ACH Authorization to facilitate these transfers, or the IRMS will remit by check on a monthly basis, no later than the tenth (10th) day of the following month, as elected by Merchant in writing. The check will be made payable to Merchant and be forwarded to the address listed in the introductory paragraph of this Agreement. The IRMS will also provide with payment, a report of all transactions processed. In addition, Merchant elects the Statement Option as indicated in Exhibit "C".

6. **Maintenance.** The ATM equipment shall be maintained by IRMS in a Turnkey Placement fashion. IRMS shall be responsible for all routine maintenance, including providing and loading each ATM with vault cash, paper replacement, ribbon replacement, and correction of paper or ribbon jams. Merchant shall keep each ATM free from dust, water and other harmful elements and shall maintain each ATM and its surrounding area free from obstructions. Any maintenance that is a consequence of Merchant's negligence or intentional misconduct shall be at Merchant's expense.
7. IRMS will self insure equipment..
8. **Cessation of Business:** In the event, for any reason, the demised premises are closed for a period in excess of twenty (20) consecutive days, or a total of twenty (20) days during any ninety (90) day period, exclusive of legal holidays, or the ingress or egress are substantially blocked for a similar period, then this Agreement shall terminate.
9. **Limitation of Liability.** IRMS sole and exclusive liability for any breach of this Agreement is to cure the breach in a timely manner after notice of the breach. IRMS, its sponsor banks and other third-party providers, the officers, shareholders, directors, agents, and employees of each shall have no liability for any accounting of funds or transactions processed through Merchant's ATM. Merchant shall seek recourse with respect to any accounting disputes with its financial institution and the network processor.
10. **Remedies Upon Default by Merchant:**

In addition to any other remedies permitted by applicable law, upon Merchant's default, IRMS may terminate this Agreement and shall be entitled to one or more of the following remedies:

 - a. Immediate return of each ATM in the possession of Merchant.
 - b. Cessation or suspension of payment to Merchant of any Merchant Split and set off the same against any amounts due IRMS from Merchant.
 - c. Employ legal process for the recovery of each ATM and for damages as a consequence of Merchant's breach.
 - d. Equitable relief, including temporary restraining orders and temporary and permanent injunctions, without requiring the posting of a bond by IRMS.
 - e. Attorneys' fees and costs related to any of the foregoing.
11. **Liens.** Merchant shall not allow any liens, charges or encumbrances of any kind to be asserted against the ATM, and shall satisfy, or transfer to bond, any such liens, charges or encumbrances within ten (10) days of Merchant's first notice of them. Merchant hereby waives all claims or liens which Merchant might otherwise seek to impose on the ATM, including, but not limited to, statutory landlord liens. Upon IRMS's request, Merchant shall execute a mortgagee or landlord subordination agreement as the context requires.
12. **Disclaimer of Implied Warranties.**

EACH PARTY ACKNOWLEDGES THAT, EXCEPT AS SET FORTH IN THIS AGREEMENT, NO REPRESENTATIONS OR WARRANTIES, WRITTEN OR ORAL, HAVE BEEN MADE IN CONNECTION WITH THIS AGREEMENT AS AN INDUCEMENT TO ENTER INTO THIS AGREEMENT

IRMS MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE CONDITION OF THE ATM, ITS MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, EXCEPT AS SPECIFICALLY STATED IN THIS AGREEMENT. IRMS SHALL IN NO EVENT BE RESPONSIBLE FOR ANY LOST PROFITS DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES THAT MERCHANT MAY INCUR. IRMS'S SOLE LIABILITY TO MERCHANT, EXCEPT AS OTHERWISE STATED IN THIS AGREEMENT, SHALL BE TO CURE ANY BREACH OF THIS AGREEMENT IN A TIMELY MANNER.

13. **Force Majeure:** IRMS, its officers, employees, professionals, agents and subcontractors, shall not be liable to Merchant for any loss or damage arising from failure to perform the duties required under this Agreement if such failure is due to causes that are beyond their control, including, without limitation, strikes, riots, earthquakes, epidemics, war, terrorism, fire, power failure, machine breakdown, computer-associated equipment outage, or any other catastrophe rendering any data processing center or network used wholly or partially inoperable (hereinafter referred to as "Acts of God"). In no way is an Act of God grounds for Merchant to avoid termination as provided for in paragraph 8 hereof.
14. **Assignment** This Agreement shall not be assignable by Merchant without the written consent of IRMS in its sole discretion. Any attempted assignment by Merchant shall be null and void. Merchant agrees that the rights and obligations of IRMS hereunder may be transferred by IRMS without notice to Merchant.
15. **Severability, Waiver, Faxed Signatures, Notice.** If any term or provision of this Agreement is determined by a court of competent jurisdiction to be unlawful or unenforceable, such term shall be severed from this Agreement and the enforceability of the remaining terms of this Agreement shall not be affected thereby. The failure of either party to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, which shall continue and remain in full force and effect as if no such forbearance or waiver had occurred. Both parties agree that faxed signatures will be legally binding. Any written notice or delivery required under this Agreement shall be deemed to have been properly made upon delivery in person to either party, or five (5) days after being sent by first class mail, postage prepaid, return receipt requested, to the addresses set forth in this Agreement, except as the addresses may be changed by said notice.

16. **Scope of Relationship.** The parties are entering into this Agreement as independent contractors, expressly intending that this Agreement shall not be construed or interpreted as creating a partnership, franchise or joint venture. Neither party shall represent the relationship between them as other than that of independent contractors.
17. **Successors bound:** This Agreement shall be binding upon and inure to the benefit of the heirs, assigns, administrators, executors, and successors of both the parties hereto
18. **Controlling Law, Attorney's Fees and Costs.** This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of Florida, excluding its conflicts of laws provisions and any action or proceeding to enforce the terms hereof shall be brought in Pinellas County, Florida.
19. **Titles and Headings.** Titles and headings to articles, sections, or paragraphs in this Agreement are inserted for convenience of reference only and are not intended to affect the interpretation or construction of this Agreement.
20. **Notices.** All notices or other communications under this Agreement shall be in writing and sent by Registered or Certified Mail, return receipt requested, to the addresses of the IRMS and Merchant described in the introductory paragraph. Neither IRMS nor Merchant shall never be deemed in default under this Agreement until ten (10) days after written notice of any alleged violation or until after the reasonable time, due to conditions beyond the respective Party's control, for that Party to cure said alleged violation, whichever is later. Merchant agrees to execute all forms and other documentation and take all actions necessary to facilitate the installation and operation of the Equipment pursuant to this Agreement.
21. **Entire Agreement.** This Agreement, together with any attached exhibits and any related documents expressly referred to in this Agreement or its exhibits, constitute the entire agreement between the parties with respect to the subject matter of this Agreement and supersede all communications, understandings and representations of any kind preceding the date of this Agreement.
22. **Legal Capacity of Merchant.** Merchant represents and warrants that it has full right, power, legal capacity and authority to enter into and perform its obligations under this Agreement, and that its entering into this Agreement does not violate any agreement, contract, understanding, rule, order, or judgment to which it may be subject. The person executing this Agreement on behalf of Merchant personally represents and warrants that he or she has full authority to bind Merchant to its terms.
23. **Modification:** This agreement may only be modified by the parties hereto at the time of modification and must be in writing.

IN WITNESS WHEREOF, the undersigned duly authorized representatives of the parties have executed this Agreement as of this day and year last stated below.

Merchant:	IRMS:
_____	Indian River Merchant Services
Merchant Legal Name	IRMS Business Legal Name
By: _____	By: _____
Authorized Representative (Signature)	Authorized Representative (Signature)
_____	Richard Ashley
Print Name	Print Name
Owner	Sales
Title	Title
_____	_____
Date	Date
_____	_____
Merchant FEIN	IRMS FEIN

EXHIBIT A
EQUIPMENT
("ATM")

MANUFACTURER: _____

MODEL: _____

SERIAL NUMBER: _____

EXHIBIT B
EQUIPMENT LOCATION*
("Location")

Business Legal Name:

DBA: _____ FEIN: _____

Business Address:

City: State: ZIP:

Business Phone: Business FAX: _____

Contact Name : Cell Phone:

E-mail: _____

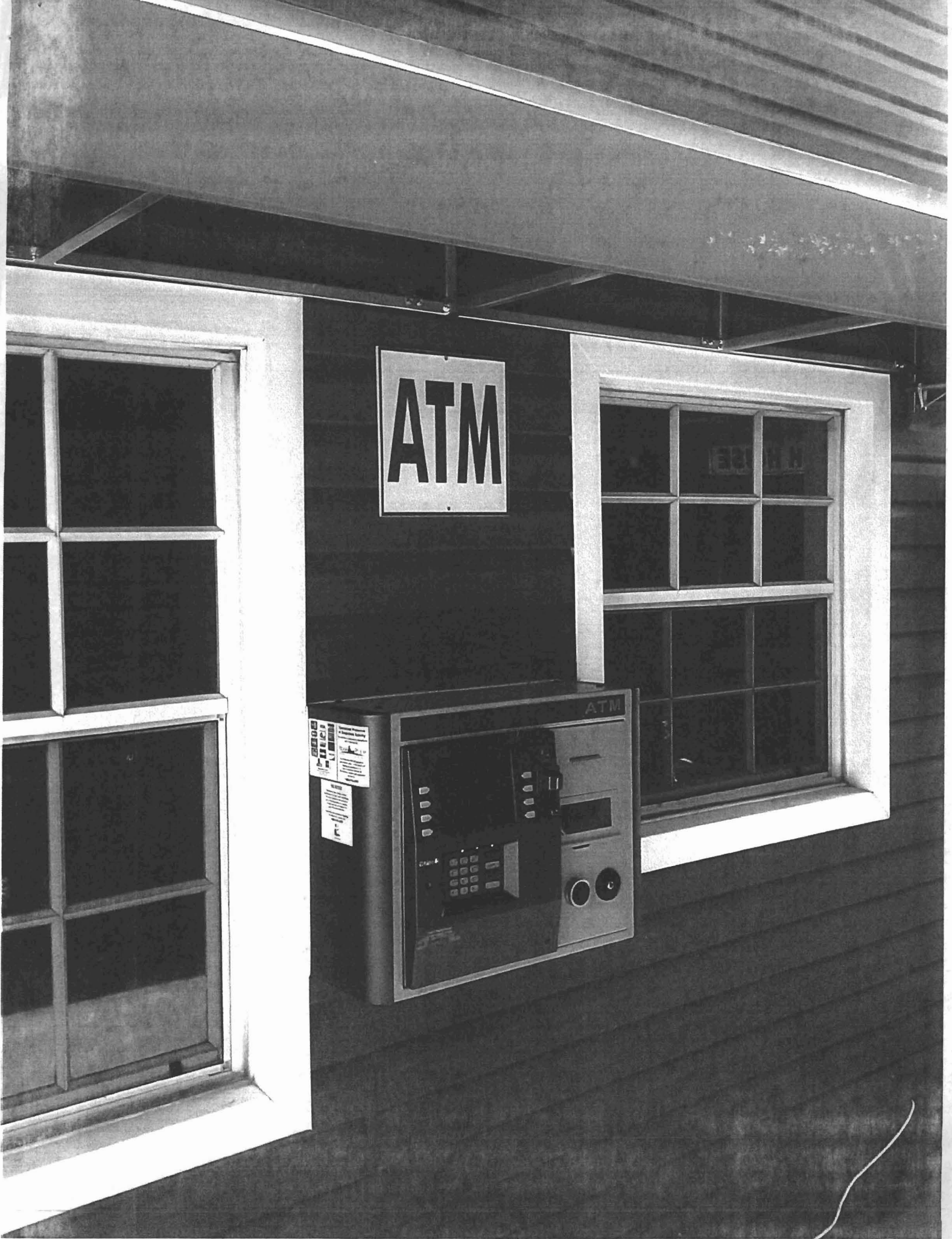
EXHIBIT C
STATEMENT OPTION AND WIRELESS CARRIER FEE

OPTION 1:		Wireless Carrier Service.	Monthly Fee: \$0.00
OPTION 2:	[X]	Monthly Statement via USPS. Merchant is mailed a monthly ATM transaction summary showing the number and total amounts of ATM transactions for the previous month. The statement is mailed between the 10 th and 15 th of each month., or	Monthly Fee: \$0.00
OPTION 3:	[]	Monthly Statement via Fax. Merchant is faxed a monthly ATM transaction summary showing the number and total amounts of ATM transactions for the previous month. This statement is sent between the 10 th and 15 th of each month. Merchant must have a fax.	Fee: \$0.00
OPTION 4:	[]	No Transaction Information.	

* Must be specific as to street address, suite number







(11)

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Board to review and approve grant application to the Florida Boating Improvement Program (FBIP) for the 2012/2013 funding cycle. The application is requesting funding assistance in the amount of \$175,000 for the construction of additional parking facilities for Keaton Beach Boat Ramp at the adjacent Keaton Beach Coastal Park.

MEETING DATE REQUESTED:

July 2, 2012

Statement of Issue: Board to review and approve grant application for the 2012/2013 funding cycle to FBIP requesting additional funds for the construction of parking facilities at Keaton Beach Coastal Park. Funding in the amount of \$100,000 was awarded to the County FY 2011/2012 from FBIP but additional funding was needed. An extension was requested and granted from FBIP on the existing contract to enable the County to seek additional funding. The contract was extended until June 30, 2013.

Recommended Action: Approve Grant Application for 2012/2013.

Fiscal Impact: The County is requesting funding assistance in the amount of \$175,000 and a match of \$75,000 will be required. District 3 (Commissioner Houck) paving funds will be used for the match as approved by the Board at the February 6, 2012 public hearing.

Budgeted Expense: Funds for the 2011/2012 grant and subsequent grant contract have been budgeted since FY 2010-2011. The additional grant match for the new grant application was approved at the February 6, 2012 public hearing and Board meeting.

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Two public hearings were held to discuss and receive public input for the 2012/2013 funding cycle of the Florida Boating Improvement Program. The public hearings were held January 17 and February 6, 2012. At the February 6, public hearing, the Board approved moving forward with

submitting application requesting additional funds for the construction of parking facilities for Keaton Beach Boat Ramp at the adjacent Keaton Beach Coastal Park. The County had been out for bids three (3) times for the project and the lowest bid received was \$450,000. The County currently has funding available in the amount of \$250,000.00. The County requested and received an extension to the 2011-2012 FBIP grant until June 2013 in an effort to obtain additional funding for the project. The parking facilities have been designed to meet coastal friendly, low impact development standards using permeable pavers. The facility will have a minimum of 52 parking spaces with two spaces being reserved for handicap accessibility. The project's complete scope of work also includes sidewalks, fencing, and a boater safety kiosk. The design and engineering for the project is complete as well as the permitting.

Keaton Beach Coastal Park was acquired in December 2008 with funding assistance provided from the Florida Communities Trust- Florida Forever program. FBIP provided funding assistance in 2010/2011 for the design and engineering of parking facilities at the site and awarded the County a second grant in 2011/2012 in the amount of \$100,000 for the actual construction. The County completed construction of a picnic pavilion and habitat education kiosk adjacent to the proposed parking facility in June 2012 with a grant provided by the Coastal Partnership Initiative Program.

Attachments: Grant application and support documents.



Florida Boating Improvement Program Grant Application for Boating Access Facilities

FOR OFFICE USE ONLY

Grant Application Number :

Date Received:

Fill in all sections that apply – Leave all other sections blank

I – APPLICANT INFORMATION

a. Applicant: Taylor County Board of Commissioners

b. Federal Employer Id. No.: 59-6000879

c. Project Manager Name: Melody Cox

Project Manager Title: Grants Director

d. Mailing Address: 201 E Green St

City: Perry

Zip Code: 32347

e. Shipping Address: 201 E Green St

City: Perry

Zip Code: 32347

f. Telephone: 850-838-3553

Fax: 850-838-3563

Email: melody.cox@taylorcountygov.com

g. District Numbers:

U.S. Congressional: 2

State Senate: 3

State House: 7

II – PROJECT SUMMARY

a. Project Title: Keaton Beach Boat Ramp Parking Facility Phase III

b. Type of Application: ☐ New (never considered before) ☐ Reconsideration ☒ Phased Continuation–Phase No.: 3

c. Project Category:	TIER-I	TIER-II
	<input checked="" type="checkbox"/> A – Public Launching Facilities	<input type="checkbox"/> A – Boat Ramps, Piers, and Docks <input type="checkbox"/> B – Public Launching Facilities

d. Project Cost: Total Cost: \$ 254,640

Amount Requested: \$ 175,000

e. Project Summary:

Taylor County acquired Keaton Beach Coastal Park site in December 2008 with funding assistance provided by Florida Communities Trust – Florida Forever Program. The County's primary reason for acquiring the site was to provide additional parking facilities for the adjacent, heavily used Keaton Beach Boat Ramp. Keaton Beach Boat Ramp parking overflow currently creates unsafe and hazardous driving conditions as boaters are parking in any available space that can be found along County Road 361 and the Keaton Beach residential areas. The boat ramp is busy year round however, during the scalloping season traffic is frequently backed up for miles on County Road 361 with boaters accessing the boat ramp. According to the Planning for Waterway Access in Taylor County study completed in June 2011 by the University of Florida and Florida Sea Grant, parking facility capacity at Keaton Beach is 39% over capacity in the non summer months and 245% over capacity in the summer months. Keaton Beach Boat Ramp was constructed in the late 1990's with funding assistance provided by the Florida Boating Improvement Program (FBIP) and the Florida Recreational Development Assistance Program (FRDAP). FBIP provided additional funding assistance in 2002 – 2003 for paving of parking facilities and the construction of sidewalks at the boat ramp. The County was awarded an FBIP grant in 2009 for the design and engineering of the proposed additional parking facilities at Keaton Beach Coastal Park. The designing, engineering, and permitting is complete. As per the goals outlined in the site management plan, the parking facilities have been designed to meet low impact development standards using permeable pavers. The County was awarded a FBIP grant in the amount of \$100,000 during the 2010-11 funding cycle. The County provided a match of \$164,772.73 for a total project cost of \$264,772.73. The County has went out for bids on the project three (3) times and the minimum bid was \$450,000. The County requested and received an extension for the 2010-2011 grant funds in an effort to obtain additional funding for the parking facility construction. The parking facility will provide a minimum of 52 parking spaces for boaters with two reserved for handicap accessibility. The complete scope of work also includes sidewalks, fencing, and a boater safety and education kiosk. In May 2012, with funding assistance provided by a Coastal Partnership Initiative Grant, the County constructed a picnic pavilion, and a coastal habitat and stewardship education kiosk adjacent to the proposed parking facilities. Keaton Beach Boat Ramp has been a very successful, multi-agency partnership, providing access to the Gulf for not only Floridians but also the many visitors and tourists.

IV – PROJECT DESCRIPTION

a. List Primary Need for Project:

☒ Safety

☐ Age-end of Useful Life

☒ Environmental Needs of the Area

☐ Other: _____

☐ High Demand by Users

☐ Recommended by FWC Staff

☐ Lack of In-house Capability

b. Need Statement:

TO BE COMPLETED

c. Approach (Scope of Work): Describe the project's scope of work by providing a list of tasks and deliverables:

TO BE COMPLETED

d. Project Benefits:

Keaton Beach Boat Ramp is heavily used and currently does not have sufficient parking facilities creating hazardous conditions at the boat ramp, and the Keaton Beach residential area, County Road 361 frequently has traffic backed up for several miles accessing the boat ramp. Trucks and boat trailers are currently parking along road ways and on right of ways, often where there is sensitive habitats. Keaton Beach is heavily used by not only local citizens but the many tourists and visitors who come to the area to enjoy our coastal waters renowned for recreational fishing and scalloping. A research project conducted by Florida Sea Grant indicated 38% of the boat ramp users are from out of state. Keaton Beach Boat Ramp is a key tourist and visitor destination for the County and critical to the local economy. The entire region lacks for public access to the Gulf and increased parking facilities at Keaton Beach will assist in meeting the high demand for access to the coastline. The boater safety and education kiosk will provide the many visitors to the area information on boater safety and fishing and boating regulations. The kiosk will also be available to notice public information to boaters on emergency situations related to the Gulf and the coastline. A sidewalk will be constructed to ensure a safe route of travel from the parking area to the boat ramp in this high traffic area for pedestrians. This project provides for a safer boating and recreational experience thus promoting tourism and economic development in the area. The parking facility will be constructed in a coastal friendly manner using permeable pavers providing protective measures for the habitat and the natural hydrology of the site.

Additional information and statistics to be added from the Sea Grant Study.

III - FACILITY INFORMATION

a. Facility Name: Keaton Beach Boat Ramp/Keaton Beach Coastal Park

b. Type of Facility:

☒ Existing Boat Ramp / Public Launching Facility

☐ Existing Marina / Tie-up / Overnight Moorage Facility

☐ Proposed Boat Ramp / Public Launching Facility

☐ Proposed Marina / Tie-up / Overnight Moorage Facility

☐ Other: _____

c. Facility location:

County: Taylor

Water body: Gulf of Mexico

Township: 7 South

Section: 35

Range: 7 East

Latitude: N 29 deg. 49 min. 47.00 sec.

Longitude: W 83 deg. 35 min. 37.00 sec.

Facility Street Address or Location: CR-361 Beach Road and Keaton Beach Road

d. Upland Ownership:

☒ Public - Fee Simple

☐ Public - Lease

Number of Years Remaining in Lease: _____

Name of Owner: _____

e. Is this facility open to the general public? ☒ Yes ☐ No

f. Estimate Percent (%) Use of Launching Facility: 99.5% Motorboats/Sailboats .5% Non-Motorboats

g. Day Use, Parking or Launch Fee Amount: \$5.00 Tie-up/Overnight Moorage: \$0

h. Number of Launch Lanes: 2 Condition: ☐ New ☒ Good ☐ Average ☐ Poor

i. Number of Boarding Docks: 2 Length: 110 Ft. Condition: ☐ New ☒ Good ☐ Average ☐ Poor

Type of docks: ☐ Fixed Wooden ☐ Fixed concrete ☒ Floating ☐ Other : _____

j. Number of Boat Trailer Parking Spaces: 45 Condition: ☐ New ☒ Good ☐ Average ☐ Poor

k. Tie-up Dock or Moorage: 150 Ft or _____ Slip Condition: ☐ New ☒ Good ☐ Average ☐ Poor

Type of docks: ☐ Fixed Wooden ☐ Fixed concrete ☒ Floating ☐ Other : _____

l. Other Facility Attributes:

Restroom: ☒ Yes ☐ No ☐ Proposed

Other: Sidewalks

Pump out or Dump Station: ☐ Yes ☒ No

Other: See Project Summary

m. Names of adjacent boating facilities, public and private (ramps, tie-up facilities/marinas) within a 10-mile radius.

Name	Distance	Name	Distance
1. <u>Dark Island Boat Ramp</u>	<u>1.5</u>	2. <u>Hagans Cove Boat Ramp</u>	<u>3.1</u>
3. <u>Keaton Beach Marina</u>	<u>.5</u>	4. <u>Dekle Beach Boat Ramp</u>	<u>2.4</u>
5. _____	_____	6. _____	_____
7. _____	_____	8. _____	_____
9. _____	_____	10. _____	_____

V – BUDGET

a. Has a detailed cost estimate been developed for this project? If yes, attach a copy to application.

☐ Yes, Preliminary☒ Yes, Final☐ No**b. PROJECT COST: NON-CASH MATCH**

Cost Item	Applicant Share	Other Share (List below in Section VI)	Do Not Use This Column	TOTAL
Administration	\$ 1,920.00	\$		\$ 1,920.00
Project Management	\$	\$		\$
In-Kind Engineering	\$ 2,720.00	\$		\$ 2,720.00
In-Kind Labor	\$	\$		\$
In-Kind Materials	\$	\$		\$
In-Kind Equipment	\$	\$		\$
Total Non-Cash Match	\$ 4,640.00	\$		\$ 4,460.00

c. PROJECT COST: CASH FUNDS

Cost Item	Applicant Share	Other Share (List below in Section VI)	FBIP Grant Share	TOTAL
Administration / Project Management	\$	\$	\$	\$
Design / Engineering	\$	\$	\$	\$
Permitting	\$	\$	\$	\$
Construction / Repair: Boat Ramps	\$	\$	\$	\$
Construction / Repair: Lifts, Hoists, Marine Railways	\$	\$	\$	\$
Construction / Repair: Piers or Docks	\$	\$	\$	\$
Construction / Repair: Parking	\$ 75,000	\$	\$ 175,000	\$ 250,000
Construction / Repair: Restrooms	\$	\$	\$	\$
Other:	\$	\$	\$	\$
Other:	\$	\$	\$	\$
Other:	\$	\$	\$	\$
Other:	\$	\$	\$	\$
Other:	\$	\$	\$	\$
Total Cash Funds	\$ 75,000	\$	\$ 175,000	\$ 250,000

d. TOTAL COST: (non-cash match + cash funds)	\$ 79,640	\$	\$ 175,000	\$ 254,640
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VI - OTHER SOURCE OF FUNDS (Partnerships)

a. Funding source / Agency: Not Applicable. However, Site was obtained with assistance from a Florida Communities Trust Grant.

b. Type of funding: ☐ Federal grant ☐ State/Local grant ☐ Loan

c. Grant Name: _____ Amount \$ _____

d. Approval Status: ☐ Approved ☐ Pending ☐ Intend to Apply, Date: _____

a. Funding source / Agency: _____

b. Type of funding: ☐ Federal grant ☐ State/Local grant ☐ Loan

c. Grant Name: _____ Amount \$ _____

d. Approval Status: ☐ Approved ☐ Pending ☐ Intend to Apply, Date: _____

a. Funding source / Agency: _____

b. Type of funding: ☐ Federal grant ☐ State/Local grant ☐ Loan

c. Grant Name: _____ Amount \$ _____

d. Approval Status: ☐ Approved ☐ Pending ☐ Intend to Apply, Date: _____

VII - PROJECT ENGINEERING AND CONSTRUCTION

a. Who is or will be completing project design/engineering?

- ☒ Applicant's Own Staff
☐ Consulting Engineers
☐ N/A (Materials or Equipment Purchase)
☐ Other: _____

b. Level of engineering completed at time of application:

- ☐ None
☐ Conceptual (Master Plan Phase)
☐ Preliminary
☒ Final (Ready to Bid)

VIII - PERMITS

	Submitted	Approved	N/A
a. Florida Department of Environmental Protection	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Florida Fish and Wildlife Conservation Commission*	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. U.S. Army Corps of Engineers	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. Local and Others (If needed)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

* Note: Projects involving mooring buoys must be permitted pursuant to Chapter 68D-23, F.A.C.

IX – ENVIRONMENTAL ASSESSMENT

a. Explain how the project may impact the environment and describe any mitigation or actions proposed to minimize impacts.

The County is very committed to constructing parking facilities which will meet coastal friendly, low impact development standards. It is hoped that the parking facility will set an expected level of coastal development standards for not only the County but also the standards Florida Fish and Wildlife Conservation Commission will expect for boating facilities along Florida's coastline and waterways. Boating and recreational facilities which are constructed to offer protection as much as possible to our heavily used but environmentally sensitive asset. The project has been designed and engineered with the parking facilities to be constructed with permeable pavers. The County was awarded a grant in the amount of \$100,000 from the Florida Boating Improvement Program (Contract #10253) FY 2011/12. The County provided a match of \$164,772.73 for a total project cost of \$264,772.73. The County has gone out for bids for the construction using permeable pavers three times and all bids came in over the current budget. The County requested and received an extension to FBIP Contract #10253. The extension was requested to enable the County to seek additional funds to construct the parking facilities with permeable pavers. Taylor County is designated as one of critical economic concern and is a Rural Economic Development Initiative (REDI) County but will provide an additional match of \$75,000 if awarded additional funding from FBIP. This match in tight economic times and budgets, reflects the County's commitment to developing the site to low impact development standards. Though our tourism economy is dependent on our coastline, the County is committed to offering protective measures to the coastal habitat when possible. During the construction phase of the project, barriers will be placed around trees in the immediate area the County wants to protect as well as potentially sensitive habitats in the area. The site was purchased with funding assistance through Florida Communities Trust and is included in a long term management plan for the site. Native Florida vegetation will be replanted in areas disturbed by the construction of the parking area. The parking facility is in an upland area and will not have any negative impact on wetland areas of the park site. The project will have no negative impacts on any imperiled species. A Cultural Resource Assessment has been completed for the project site and the project will not have any negative impacts on any archeological or significant sites. A Intra-Service Section 7 Biological Evaluation was completed for the Keaton Beach Boat Ramp Parking Phase II Grant 2011-2012 Contract #10253.

X – BOATER SAFETY

a. Explain how the project may affect boater safety whether positively or negatively.

The project will have a very positive impact on boater safety as it will provide a safe parking facility for the many boaters who use Keaton Beach Boat Ramp. Due to the high usage of the ramp and the parking overflow, trucks and trailers currently park on the right of ways along County Road 361 and the Keaton Beach residential areas. This is creating hazardous conditions for the boat ramp users, residents in the area, and regular traffic passing through. We have included pictures of the parking overflow in the application attachments. Results from a survey completed with a Florida Sea Grant on boating facilities in Taylor County indicate Keaton Beach Boat Ramp has the highest usage of any boat ramp in the region BUT is the most avoided due to the unsafe and lack of parking facilities. The project's scope of work includes sidewalks and fencing to provide a safe walking route for the boat ramp users in the parking area. We will also have a boater safety and information kiosk located at the new facility.

Additional information and statistics to be added from the Sea Grant Study.

XI – APPLICATION ATTACHMENTS CHECKLIST

Submit one (1) signed original plus two (2) photocopies of the application with attachments and an electronic copy on CD.

Inc.	--- Required Attachments ---
<input checked="" type="checkbox"/>	a. Cover Letter: application transmittal cover letter (Identify priority rank with multiple applications).
<input checked="" type="checkbox"/>	b. Application: One (1) application with original signature from authorized individual.
<input checked="" type="checkbox"/>	c. Resolution: An adopted resolution, by the Governing Body, authorizing that the Project Manager has the authority to apply for and administer the grant on behalf of the applicant. If the Applicant is applying on behalf of another public entity, then a Memorandum of Understanding between the Applicant and the public entity must also be submitted.
<input checked="" type="checkbox"/>	d. Boundary Map: indicate boundary of the project area.
<input checked="" type="checkbox"/>	e. Site Control Documentation: (e.g. a deed, lease, results of title search, etc. for the project site.)
<input checked="" type="checkbox"/>	f. Existing Condition Photographs (sufficient to depict the physical characteristics of the project area)
<input checked="" type="checkbox"/>	g. Aerial Photographs (marked with the approximate boundaries of the project site)
<input checked="" type="checkbox"/>	h. Detailed Cost Estimate: Cost estimate in the form of a formal bid, written quote from proposed vendor or an engineer's cost estimate.
<input checked="" type="checkbox"/>	i. Navigational Chart: An 8.5" x 11" photocopy of a current NOAA North American Datum 83 nautical chart (provide the NOAA chart name and number) indicating the precise location of the project site.
--- For Construction Grants ---	
<input checked="" type="checkbox"/>	j. Permits: Photocopies of necessary project permit(s) or permit application(s). If exempt, provide notification of exemption from permitting agency.
--- Optional Attachments ---	
<input checked="" type="checkbox"/>	k. Plans: preliminary design/engineering plans (if completed).
<input checked="" type="checkbox"/>	l. Support/Opposition: Attach letters of known public support or known public opposition.

APPLICANT SIGNATURE

Application is hereby made for the activities described herein. I certify that I am familiar with the information contained in the application, and, to the best of my knowledge and belief, this information is true, complete, and accurate. I further certify that I possess the authority including the necessary requisite property interests to undertake the proposed activities.

I also certify that the Applicant's governing body is aware of and has authorized the Project Manager as the official representative of the Applicant to act in connection with this application and subsequent project as well as to provide additional information as may be required. By signature below, the Applicant agrees to comply with all applicable federal, state, and local laws in conjunction with this proposal and resulting project so approved.

Patricia Patterson
Print/Type Name

Chairperson
Title

Applicant Signature

Date

WARNING: "Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083." § 837.06, Florida Statutes.

NOTE: Instruction and further information regarding this application and the Florida Boating Improvement Program can be found in the Florida Boating Improvement Program Guidelines or you may contact the Program Administrator at: Florida Fish and Wildlife Conservation Commission, Florida Boating Improvement Program, 620 South Meridian Street, Tallahassee, FL 32399-1600; or call (850) 488-5600; or email fbip@MyFWC.com.



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 vote of _____ The Board of Taylor County
Board of County Commissioners, adopt the following resolution:

RESOLUTION

Whereas, the State of Florida Fish and Wildlife Conservation Commission established
the Florida Boating Improvement Program, and

Whereas, The Board of County Commissioners, Taylor County, Florida is eligible to
receive a grant awarded under this program to improve the county's boating areas for it's
citizens, and

Whereas, The Board authorizes Patricia Patterson, Chairperson or Jack Brown, County
Administrator to file and execute any contract or documents and apply for and administer a
grant on behalf of the applicant for the Keaton Beach Boat Ramp Parking Facility Phase III, a
phased project, and

Whereas, The Board of County Commissioners of Taylor County certifies that the
Keaton Beach Coastal Park and the Keaton Beach Boat Ramp Parking Facility project is
included on the Capital Improvements Plan of the Taylor County Comprehensive Plan.

Therefore, be it resolved by the Board that:

1. The Taylor County Board of Commissioners is eligible to submit grant application for
funding assistance to the Florida Boating Improvement Program for construction of
expanded parking facilities at Keaton Beach Boat Ramp, Keaton Beach, Florida.
2. The Taylor County Board of County Commissioners support grant application to the
Florida Boating Improvement Program for funding assistance for Phase III construction
of additional parking facilities adjacent to Keaton Beach Boat Ramp.

Done and Ordered in regular session at Perry, Florida this 2nd day of July, 2012, A.D.

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

Attest: _____
Annie Mae Murphy, Clerk

By: _____
Patricia Patterson, Chairperson

Forest Capital of the South

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

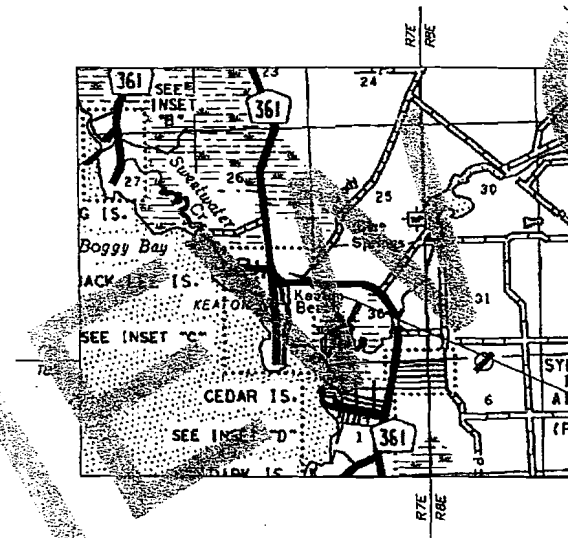
CONSTRUCTION PLANS KEATON BEACH COASTAL PARK - RAMP PARKING

TAYLOR COUNTY PROJECT NO. 2007-006-ENG

NOT FOR
CONSTRUCTION

PLAN INDEX

SHEET	DESCRIPTION
1	COVER SHEET AND CONTENTS OF SET
2	GENERAL NOTES
3	EXISTING CONDITIONS
4	PROPOSED CONDITIONS
5	SITE & HORIZONTAL CONTROL
6	DEMO & EROSION CONTROL
7	PAVING & GRADING
8	SIGNAGE & PAVEMENT MARKINGS
9-11	DETAILS
TC-1	TRAFFIC CONTROL
SWPP-1	STORM WATER POLLUTION PREVENTION PLAN



VICINITY MAP
N.T.S.



PROJECT LOCATION

LOCATION MAP
N.T.S.

KEATON BEACH COASTAL PARK
S 35, T 7S, R 7E
TAYLOR COUNTY, FLORIDA
LAT 29° 49' 50.09" N
LONG 83° 35' 33.12" W
NAD83, FLORIDA NORTH

SHOP DRAWINGS TO BE SUBMITTED TO:

KENNETH DUDLEY, P.E.
TAYLOR COUNTY ENGINEERING DIVISION
201 EAST GREEN STREET
PERRY, FL 32347

NOTE: THE SCALE OF THESE
PLANS MAY HAVE CHANGED DUE TO
REPRODUCTION.

CONSTRUCTION PLANS
ENGINEER OF RECORD: KENNETH DUDLEY
P.E. NO.: 38014

PROJECT DESCRIPTION			
CONDITION	IMPERVIOUS	PERVIOUS	TOTAL
EXISTING	3,416 SF	147,831 SF	
PROPOSED	17,002 SF	133,925 SF	151,247 SF
DIFFERENCE		13,906 SF	



GOVERNING STANDARDS AND SPECIFICATIONS:
FLORIDA DEPARTMENT OF TRANSPORTATION,
DESIGN STANDARDS, LATEST EDITION;
STANDARD SPECIFICATIONS FOR ROAD AND
BRIDGE CONSTRUCTION, LATEST EDITION; AND
TAYLOR COUNTY LAND DEVELOPMENT REGULATIONS,
AS AMENDED BY CONTRACT DOCUMENTS.

PROJECT NO.	2007-006-ENG	DATE	03/29/2011
PROJECT NAME	KEATON BEACH COASTAL PARK	DESIGNED BY	BOCC
PROJECT LOCATION	TAYLOR COUNTY, FLORIDA	CHECKED BY	BOCC
PROJECT STATUS	IN PROGRESS	APPROVED BY	BOCC
PROJECT DESCRIPTION	CONSTRUCTION PLANS	PROJECT NO.	2007-006-ENG
PROJECT LOCATION	TAYLOR COUNTY, FLORIDA	DATE	03/29/2011
PROJECT STATUS	IN PROGRESS	DESIGNED BY	BOCC
PROJECT DESCRIPTION	CONSTRUCTION PLANS	CHECKED BY	BOCC
PROJECT LOCATION	TAYLOR COUNTY, FLORIDA	APPROVED BY	BOCC
PROJECT STATUS	IN PROGRESS	DATE	03/29/2011

TAYLOR COUNTY ENGINEERING DIVISION
BOARD OF COUNTY COMMISSIONERS

201 E. GREEN STREET, PERRY, FL 32347
PH: (850) 838-3300 FAX: (850) 838-3351
E-MAIL: county_engineering@taylorcounty.com



KENNETH R. DUDLEY

DATE: 03/29/2011 5:04 PM

FILED IN: 41/002/11 5 04 PM

DATE: 03/29/2011 5:04 PM

GENERAL NOTES

- ALL ROADWAY AND DRAINAGE CONSTRUCTION AND MATERIALS SHALL BE PER FOOT STANDARDS AND SPECIFICATIONS. MATERIALS SHALL MEET FOOT SPECIFICATIONS AND SHALL BE PROVIDED OR OBTAINED FROM AN APPROVED SOURCE. MATERIALS NOT COVERED UNDER THE STANDARD FOOT SPECIFICATIONS SHALL MEET THE REQUIREMENTS WITHIN THESE PLANS AND THE RESPECTIVE MANUFACTURER.
- ANY PUBLIC LAND CORNER WITHIN THE LIMITS OF CONSTRUCTION IS TO BE PROTECTED. IF A CORNER MONUMENT IS IN DANGER OF BEING DESTROYED AND HAS NOT BEEN PREVIOUSLY NOTICED, THE CONTRACTOR SHALL NOTIFY THE COUNTY ENGINEERING DIVISION WITHOUT DELAY. ANY SURVEY MONUMENTS REMOVED BY THE CONTRACTOR IN-PILOT REFERENCE BEING ESTABLISHED, WILL BE REPLACED BY THE CONTRACTOR AT HIS EXPENSE.
- ANY EXISTING BOUNDARIES ARE TO BE REESTABLISHED BY THE CONTRACTOR'S SURVEYOR, IF DISTURBED.
- THE CONTRACTOR SHALL UNDOUBT ALL UNOBTAINABLE MATERIAL, UNOBTAINABLE (BEHIND THE PROPOSED DRIVE) AND UNOBTAINABLE (BEHIND THE PROPOSED DRIVE) (A) BELOW THE BOTTOM OF THE BASE AND SHALL BACKFILL WITH CLEAN SUFFICIENT FILL MEETING FOOT ROAD AND BRIDGE CONSTRUCTION STANDARDS AND SPECIFICATIONS AS DETERMINED NECESSARY AND DIRECTED BY THE COUNTY ENGINEERING DIVISION. SEE FOOT INDEX NO. 500 & 505.
- ALL DRAINAGE MATERIAL (OR EQUIVALENT) SHALL MEET THE REQUIREMENTS OF FOOT INDEX NO. 500 AND SHALL BE FURNISHED BY THE CONTRACTOR FROM AREAS PROVIDED BY THE CONTRACTOR AND APPROVED BY THE COUNTY ENGINEERING DIVISION.
- THE CONTRACTOR SHALL STABILIZE TOPSOIL AND CONSTRUCTION MATERIALS IN SAFE AREAS ACCORDABLE TO THE COUNTY ENGINEERING DIVISION. NO MATERIAL IS TO BE WIND-BLOWN ON THE PAVEMENT OR SHOULDERS OR WITHIN ANY ENVIRONMENTALLY SENSITIVE AREAS.
- ONLY THE EXCAVATION FOR BASE PLACEMENT AND PINE TREES THAT CAN BE BACKFILLED BY THE END OF THE WORK DAY SHALL BE EXCAVATED. NO OPEN PITS, TRENCH OR ROADWAY EXCAVATION WILL BE ALLOWED TO REMAIN AFTER WORK ENDS FOR THE APPROVED WORKING HOURS.
- IF REQUIRED BY THESE PLANS, ALL UNOBTAINABLE EXISTING ROADS SHALL BE RELOCATED IN ACCORDANCE WITH FOOT INDEX NO. 1235. RELOCATION SHALL BE CONSIDERED A PART OF MAINTENANCE OF TRAFFIC. THE CONTRACTOR SHALL INSTALL NEW SIGNS TO REPLACE DAMAGED OR MISSING SIGNS. SEE SIGNAGE SCHEDULE. ALL DAMAGED/DAMAGED SIGNS AND POSTS SHALL BE SALVAGED TO THE COUNTY AND DELIVERED TO THE ROAD DEPARTMENT FACILITY ON US 27.
- ALL EXISTING STREET SIGNS, WALLS, ETC. SHALL BE RELOCATED IN ACCORDANCE WITH THE PROCEDURES OUTLINED IN FOOT INDEX NO. 1235. RELOCATION SHALL BE CONSIDERED A PART OF MAINTENANCE OF TRAFFIC.
- THE CONTRACTOR SHALL SAW CUT THE EDGE OF THE EXISTING DRIVEWAY LANE PRIOR TO CONSTRUCTING NEW ROADWAY AND TURNPIKE. THE EXISTING DRIVEWAY LANE WILL BE RELOCATED AT EXISTING PAVED DRIVEWAYS OR ROADWAYS. MAJOR RELOCATIONS SHALL BE COORDINATED THROUGH THE LOCAL POSTMASTER.
- THE CONTRACTOR SHALL BE RESPONSIBLE TO REMOVE AND LAWFULLY EXPOSE OF ALL MATERIALS NOT SALVAGED TO OWNER. EXCESS FILL MATERIAL SHALL BE UNLOADED TO THE FULLEST EXTENT POSSIBLE. ADVANCEMENT FILL SHALL BE SALVAGED TO THE COUNTY AT AN APPROVED LOCATION FOR STOCKPILING. UNOBTAINABLE MATERIAL SHALL BE SALVAGED TO THE COUNTY AND DELIVERED TO THE PUBLIC WORKS DIVISION FACILITY ON US 27.
- ALL DISTURBED AREAS SHALL BE STABILIZED BY SOONEST SETTING, FERTILIZING AND MULCHING. SOONEST IS REQUIRED ON ALL SLOPES STEEPER THAN 3:1 V:1 H.
- ALL WATER, EQUIPMENT, MATERIALS, SUPPLIES, PRIME MATERIAL, COVER MATERIAL, ETC. INCLUDING NECESSARY SURVEYING SHALL BE INCLUDED IN BID PRICES. EQUIPMENT BY CONTRACTOR WILL NOT BE USED AS JUSTIFICATION FOR APPROVAL OF ADDITIONAL COMPENSATION.
- THE CONTRACTOR IS TO PROVIDE ALL REQUIRED SUBMITTALS INCLUDING FOOT APPROVED ASPHALT DESIGN MIXES FOR REVIEW AND APPROVAL BEFORE ANY WORK IS TO COMMENCE ON PROJECT.
- TYPE 3C ASPHALTIC CONCRETE TO BE PLACED WITH A MECHANICAL SPREADER USING ELECTRIC TRANSMITTER & CONDITIONAL SLOTTED CONCRETS.
- PAVEMENT PROGRESS TRANSDUCERS AND CORRELATIONS TO EXISTING PAVEMENT ARE TO BE CONSTRUCTED ON A 1:100 RATIO. FURTHER, WHENEVER GRADE DIFFERENCES EXIST BETWEEN THE PROJECT AND AN INTERSECTING STREET, TURNOUT OR CROWDER, THE CONTRACTOR SHALL INSTALL AND MAINTAIN A 3:12 RATIO WEDGE OR MILED TAPER TO PROVIDE A SMOOTH TRANSITION FROM INTERSECT, TURNOUT, OR CROWDER TO THE PROJECT.
- ALL ITEMS AS SHOWN ON THE PLANS MAY BE INCREASED, DECREASED OR CANCELED AS DIRECTED BY THE COUNTY ENGINEERING DIVISION. IN-PILOT AUTHORIZED REPRESENTATIVE.
- ALL WELLS, CLEANSING, MARBLE TOPS, CEMENT COVERS AND OTHER UTILITY APPURTENANCES WITHIN THE PROJECT SHALL BE PROTECTED AND ADJUSTED WHERE NECESSARY TO MATCH PROPOSED DRIVEWAY GRADINGS.
- THE CONTRACTOR IS RESPONSIBLE FOR ANY NECESSARY UTILITY RELOCATION ON THE LOCATION OF THE PROJECT. ANY UTILITY RELOCATION SHALL BE APPROVED BY THE COUNTY ENGINEERING DIVISION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF THE UTILITY RELOCATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF THE UTILITY RELOCATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF THE UTILITY RELOCATION.

MAINTENANCE OF TRAFFIC BY CONTRACTOR

- THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING SAFE PASSAGE OF TRAFFIC AND PROTECTION OF HIS WORK FORCE THROUGHOUT THE PROJECT.
- A MAINTENANCE OF TRAFFIC PLAN SHALL BE SUBMITTED BY THE CONTRACTOR IN ACCORDANCE WITH PART SIX OF THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AND THE ROADWAY AND TRAFFIC DESIGN STANDARDS. ONE TRAFFIC LANE MAY BE CLOSED DURING WORKING HOURS ONLY. CONSTRUCTION IS TO BE MAINTAINED ON A DAILY BASIS. ALL SIGNS, FLASHING LIGHTS, SIGNALS AND OTHER ITEMS AS REQUIRED TO CONFORM WITH THE MAINTENANCE OF TRAFFIC PLAN.
- WORK ZONE TRAFFIC CONTROL SHALL ADHERE STRICTLY TO THE REQUIREMENTS OF THE MUTCD AND ANY SPECIFIC INSTRUCTIONS OF THE COUNTY ENGINEERING DIVISION. VOLUMES PLACEMENT WITH THESE STANDARDS WILL SERVE AS JUST CAUSE FOR STOPPING WORK AT NO OFFENSE TO OWNER.
- THE CONTRACTOR'S PROPOSED SCHEDULE OF OPERATIONS AND SPECIFIC MAINTENANCE OF TRAFFIC PLANS SHALL BE REVIEWED BY THE COUNTY ENGINEERING DIVISION PRIOR TO THEIR IMPLEMENTATION.
- UNLESS SPECIFICALLY AUTHORIZED BY THE COUNTY ENGINEERING DIVISION, THE CONTRACTOR SHALL MAINTAIN AT ALL TIMES AT LEAST ONE WAY TRAFFIC WITH A MINIMUM OF A 10' (10') WIDE LANE AND A POSTED SPEED OF NOT MORE THAN 35 MILES PER HOUR, WITH APPROPRIATE TRAFFIC CONTROL.
- ALL ABOVE GROUND OBSTRUCTIONS WITHIN THE CLEAR ZONE + 14' (14') OF TEMPORARY OR PERMANENT LINES SHALL BE MARKED AND PROTECTED BY ACCORDANCE WITH FOOT STANDARDS SPECIFICATIONS OR SPECIFIC INSTRUCTIONS OF THE COUNTY ENGINEERING DIVISION. CLEAR ZONE REDUCED TO 4' (4') BEYOND CURBS IN CURVED AREAS.
- TEMPORARY LINES SHALL BE STABILIZED AND SUITABLE FOR ALL WEATHER CONDITIONS.

EROSION & SEDIMENTATION CONTROL

THE CONTRACTOR IS RESPONSIBLE FOR EROSION/SEDIMENTATION CONTROL PRACTICES DURING CONSTRUCTION TO MINIMIZE ON-SITE EROSION/SEDIMENTATION AND TO PROTECT AGAINST DAMAGE TO OFF-SITE PROPERTY. THE FOLLOWING PRACTICES SHALL BE EMPLOYED:

- EROSION AND SEDIMENTATION CONTROL SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. AREAS OF OFF-SITE DAMAGE DURING CONSTRUCTION SHALL BE PROTECTED WITH A SEDIMENT BARRIER PER FOOT INDEX NO. 102 TO PREVENT OFF-SITE DISCHARGE OF SEDIMENTS.
- TEMPORARY SEED AND MULCH SHOULD BE USED TO CONTROL ON-SITE EROSION WHEN IT IS NOT PRACTICAL TO ESTABLISH PERMANENT VEGETATION. PERMANENT VEGETATION SHALL BE PLACED AS EARLY AS POSSIBLE ON ALL SLOPES STEEPER THAN 5:1 (5:1) HORIZONTAL TO 1:1 (1:1) VERTICAL, IF APPLICABLE. SOIL SHALL BE PLANTED AS REQUIRED. ALL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE MAINTAINED IN BETTER ORDER THROUGHOUT THE CONSTRUCTION FROM THE EROSION/SEDIMENTATION PROTECTION AT THE END OF EACH WORKING DAY.
- NOTE: EROSION/SEDIMENTATION CONTROL SHALL BE PLACED WITH ANY SITE EXCAVATION AND/OR FILLING AND SHALL BE PLACED WITH ANY EXCAVATION IS COMPLETE AND VEGETATION ESTABLISHED.
- ALL SLOPES STEEPER THAN 3:1 V:1 H SHALL BE LAPPELLED OR PEGGED SOO.
- ALL INLET STRUCTURES AND PIPES SHALL BE PROTECTED FROM SLOTTION CONSTRUCTING INLET PROTECTION AS DEFINED IN THE FOOT STANDARDS.
- PERMANENT VEGETATIVE STABILIZATION SHALL BE APPLIED TO THE GRADED SOIL AS SOON AS THE CRITICAL EROSION CONTROL MEASURES ARE EMPLOYED TO PREVENT EXPOSURE OF THE SOIL. VEGETATION CAN BE APPLIED.
- STABILIZATION SHALL BE PLACED WITH EROSION CONTROL MEASURES IS TO BE REVIEWED AT THE PROJECT ONCE VEGETATION IS ESTABLISHED.

MISCELLANEOUS NOTES

- PERMITS, TURNS, AND OTHERS SHALL BE THE ENTIRE PROJECT.
- REMOVAL OF MATERIALS AND DEBRIS AS A MEANS OF DISPOSAL IS PROHIBITED WITHIN THE LIMITS OF THE PROJECT.
- MOVING SHALL BE PERFORMED BY THE PROJECT AS A PART OF READING FINAL CONSTRUCTION FOR THE PROJECT. SUBSTANTIAL COMPLETION IS APPROVED. MOVING SHALL MEET THE REQUIREMENTS OF FOOT SPECIFICATION 104 AND 500.
- REMOVAL OF DEBRIS TO LIMITS SHOWN OR 25 FEET MINIMUM TO PROVIDE SMOOTH TRANSITION WITH EXISTING FLOW LINES.

TESTING REQUIREMENTS

- ALL TESTING SHALL BE PERFORMED BY A LICENSED/CERTIFIED LABORATORY, UPON SELECTION. THE LABORATORY SHALL BE APPROVED BY WRITING BY THE COUNTY PRIOR TO BEGINNING ANY OTHER WORK ON MATERIAL COLLECTION.
- COPIES OF ALL TEST RESULTS SHALL BE PROVIDED TO THE COUNTY ENGINEERING DIVISION. PASSING RESULTS WILL BE REQUIRED PRIOR TO BEGINNING THE NEXT PHASE OF CONSTRUCTION.
- THE COUNTY ENGINEERING DIVISION SHALL BE NOTIFIED NO LESS THAN 14 HOURS IN ADVANCE FOR SCHEDULING INSPECTION OF PERTINENT STAGES OF CONSTRUCTION AND EQUIPMENT PLACEMENT, UNDERLAYER PLACEMENT, PRIME AND TACK COATS, ASPHALT PLACEMENT, CURB/WHI INSTALLATIONS AND OTHERS AS REQUIRED FOR APPROVAL.
- PERFORM COMPACTION TESTING FOR STABILIZED SUBGRADE AND FILL THE FULL DEPTH AT A FREQUENCY OF ONE TEST PER LIFT PER 500 FOOT SECTION, OR AT A MINIMUM OF TWO TESTS PER ROADWAY SEGMENT, WHICHEVER IS GREATER. COMPACTION SHALL ACHIEVE 90% OF MODIFIED PROCTOR DENSITY (ASTM D 1585).
- PERFORM LBR TESTING FOR STABILIZED SUBGRADE AT A FREQUENCY OF FOUR TESTS PER LIFT PER ROADWAY MILE, OR AT A MINIMUM OF TWO TESTS PER ROADWAY SEGMENT, WHICHEVER IS GREATER. ROADWAY SEGMENT, WHICHEVER IS GREATER. UNDERLAYER BEARING RATIO SHALL BE 100% OF DESIGNED 40.
- FOR UNDERLAY ONLY, PERFORM LBR TESTING FOR STABILIZED SUBGRADE AT A FREQUENCY OF ONE TEST PER LIFT PER ROADWAY MILE PER SIDE, OR AT A MINIMUM OF TWO TESTS PER ROADWAY SEGMENT, WHICHEVER IS GREATER.
- FOR UNDERLAY ONLY, PERFORM LBR TESTING FOR UNDERLAY BASE COURSE AT A FREQUENCY OF ONE TEST PER LIFT PER ROADWAY MILE PER SIDE, OR AT A MINIMUM OF TWO TESTS PER ROADWAY SEGMENT, WHICHEVER IS GREATER.
- PERFORM COMPACTION TESTING FOR BASE COURSE AND FILL AT A FREQUENCY OF ONE TEST PER LIFT PER ROADWAY MILE PER SIDE, OR AT A MINIMUM OF TWO TESTS PER ROADWAY SEGMENT, WHICHEVER IS GREATER. COMPACTION SHALL ACHIEVE 90% OF MODIFIED PROCTOR DENSITY (ASTM D 1585).
- IN-PLACE THICKNESS OF EACH COURSE OF A BASE COURSE SHALL BE DETERMINED USING 3" COPIES AT A FREQUENCY OF ONE TEST PER LIFT PER 500 FOOT SECTION, OR AT A MINIMUM OF TWO TESTS PER ROADWAY SEGMENT, WHICHEVER IS GREATER.
- ASPHALT CONCRETE MIXES SHALL BE CURRENT FOOT APPROVED DESIGN. THE MATERIALS ACTUALLY USED, SAMPLES OF MATERIALS DELIVERED TO THE SITE, SHALL BE TESTED IN ACCORDANCE WITH FOOT REQUIREMENTS TO MINIMIZE THAT AGGREGATE GRADATION (P-3 & P-4) AND ASPHALT CONTENT (P-4) AND VOLUMES (AIR VOIDS AT MAXIMUM) ARE APPROVED DESIGN CRITERIA.
- SURFACE SMOOTHNESS AND IN-PLACE DENSITY OF EACH COURSE OF ASPHALT CONCRETE SHALL BE DETERMINED IN ACCORDANCE WITH CURRENT TEST STANDARDS. FIELD DENSITY AND SMOOTHNESS SHALL BE DETERMINED IN ACCORDANCE WITH CURRENT TEST STANDARDS. FIELD DENSITY AND SMOOTHNESS SHALL BE DETERMINED IN ACCORDANCE WITH CURRENT TEST STANDARDS. FIELD DENSITY AND SMOOTHNESS SHALL BE DETERMINED IN ACCORDANCE WITH CURRENT TEST STANDARDS.
- CONTRACTOR SUCCESS CONTROL TESTS SHALL BE REQUIRED FOR PROJECTS LESS THAN 2,000 SQ. YD. OF HOT MIX ASPHALT.
- PERFORM COMPACTION TESTING FOR CURBS AND CURB/WHI EXTENSIONS AS DESCRIBED IN SECTION 125, FOOT SPECIFICATIONS, LATEST EDITION. A MINIMUM OF ONE TEST PER LIFT PER 500 FOOT SECTION IS REQUIRED FOR THE CURB/WHI. A MINIMUM OF ONE TEST PER LIFT PER 500 FOOT SECTION IS REQUIRED FOR THE CURB/WHI. A MINIMUM OF ONE TEST PER LIFT PER 500 FOOT SECTION IS REQUIRED FOR THE CURB/WHI.

SIGNAGE AND PAVEMENT MARKING

IT SHOULD BE NOTED THAT THE EXISTING SIGNAGE REFLECTS INVENTORY DATA COLLECTED DURING PLANS PREPARATION AND IT IS POSSIBLE THAT ADDITIONAL SIGNS MAY BE PRESENT AT THE TIME OF CONSTRUCTION. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO COORDINATE THE DISPOSITION OF SUCH SIGNS WITH THE PROJECT ENGINEER.

- SIGNAGE AND PAVEMENT MARKINGS SHALL BE PLACED IN ACCORDANCE WITH THESE PLANS, FOOT DESIGN STANDARDS, AND THE MUTCD, LATEST EDITIONS.
- FOOT DESIGN STANDARDS INDEX NO. 1730B NOTE NO. 5 IS REQUIRED TO RE-ALIGNED SIGNS SHALL HAVE A MINIMUM HEIGHT OF 7 FEET AS MEASURED FROM THE BOTTOM OF THE SIGN PANEL TO A HORIZONTAL LINE EXTENDED FROM THE EDGE OF THE TRAVEL LANE/SIDEWALK, WHICHEVER IS HIGHER. THIS INCLUDES RURAL, SECTION AND SECONDARY SIGN PANELS.
- ALL PAVEMENT MARKINGS SHALL MEET THE CRITERIA OF SECTION 710 "PAINTING TRAFFIC STRIPES" AND SECTION 711 "THERMOPLASTIC TRAFFIC STRIPES AND MARKINGS" OF THE FLORIDA DEPARTMENT OF TRANSPORTATION AND BRIDGE CONSTRUCTION, LATEST EDITION.
- MARKINGS SHALL BE AS PER FOOT INDEX NO. 1730A AND THESE PLANS.
- RETRO-REFLECTIVE PAVEMENT MARKINGS SHALL BE INSTALLED AS PER FOOT INDEX NO. 1730B AND THESE PLANS.
- SOIL BRACKETS, COLUMNS, AND FOUNDATIONS SHALL COMPLY AS SELECTED USING LATEST EDITION OF FOOT INDEX NO. 1100A, 1100B, 1100C, AND 1100D, RESPECTIVELY.
- SIGNAGE DESIGNED TO BE REUSED AND RELOCATED SHALL INCLUDE FURNISHING NEW BRACKETS, COLUMNS, AND FOUNDATIONS. RELOCATION TO INCLUDE COST OF NEW SIGN POST, FOUNDATION AND BRACKET, IF REQUIRED, TO COMPLY WITH FOOT INDEX 1100A.
- ALL 63 STREET NAME SIGNS NOTED AS "PRIVATE" SHALL HAVE BLUE BACKGROUND AS COMPARED TO GREEN BACKGROUND FOR PUBLIC SIGNS.
- SIGNS SHALL MEET MUTCD "CONVENTIONAL ROAD" SIGN SIZE UNLESS NOTED OTHERWISE. 0-1 GUYED SIGNS SHALL BE NO LESS THAN 6" HIGH WITH 6" UPPERCASE AND 4" LOWERCASE LETTERING.
- CONTRACTOR SHALL PROVIDE THE COUNTY ENGINEERING DIVISION AND THE PROJECT OWNER SHOP DRAWINGS OF CUSTOM, ORIENTATION AND IN-SERIES SIGNAGE FOR WRITTEN APPROVAL NO LESS THAN TWO (2) DAYS PRIOR TO DATE OF FABRICATION.
- RELOCATION TO INCLUDE COST OF NEW SIGN POST, FOUNDATION AND BRACKET, IF REQUIRED, TO COMPLY WITH FOOT INDEX 1100A.
- REMOVING AND ASSEMBLY INCLUDES ALL SUPPLEMENTAL PANELS.

GOVERNING SPECIFICATIONS

- ASPHALT: SECTION 330 AND 334 OF FOOT SPECIFICATIONS, LATEST EDITION.
- MULCH: SECTION 337 OF FOOT SPECIFICATIONS, LATEST EDITION.
- BASE: SECTION 300 - 290 OF FOOT SPECIFICATIONS, LATEST EDITION.
- SUBGRADE: SECTION 160 OF FOOT SPECIFICATIONS, LATEST EDITION.
- GRAVEL: SECTION 570 OF FOOT SPECIFICATIONS, LATEST EDITION.
- STRIPES & MARKINGS: SECTION 710 & 711 OF FOOT SPECIFICATIONS, LATEST EDITION.
- RETRO-REFLECTIVE PAVEMENT MARKINGS - SECTION 710 AND 711 OF FOOT SPECIFICATIONS, LATEST EDITION.
- SOIL: SECTION 1100A, 1100B, 1100C, 1100D, 1100E, 1100F, 1100G, 1100H, 1100I, 1100J, 1100K, 1100L, 1100M, 1100N, 1100O, 1100P, 1100Q, 1100R, 1100S, 1100T, 1100U, 1100V, 1100W, 1100X, 1100Y, 1100Z, 1100AA, 1100AB, 1100AC, 1100AD, 1100AE, 1100AF, 1100AG, 1100AH, 1100AI, 1100AJ, 1100AK, 1100AL, 1100AM, 1100AN, 1100AO, 1100AP, 1100AQ, 1100AR, 1100AS, 1100AT, 1100AU, 1100AV, 1100AW, 1100AX, 1100AY, 1100AZ, 1100BA, 1100BB, 1100BC, 1100BD, 1100BE, 1100BF, 1100BG, 1100BH, 1100BI, 1100BJ, 1100BK, 1100BL, 1100BM, 1100BN, 1100BO, 1100BP, 1100BQ, 1100BR, 1100BS, 1100BT, 1100BU, 1100BV, 1100BW, 1100BX, 1100BY, 1100BZ, 1100CA, 1100CB, 1100CC, 1100CD, 1100CE, 1100CF, 1100CG, 1100CH, 1100CI, 1100CJ, 1100CK, 1100CL, 1100CM, 1100CN, 1100CO, 1100CP, 1100CQ, 1100CR, 1100CS, 1100CT, 1100CU, 1100CV, 1100CW, 1100CX, 1100CY, 1100CZ, 1100DA, 1100DB, 1100DC, 1100DD, 1100DE, 1100DF, 1100DG, 1100DH, 1100DI, 1100DJ, 1100DK, 1100DL, 1100DM, 1100DN, 1100DO, 1100DP, 1100DQ, 1100DR, 1100DS, 1100DT, 1100DU, 1100DV, 1100DW, 1100DX, 1100DY, 1100DZ, 1100EA, 1100EB, 1100EC, 1100ED, 1100EE, 1100EF, 1100EG, 1100EH, 1100EI, 1100EJ, 1100EK, 1100EL, 1100EM, 1100EN, 1100EO, 1100EP, 1100EQ, 1100ER, 1100ES, 1100ET, 1100EU, 1100EV, 1100EW, 1100EX, 1100EY, 1100EZ, 1100FA, 1100FB, 1100FC, 1100FD, 1100FE, 1100FF, 1100FG, 1100FH, 1100FI, 1100FJ, 1100FK, 1100FL, 1100FM, 1100FN, 1100FO, 1100FP, 1100FQ, 1100FR, 1100FS, 1100FT, 1100FU, 1100FV, 1100FW, 1100FX, 1100FY, 1100FZ, 1100GA, 1100GB, 1100GC, 1100GD, 1100GE, 1100GF, 1100GG, 1100GH, 1100GI, 1100GJ, 1100GK, 1100GL, 1100GM, 1100GN, 1100GO, 1100GP, 1100GQ, 1100GR, 1100GS, 1100GT, 1100GU, 1100GV, 1100GW, 1100GX, 1100GY, 1100GZ, 1100HA, 1100HB, 1100HC, 1100HD, 1100HE, 1100HF, 1100HG, 1100HH, 1100HI, 1100HJ, 1100HK, 1100HL, 1100HM, 1100HN, 1100HO, 1100HP, 1100HQ, 1100HR, 1100HS, 1100HT, 1100HU, 1100HV, 1100HW, 1100HX, 1100HY, 1100HZ, 1100IA, 1100IB, 1100IC, 1100ID, 1100IE, 1100IF, 1100IG, 1100IH, 1100II, 1100IJ, 1100IK, 1100IL, 1100IM, 1100IN, 1100IO, 1100IP, 1100IQ, 1100IR, 1100IS, 1100IT, 1100IU, 1100IV, 1100IW, 1100IX, 1100IY, 1100IZ, 1100JA, 1100JB, 1100JC, 1100JD, 1100JE, 1100JF, 1100JG, 1100JH, 1100JI, 1100JJ, 1100JK, 1100JL, 1100JM, 1100JN, 1100JO, 1100JP, 1100JQ, 1100JR, 1100JS, 1100JT, 1100JU, 1100JV, 1100JW, 1100JX, 1100JY, 1100JZ, 1100KA, 1100KB, 1100KC, 1100KD, 1100KE, 1100KF, 1100KG, 1100KH, 1100KI, 1100KJ, 1100KK, 1100KL, 1100KM, 1100KN, 1100KO, 1100KP, 1100KQ, 1100KR, 1100KS, 1100KT, 1100KU, 1100KV, 1100KW, 1100KX, 1100KY, 1100KZ, 1100LA, 1100LB, 1100LC, 1100LD, 1100LE, 1100LF, 1100LG, 1100LH, 1100LI, 1100LJ, 1100LK, 1100LL, 1100LM, 1100LN, 1100LO, 1100LP, 1100LQ, 1100LR, 1100LS, 1100LT, 1100LU, 1100LV, 1100LW, 1100LX, 1100LY, 1100LZ, 1100MA, 1100MB, 1100MC, 1100MD, 1100ME, 1100MF, 1100MG, 1100MH, 1100MI, 1100MJ, 1100MK, 1100ML, 1100MM, 1100MN, 1100MO, 1100MP, 1100MQ, 1100MR, 1100MS, 1100MT, 1100MU, 1100MV, 1100MW, 1100MX, 1100MY, 1100MZ, 1100NA, 1100NB, 1100NC, 1100ND, 1100NE, 1100NF, 1100NG, 1100NH, 1100NI, 1100NJ, 1100NK, 1100NL, 1100NM, 1100NN, 1100NO, 1100NP, 1100NQ, 1100NR, 1100NS, 1100NT, 1100NU, 1100NV, 1100NW, 1100NX, 1100NY, 1100NZ, 1100OA, 1100OB, 1100OC, 1100OD, 1100OE, 1100OF, 1100OG, 1100OH, 1100OI, 1100OJ, 1100OK, 1100OL, 1100OM, 1100ON, 1100OO, 1100OP, 1100OQ, 1100OR, 1100OS, 1100OT, 1100OU, 1100OV, 1100OW, 1100OX, 1100OY, 1100OZ, 1100PA, 1100PB, 1100PC, 1100PD, 1100PE, 1100PF, 1100PG, 1100PH, 1100PI, 1100PJ, 1100PK, 1100PL, 1100PM, 1100PN, 1100PO, 1100PP, 1100PQ, 1100PR, 1100PS, 1100PT, 1100PU, 1100PV, 1100PW, 1100PX, 1100PY, 1100PZ, 1100QA, 1100QB, 1100QC, 1100QD, 1100QE, 1100QF, 1100QG, 1100QH, 1100QI, 1100QJ, 1100QK, 1100QL, 1100QM, 1100QN, 1100QO, 1100QP, 1100QQ, 1100QR, 1100QS, 1100QT, 1100QU, 1100QV, 1100QW, 1100QX, 1100QY, 1100QZ, 1100RA, 1100RB, 1100RC, 1100RD, 1100RE, 1100RF, 1100RG, 1100RH, 1100RI, 1100RJ, 1100RK, 1100RL, 1100RM, 1100RN, 1100RO, 1100RP, 1100RQ, 1100RR, 1100RS, 1100RT, 1100RU, 1100RV, 1100RW, 1100RX, 1100RY, 1100RZ, 1100SA, 1100SB, 1100SC, 1100SD, 1100SE, 1100SF, 1100SG, 1100SH, 1100SI, 1100SJ, 1100SK, 1100SL, 1100SM, 1100SN, 1100SO, 1100SP, 1100SQ, 1100SR, 1100SS, 1100ST, 1100SU, 1100SV, 1100SW, 1100SX, 1100SY, 1100SZ, 1100TA, 1100TB, 1100TC, 1100TD, 1100TE, 1100TF, 1100TG, 1100TH, 1100TI, 1100TJ, 1100TK, 1100TL, 1100TM, 1100TN, 1100TO, 1100TP, 1100TQ, 1100TR, 1100TS, 1100TT, 1100TU, 1100TV, 1100TW, 1100TX, 1100TY, 1100TZ, 1100UA, 1100UB, 1100UC, 1100UD, 1100UE, 1100UF, 1100UG, 1100UH, 1100UI, 1100UJ, 1100UK, 1100UL, 1100UM, 1100UN, 1100UO, 1100UP, 1100UQ, 1100UR, 1100US, 1100UT, 1100UU, 1100UV, 1100UW, 1100UX, 1100UY, 1100UZ, 1100VA, 1100VB, 1100VC, 1100VD, 1100VE, 1100VF, 1100VG, 1100VH, 1100VI, 1100VJ, 1100VK, 1100VL, 1100VM, 1100VN, 1100VO, 1100VP, 1100VQ, 1100VR, 1100VS, 1100VT, 1100VU, 1100VV, 1100VW, 1100VX, 1100VY, 1100VZ, 1100WA, 1100WB, 1100WC, 1100WD, 1100WE, 1100WF, 1100WG, 1100WH, 1100WI, 1100WJ, 1100WK, 1100WL, 1100WM, 1100WN, 1100WO, 1100WP, 1100WQ, 1100WR, 1100WS, 1100WT, 1100WU, 1100WV, 1100WW, 1100WX, 1100WY, 1100WZ, 1100XA, 1100XB, 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NOT FOR
CONSTRUCTION

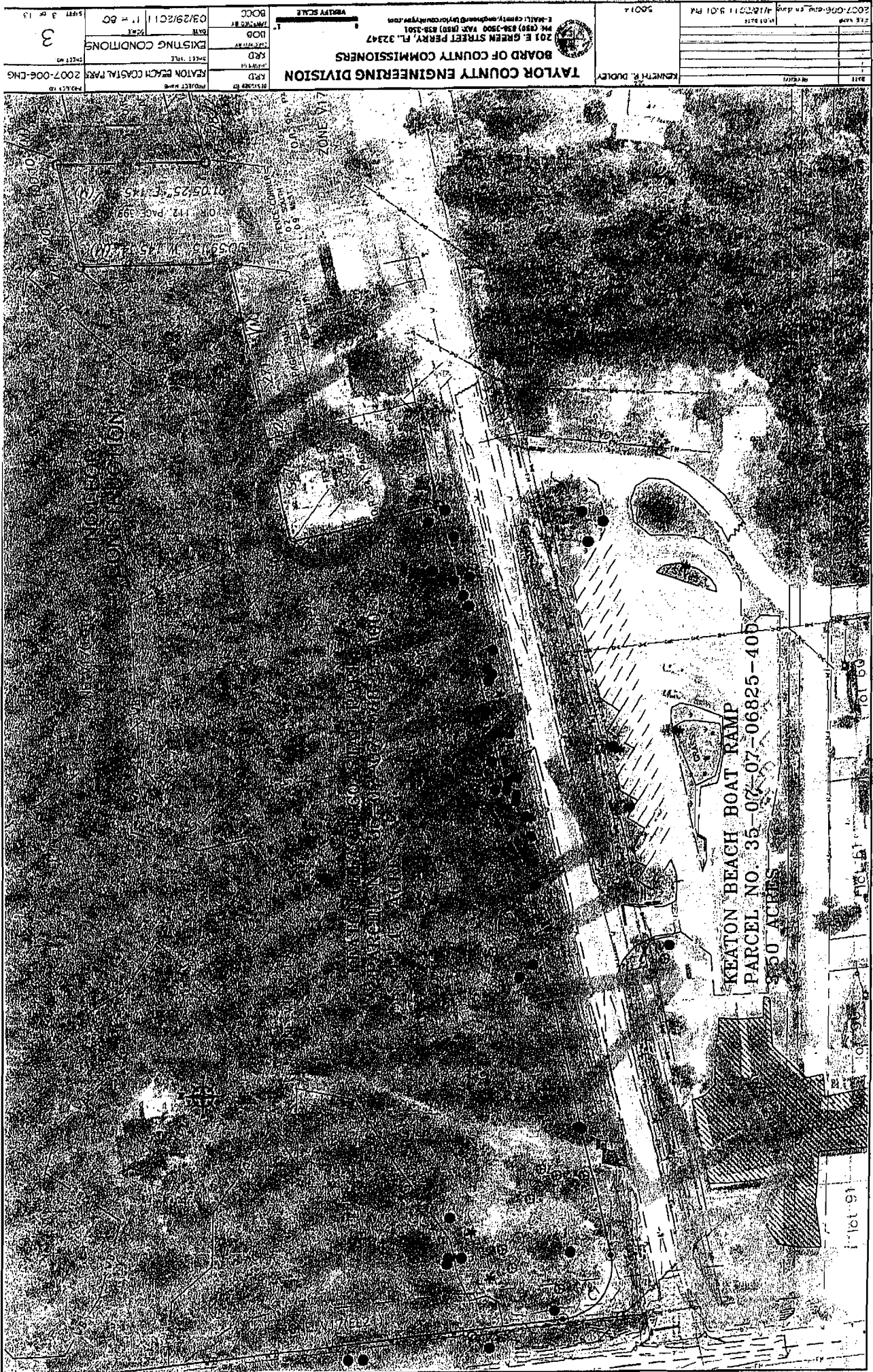
DRAWING LEGEND

- FOUND IRON ROD
- FOUND IRON PIPE
- PHONE PEDESTAL
- WATER METER AND BOX
- EXISTING GAS (OR WATER) VALVE AND BOX
- EXISTING STORMWATER/SANITARY MANHOLE
- EXISTING HYDRANT
- ROADWAY SIGN
- ELECTRIC POWER POLE (SHOWN W/ ANCHOR)
- OVERHEAD ELECTRIC LINE
- △ TRAVERSE POINT (PK NAIL AND CAP)
- EXISTING FENCE
- EXISTING MAILBOX
- TEMPORARY BENCHMARK (ELEV = X.XX')
- SYNTHETIC HAY DALE
- SILT FENCE
- MORTICE FENCE - 2 RAIL
- DEMOLITION AREA
- NEW PAVED AREA
- NEW PERMEABLE PAVERS
- NEW PERFORMANCE TURF, SCD

UTILITY OWNERS:

COMPANY:	UTILITY TYPE:	CONTACT:	TELEPHONE NUMBER:
FLORIDA POWER & LIGHTS	CABLE TELEVISION	CHARLES SUMNER	1-877-211-3358
FLORIDA POWER & LIGHTS	TELEPHONE	RANDY NEWMAN	850-564-0847
FLORIDA POWER & LIGHTS	ELECTRIC	RAY WILLIAMS	850-573-5285
FLORIDA POWER & LIGHTS	SEWER/WATER	DAVID MORGAN, JR. GOODING	850-576-3043

TAYLOR COUNTY ENGINEERING DIVISION		PROJECT NO. 2	
BOARD OF COUNTY COMMISSIONERS		SHEET NO. 2 OF 15	
201 E. GREEN STREET, PERRY, FL 32347		DATE: 03/29/2011	
PH: (850) 838-3380 FAX: (850) 831-3601		SCALE: NTS	
E-MAIL: taylorcountyengineering@taylorcounty.com		PROJECT: 2007-006-ENG	
KIMBERLY R. DUBLEY		DATE: 4/10/2011 5:04 PM	
DATE: 4/10/2011 5:04 PM		SCALE: NTS	



2007-006-ENG, as day 4/18/2011 9:01 PM	20014
KENNETH R. DUDLEY	
TAYLOR COUNTY ENGINEERING DIVISION	
201 E. GREEN STREET PERRY, FL 32347	
E-MAIL: kerry.dudley@taylorcountyfla.gov	
PROJECT NAME: KEATON BEACH COASTAL PARK 2007-006-ENG	
SHEET 3 OF 13	
DATE: 03/29/2011	
SCALE: 1" = 50'	
PROJECT NO. 2007-006-ENG	
EXISTING CONDITIONS	
SHEET 3 OF 13	
DATE: 03/29/2011	
SCALE: 1" = 50'	
PROJECT NO. 2007-006-ENG	





ZONE V17(EL19)

TYPE 1
SLIT FENCE
1,000 LF

NOTE:
DESIGN CONTROL TO MAINTAIN
EXISTING ELEVATION OF 19.00 FT
AT ALL TIMES. ANY CHANGES
TO ELEVATION SHALL BE
NOTED AND APPROVED BY
THE BOARD OF COUNTY
COMMISSIONERS. ANY
CHANGES TO ELEVATION
SHALL BE NOTED AND
APPROVED BY THE BOARD
OF COUNTY COMMISSIONERS.
ANY CHANGES TO ELEVATION
SHALL BE NOTED AND
APPROVED BY THE BOARD
OF COUNTY COMMISSIONERS.

NOT FOR
CONSTRUCTION

PERFORMANCE TURN 500
632 ST

5 CHAIN LINK FENCE

22A, PAGE 27B

FENCE CORNER
0.5 NORTH

ORIGIN PAGE 39B

PERFORMANCE TURN (37)
DISTURBED AREA

TYPE 1
SLIT FENCE
162 LF

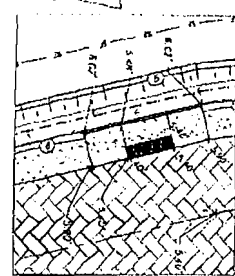
TYPE 1
SLIT FENCE
105 LF

TYPE 1
SLIT FENCE
77 ST

TYPE 1
SLIT FENCE
9 ST

TYPE 1
SLIT FENCE
50 ST

TAYLOR COUNTY ENGINEERING DIVISION BOARD OF COUNTY COMMISSIONERS 201 N. GREEN STREET PERRY, FL 32347 PH: (850) 898-3300 FAX: (850) 898-3301 E-MAIL: county.engineer@taylorcountypa.gov		PROJECT NO. 2007-0016-LNG SHEET NO. 6 DATE 03/29/2011 SCALE 1" = 50'	
DESIGNED BY: KENNETH R. DUDLEY CHECKED BY: [blank] DATE: 4/10/2011 5:01 PM		PROJECT NO. 2007-0016-LNG SHEET NO. 6 DATE 03/29/2011 SCALE 1" = 50'	

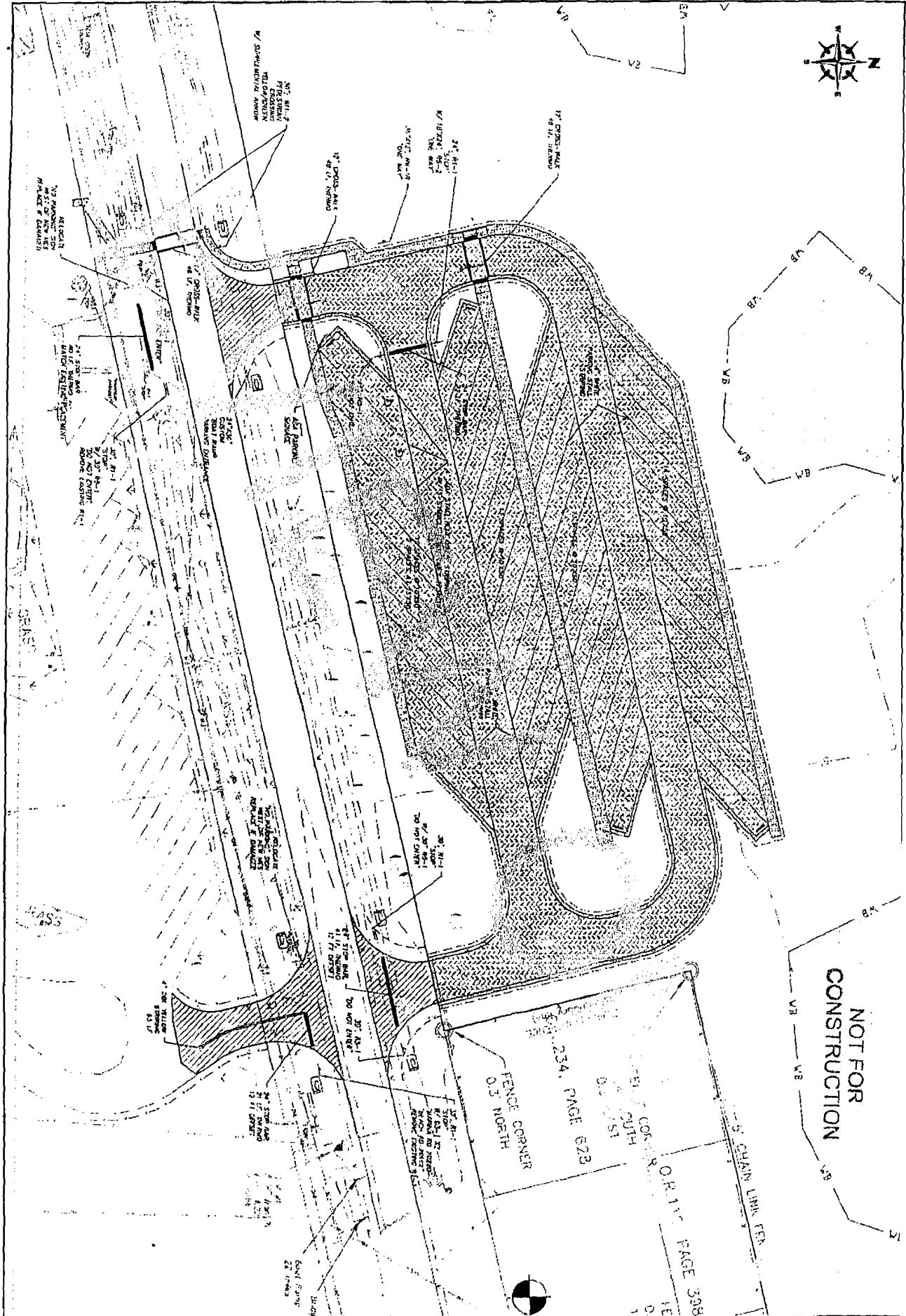


PAGE 628

DATE		PROJECT NO.		PROJECT NAME		PROJECT NO.	
FILE NAME		JOB DATE		DRAWN BY		SCALE	
2007-COG-ENG.dwg		4/18/2011 2:01 PM		JED		1" = 50'	
				CHECKED BY			
				DATE			
				3/29/2011			
				SHEET 7 OF 13			



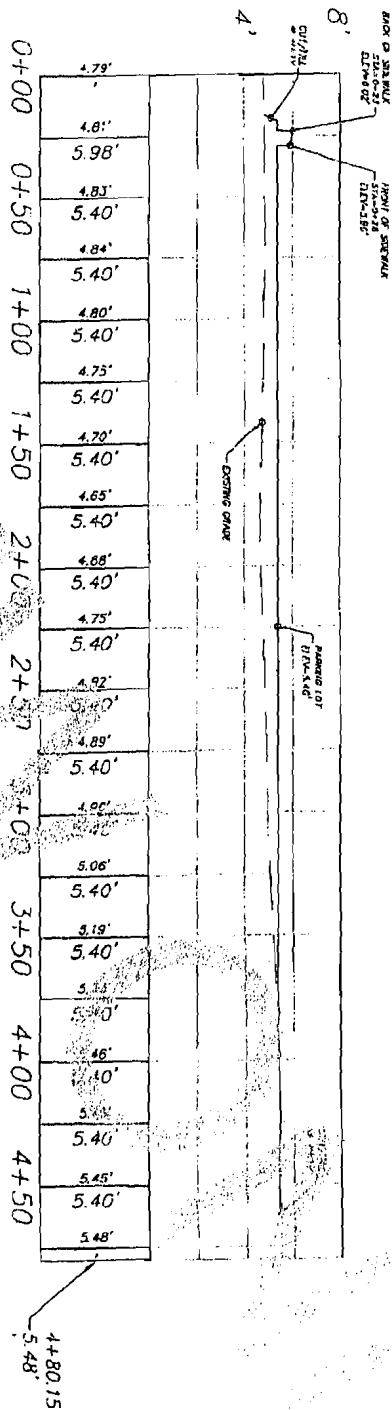
NOT FOR
CONSTRUCTION



DATE: _____		REVISION: _____		KENNETH R. GUDLEY	
TAYLOR COUNTY ENGINEERING DIVISION					
BOARD OF COUNTY COMMISSIONERS					
201 E. GREEN STREET PERRY, FL. 32347					
PH: (850) 838-3800 FAX: (850) 838-3801					
E-MAIL: county_engineering@taylorcounty.com					
FILE NO: 2007-006-eng, on disc		PLOT DATE: 4/10/2011 5:01 PM		SHEET 4	
PROJECT: 2007-006-ENG		SHEET NO: 8		DATE: 8/1/13	
DESIGNED BY: KRD		CHECKED BY: BOB		APPROVED BY: BOCC	
PROJECT NAME: KEATON BEACH COASTAL PARK		SHEET TITLE: SIGNAGE & PAVEMENT MARKINGS		SCALE: 1" = 50'	

Section A-A
DATUM ELEV
0.00

Elevation



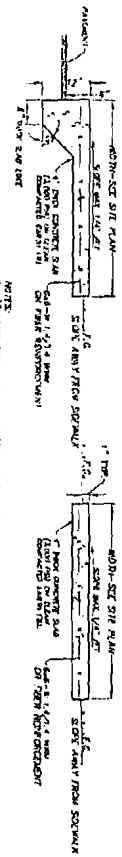
NOT FOR
CONSTRUCTION

PAVING DETAIL

UNI-STONE PAYER DETAIL

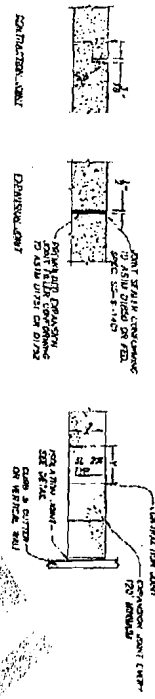
24" RIBBON CURB DETAIL

DATE: 4/16/2011		KENNETH R. OUDLEY		TAYLOR COUNTY ENGINEERING DIVISION		PROJECT NAME: KEATON BEACH COASTAL PARK		PROJECT NO: 2007-006-ENG	
TOWN: 201 E. GREEN STREET PERRY, FL 32347		BOARD OF COUNTY COMMISSIONERS		DESIGNED BY: KRO		CHECKED BY: KRO		SHEET NO: 9	
PHONE: (850) 838-2500 FAX: (850) 838-2501		E-MAIL: countyengineer@taylorcounty.gov		DATE: 03/23/2011		SCALE: NTS		SHEET 9 of 13	
PROJECT: 2007-CO6-ENG		DATE: 4/16/2011 5:01 PM		53014		VERIFY SCALE			

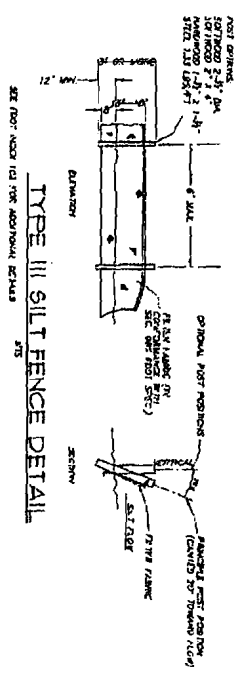


ADJACENT TO PAVEMENT NOT ADJACENT TO PAVEMENT
CONCRETE SIDEWALK DETAILS

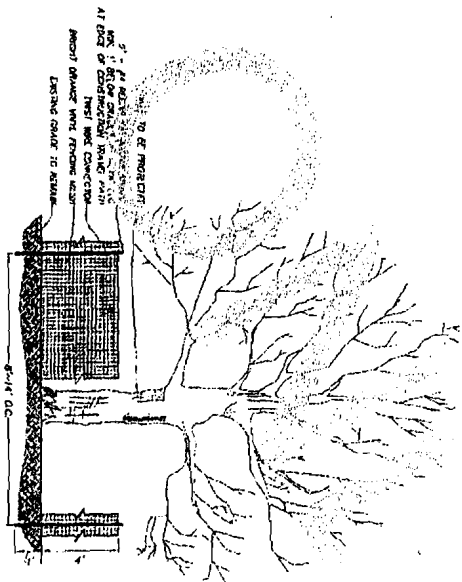
ITEM NO	DESCRIPTION	QUANTITY
1	1" x 12" x 12" OR EQUIV	5
2	1" x 12" x 12" OR EQUIV	8
3	1" x 12" x 12" OR EQUIV	12



SIDEWALK JOINT DETAIL



TREE BARRICADE STAKING



NOT FOR CONSTRUCTION

THE FOLLOWING NARRATIVE OF THE STORM WATER POLLUTION PREVENTION PLAN CONTAINS REFERENCES TO THE FOOT SPECIFICATIONS FOR ROAD AND DRIVE CONSTRUCTION, THE DESIGN STANDARDS AND OTHER SHEETS OF THESE CONSTRUCTION PLANS. THE FIRST SHEET OF THE CONSTRUCTION PLANS (KEY SHEET) CONTAINS AN INDEX TO THE OTHER SHEETS.

THE COMPLETE STORMWATER POLLUTION PREVENTION PLAN INCLUDES SEVERAL ITEMS:

- * THIS NARRATIVE DESCRIPTION,
- * THE DOCUMENTS REFERENCED BY THIS NARRATIVE,
- * THE CONTRACTOR'S APPROVED EROSION AND SEDIMENT CONTROL PLAN AS REQUIRED BY SPECIFICATION SECTION 104,
- * REPORTS OF INSPECTIONS MADE DURING CONSTRUCTION.

1.0 SITE DESCRIPTION:

1.1 THE PROJECT CONSISTS OF RELOCATING MARINA RD AND CONSTRUCTION A PARKING LOT TO SUPPORT THE KEATON BEACH BOAT RAMP FACILITY.

1.2 SEQUENCE OF MAJOR SOIL DISTURBING ACTIVITIES:

IN THE SECTION 104 EROSION CONTROL PLAN, THE CONTRACTOR SHALL PROVIDE A DETAILED SEQUENCE OF CONSTRUCTION ACTIVITIES. THE FOLLOWING IS A LIST OF SOIL DISTURBANCE ACTIVITIES FOR THIS RESURFACING PROJECT:

1. PARTIAL WORK ASSOCIATED WITH PARKING LOT CONSTRUCTION AND ROADWAY RELOCATION.

1.3 AREA ESTIMATES:

TOTAL SITE AREA: 43.45 +/- ACRES
TOTAL AREA TO BE DISTURBED: 3.47 +/- ACRES

1.4 RUNOFF DATA:

RUNOFF COEFFICIENTS:

BEFORE: $C_p = 0.32$
AFTER: $C_p = 0.55$
DURING: VARIES FROM 0.32 TO 0.55

IN THE POST-DEVELOPMENT CONDITION, MOST OF THE RUNOFF DRAINS INTO EITHER THE DITCH OR LOW-LYING AREAS ADJACENT TO THE PROJECT. PRIMARY STORM WATER TREATMENT WILL BE ACCOMPLISHED THROUGH PERMEABLE PAVEMENT AND INFILTRATION AND THE REMAINING WILL BE TRANSPORTED BY THE ROADSIDE DITCHES TO THE NEARBY OUTFALLS.

DUE TO BEING A NEW CONSTRUCTION PROJECT, THE POST-CONSTRUCTION RUNOFF IS GREATER THAN THE PRE-CONSTRUCTION RUNOFF.

1.5 SITE MAP:

THE CONSTRUCTION PLANS ARE BEING USED AS THE SITE MAPS. THE LOCATION OF THE REQUIRED INFORMATION IS DESCRIBED BELOW:

* APPROXIMATE SLOPES: THE SLOPES OF THE SITE CAN BE SEEN IN THE PLAN SHEETS.

* AREAS OF SOIL DISTURBANCE: THE AREAS TO BE DISTURBED ARE LIMITED TO ROADWAY CONSTRUCTION AND DRAINAGE IMPROVEMENTS.

* LOCATION OF TEMPORARY CONTROLS: CONTROLS ARE REQUIRED AT ALL LOW-LYING AREAS AND AREAS ADJACENT TO WETLANDS.

* RECEIVING WATERS: THE MAJORITY OF RUNOFF WILL BE CAPTURED BY THE PERMEABLE PAVEMENT SYSTEM AND ALLOWED TO INFILTRATE INTO THE GROUNDWATER. SOME RUNOFF FROM THE PROJECT AREA DRAINS INTO LOW-LYING AREAS ADJACENT TO THE PROJECT. THESE WILL ALSO INFILTRATE INTO THE GROUNDWATER. THE REMAINING RUNOFF WILL BE CAPTURED BY THE ROADSIDE DITCHES AND THE NEARBY KEATON CANAL.

2.0 CONTROLS:

EROSION AND SEDIMENT CONTROLS:

ALL STRUCTURAL STABILIZATION SHALL BE COMPLETED PRIOR TO CONSTRUCTION ACTIVITIES THAT EITHER DIRECTLY OR INDIRECTLY DISTURB SENSITIVE AREAS. STABILIZATION PRACTICES SHALL BE INITIATED AS SOON AS PRACTICAL AT LOCATIONS WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED, BUT IN ANY CASE THEY SHALL BE INITIATED WITHIN SEVEN (7) DAYS. THE CONTRACTOR SHALL MAINTAIN AND TEMPORARILY STABILIZE WITH SOIL WITHIN 24 HOURS OF COMPLETION OF THE CURB, GROUND FOR BOX CULVERTS OR BOX CULVERT EXITS, AND FOR DRAINAGE STRUCTURE INTERSECTIONS.

2.1 MAINTENANCE OF THE DISTURBED AREAS IS RESPONSIBLE IF IN ACCORDANCE WITH CONSTRUCTION ACTIVITY, STABILIZATION SHALL BE INITIATED WITHIN SEVEN (7) DAYS. PRE-CONSTRUCTED PRACTICES SHALL BE APPROVED BY THE PROJECT ENGINEER. A STAKED SALT FENCE MAY BE SUBSTITUTED FOR SYNTHETIC BALES IF APPROVED BY THE ENGINEER.

2.2 STABILIZATION PRACTICES:

THE DISTURBED AREAS OF THE REMOVED SHOULDERS SHALL BE STABILIZED WITH SEEDING AND MULCHING. PERMANENT SEEDING AND GRASSING SHALL BE PLACED UNLESS DIRECTED OTHERWISE. SOIL THAT IS PLACED ON 1:1 OR GREATER SHALL BE PEGGED.

CULVERT END TREATMENTS SHALL BE SODDED IMMEDIATELY AFTER THEY ARE COMPLETED. SODDING SHALL BE PLACED IN ACCORDANCE WITH INDEX NOS. 272, 273 & 281 AND SPECIFICATION SECTIONS 104 AND 570.

IN THE SECTION 104 EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE STABILIZATION PRACTICES PROPOSED TO CONTROL EROSION.

ALL STABILIZATION PRACTICES SHALL BE INITIATED BY THE CONTRACTOR AS SOON AS PRACTICAL IN AREAS OF THE JOB WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY STOPPED, BUT IN ANY CASE SHALL THE DISTURBED AREA BE LEFT UNPROTECTED FOR MORE THAN SEVEN (7) DAYS.

2.2 STRUCTURAL PRACTICES:

IN THE SECTION 104 EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE PROPOSED STRUCTURAL PRACTICES TO CONTROL OR TRAP SEDIMENT AND OTHERWISE PREVENT THE DISCHARGE OF POLLUTANTS FROM EXPOSED AREAS OF THE SITE. SEDIMENT CONTROLS SHALL BE IN PLACE BEFORE DISTURBING SOIL UPSTREAM OF THE CONTROL. THE STRUCTURAL PRACTICES SHALL INCLUDE AT LEAST THE FOLLOWING UNLESS OTHERWISE APPROVED BY THE COUNTY ENGINEERING DIVISION TEMPORARILY:

* SYNTHETIC BALES SHALL COMPLY WITH THE STANDARD INDEX 102 AND SPECIFICATION SECTION 104.

* SYNTHETIC BALE DITCH BLOCKS SHALL BE PLACED IMMEDIATELY UPSTREAM (10 FT OR LESS) OF ALL SIDE DRAINS IN DISTURBED AREAS.

* SYNTHETIC BALE DITCH BLOCKS PARALLEL TO THE ROADWAY ALONG DITCHES, AS SHOWN IN THE PLANS OR AS REQUIRED BY THE SPECIFICATIONS, SHALL BE SUPPLEMENTED WITH ADDITIONAL BALES IF ADDITIONAL SEASONAL WET AREAS HAVE BEEN ENCOUNTERED DURING CONSTRUCTION.

* SYNTHETIC BALE DITCH BLOCKS SHALL BE PLACED EVERY 300 FT ALONG ALL ROADSIDE DITCHES IN DISTURBED AREAS.

* SILT FENCE IN ACCORDANCE WITH DESIGN STANDARD 102 AND SECTION 104, SPECIFICATIONS.

* PERMANENT: SOO, SEED AND MULCH

2.3 STORMWATER MANAGEMENT: EXISTING ROADSIDE DITCHES WILL BE UTILIZED TO CONVEY RUNOFF TO EXISTING OUTFALLS. THE SILT FENCE SHALL BE USED AT CROSS DRAINS.

2.4 OTHER CONTROLS:

2.4.1 WASTE DISPOSAL:

ALL WASTE GENERATED ON THE PROJECT SHALL BE DISPOSED OF BY THE CONTRACTOR IN AREAS PROVIDED BY HIM. THE PROPOSED METHOD SHALL INCLUDE AT LEAST THE FOLLOWING:

* NO CONSTRUCTION WASTE WILL BE STORED ON SITE AND MUST BE DISPOSED OF LEGALLY.

* PROVIDING UTILITY CONTROL AND COLLECTION WITHIN THE PROJECT LIMITS DURING CONSTRUCTION ACTIVITIES.

* DISPOSAL OF ALL FERTILIZER OR OTHER CHEMICAL CONTAINERS ACCORDING TO EPA'S SPILLING PRACTICES AS DETAILED BY THE SUPPLIER.

2.4.2 OFFSITE VEHICLE TRACKING AND DUST CONTROL:

IN THE SECTION 104 EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE PROPOSED METHODS FOR TRACKING THE OFFSITE VEHICLE TRACKING OF SEDIMENTS, AND GENERATING DUST. THE PROPOSED METHODS SHALL INCLUDE AT LEAST THE FOLLOWING UNLESS OTHERWISE APPROVED BY THE COUNTY ENGINEERING DIVISION:

* MAINTAIN ROADS IMPROVED FOR DUST CONTROL.

* CLEANING LOADING AREAS WITH TARPULINS.

* REMOVING EXCESS DIRT FROM ROADS DAILY.

* STAKE AND CONSTRUCTION ENTRANCES ACCORDING TO DESIGN STANDARD 106.

* USING HIGHWAY SWEEPERS DURING DUST GENERATING ACTIVITIES SUCH AS MILLING, EXCAVATION, AND RESURFACING OPERATIONS.

2.4.3 STATE AND LOCAL REGULATIONS FOR WASTE DISPOSAL, SANITARY SEWER OR SEPTIC TANK REGULATION:

IN THE SECTION 104 EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE PROPOSED PROCEDURES TO COMPLY WITH APPLICABLE STATES AND LOCAL REGULATIONS FOR WASTE DISPOSAL, AND SANITARY SEWER OR SEPTIC SYSTEM.

2.4.4 FERTILIZERS AND PESTICIDES:

IN THE SECTION 104 EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE PROCEDURES FOR APPLYING FERTILIZERS AND PESTICIDES. THE PROPOSED PROCEDURES SHALL COMPLY WITH APPLICABLE SUBSECTIONS OF EITHER SECTION 570 OR 577 OF THE SPECIFICATIONS.

2.4.5 TOXIC SUBSTANCES:

IN THE SECTION 104 EROSION CONTROL PLAN, THE CONTRACTOR SHALL PROVIDE A LIST OF TOXIC SUBSTANCES THAT ARE LIKELY TO BE USED ON THE JOB AND PROVIDE A PLAN ADDRESSING THE GENERATION, APPLICATION, STORAGE, AND DISPOSAL OF THESE SUBSTANCES.

2.4.6 APPROVED STATE AND LOCAL PLANS AND PERMITS:

THIS PROJECT SHALL COMPLY WITH ALL WATER QUALITY STANDARDS.

3.0 MAINTENANCE:

IN THE SECTION 104 EROSION CONTROL PLAN, THE CONTRACTOR SHALL PROVIDE A PLAN FOR MAINTAINING ALL EROSION CONTROLS THROUGHOUT CONSTRUCTION. THE MAINTENANCE PLAN SHALL AT A MINIMUM COMPLY WITH THE FOLLOWING:

- * SILT FENCE: MAINTAIN PER SECTION 104, SPECIFICATIONS. THE CONTRACTOR SHALL REMOVE THE SILT FENCE ON 12 MONTH INTERVALS IF DETERMINED NECESSARY BY THE ENGINEER.
- * SYNTHETIC BALES: WASH OUT AND REMOVE SEDIMENT DEPOSITS WHEN THE DEPOSITS REACH 1/2 THE HEIGHT OF THE REUSABLE SYNTHETIC BALE OR WHEN WATER LEVELS IN THE DITCHES BY THE ENGINEER.
- * STAKED TURBIDITY BARRIER: MAINTAIN PER SECTION 104, SPECIFICATIONS.

4.0 INSPECTIONS:

QUALIFIED PERSONNEL SHALL INSPECT THE FOLLOWING AREAS AT LEAST ONCE EVERY SEVEN CALENDAR DAYS AND WITHIN 24 HOURS OF THE END OF A STORM THAT IS ONE INCHES OR GREATER. TO COMPLY WITH THE CONTRACTOR SHALL INSTALL AND MAINTAIN RECORDS AND RECORD THE DAILY INSPECTIONS. THE CONTRACTOR SHALL ALSO INSPECT THE CONTROLS INSTALLED IN THE FIELD AGAINST THE LATEST STORMWATER POLLUTION PREVENTION PLAN.

- * AREAS USED FOR STORAGE OF MATERIALS THAT ARE EXPOSED TO PRECIPITATION
- * DISTURBED AREAS OF THE SITE THAT HAVE NOT BEEN PERMANENTLY STABILIZED
- * STRUCTURAL CONTROL (SILT FENCE, TURBIDITY BARRIER AND STRAW BALES)
- * POINTS OF DISCHARGE TO THE WATER OF THE UNITED STATES
- * LOCATIONS WHERE VEHICLES ENTER OR EXIT THE SITE

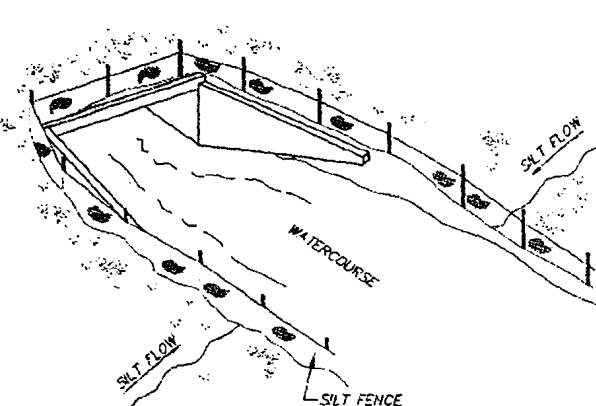
THE CONTRACTOR SHALL INITIATE REPAIRS WITHIN 24 HOURS OF INSPECTIONS THAT INDICATE ITEMS ARE NOT IN GOOD WORKING ORDER.

IF INSPECTION INDICATES THAT THE INSTALLED STABILIZATION AND STRUCTURAL PRACTICES ARE NOT SUFFICIENT TO MINIMIZE EROSION, RETAIN SEDIMENT AND PREVENT DISCHARGING POLLUTANTS, THE CONTRACTOR SHALL PROVIDE ADDITIONAL MEASURES, AS APPROVED BY THE ENGINEER.

5.0 NON-STORMWATER DISCHARGES:

IN THE SECTION 104 EROSION CONTROL PLAN, THE CONTRACTOR SHALL IDENTIFY ALL ANTICIPATED NON-STORMWATER DISCHARGES (EXCEPT FLOWS FROM FIRE FIGHTING ACTIVITIES). THE CONTRACTOR SHALL DESCRIBE THE PROPOSED MEASURES TO PREVENT POLLUTION OF THESE NON-STORMWATER DISCHARGES. IF THE CONTRACTOR ENCOUNTERS CONTAMINATED SOIL OR GROUNDWATER, CONTACT TAYLOR COUNTY ENGINEERING DIVISION AT (850) 838-3500 OR TAYLOR COUNTY EMERGENCY MANAGEMENT AT (850) 838-3575.

SILT FENCE APPLICATION AT CROSS DRAIN EXTENSIONS & BRIDGES

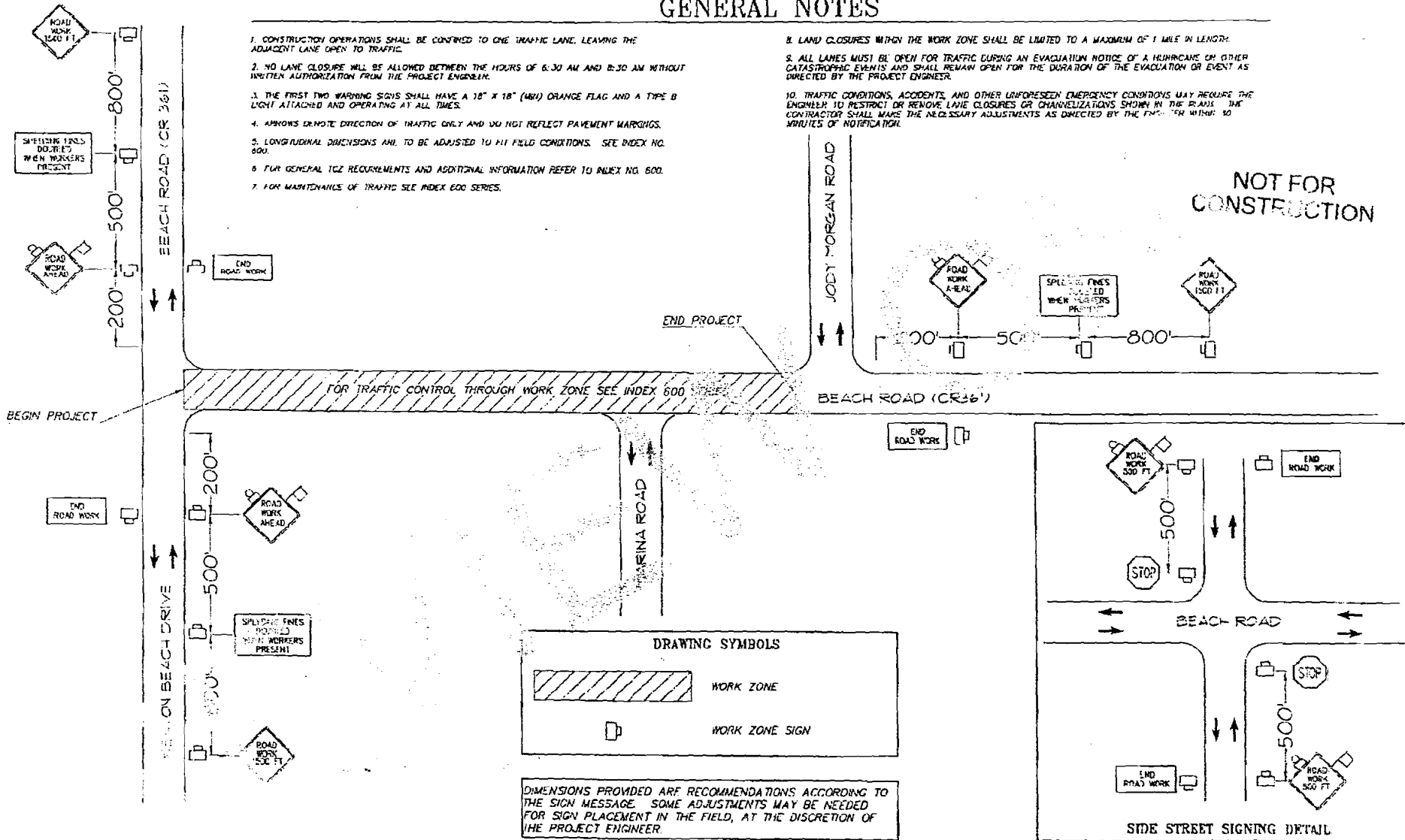


PROJECT NO. 2007-006-ENG		DATE 03/29/2011	
PROJECT NAME KEATON BEACH COASTAL PARK		SCALE N.T.S.	
PROJECT LOCATION 101 E. GREEN STREET PERRY, FL 32247		PROJECT TYPE SWPPP PLAN	
PROJECT OWNER TAYLOR COUNTY ENGINEERING DIVISION		PROJECT NO. SWPPP-1	
PROJECT ENGINEER KATHLEEN L. DUBLET		PROJECT DATE 03/29/2011	
PROJECT NO. 2007-006-ENG		PROJECT NO. 2007-006-ENG	

GENERAL NOTES

1. CONSTRUCTION OPERATIONS SHALL BE CONFINED TO ONE TRAFFIC LANE, LEAVING THE ADJACENT LANE OPEN TO TRAFFIC.
2. NO LANE CLOSURE WILL BE ALLOWED BETWEEN THE HOURS OF 6:30 AM AND 8:30 AM WITHOUT WRITTEN AUTHORIZATION FROM THE PROJECT ENGINEER.
3. THE FIRST TWO WARNING SIGNS SHALL HAVE A 18" X 18" (MIN) ORANGE FLAG AND A TYPE B LIGHT ATTACHED AND OPERATING AT ALL TIMES.
4. ARROWS INDICATE DIRECTION OF TRAFFIC ONLY AND DO NOT REFLECT PAVEMENT MARKINGS.
5. LONGITUDINAL DIMENSIONS ARE TO BE ADJUSTED TO FIT FIELD CONDITIONS. SEE INDEX NO. 600.
6. FOR GENERAL TCE REQUIREMENTS AND ADDITIONAL INFORMATION REFER TO INDEX NO. 600.
7. FOR MAINTENANCE OF TRAFFIC SEE INDEX 600 SERIES.

8. LANE CLOSURES WITHIN THE WORK ZONE SHALL BE LIMITED TO A MAXIMUM OF 1 MILE IN LENGTH.
9. ALL LANES MUST BE OPEN FOR TRAFFIC DURING AN EVACUATION NOTICE OF A HURRICANE OR OTHER CATASTROPHIC EVENTS AND SHALL REMAIN OPEN FOR THE DURATION OF THE EVACUATION OR EVENT AS DIRECTED BY THE PROJECT ENGINEER.
10. TRAFFIC CONDITIONS, ACCIDENTS, AND OTHER UNFORESEEN EMERGENCY CONDITIONS MAY REQUIRE THE ENGINEER TO RESTRICT OR REMOVE LANE CLOSURES OR CHANNELIZATIONS SHOWN IN THE PLANS. THE CONTRACTOR SHALL MAKE THE NECESSARY ADJUSTMENTS AS DIRECTED BY THE ENGINEER WITHIN 30 MINUTES OF NOTIFICATION.



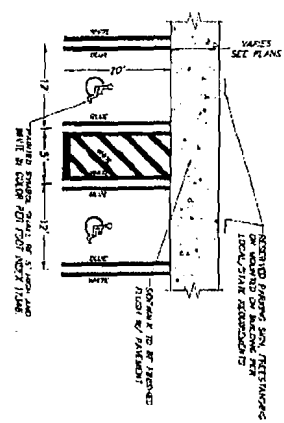
DIMENSIONS PROVIDED ARE RECOMMENDATIONS ACCORDING TO THE SIGN MESSAGE. SOME ADJUSTMENTS MAY BE NEEDED FOR SIGN PLACEMENT IN THE FIELD, AT THE DISCRETION OF THE PROJECT ENGINEER.

PROJECT NO.		SECTION		DATE	
2007-006-ENG		BEACH ROAD (CR 361)		03/25/07	
PROJECT TITLE		TRAFFIC CONTROL		SHEET 12 OF 13	
DESIGNED BY		CHECKED BY		DATE	
KNU		KNU		03/25/07	
DRAWN BY		CHECKED BY		DATE	
KNU		KNU		03/25/07	
PROJECT NO.		SECTION		DATE	
2007-006-ENG		BEACH ROAD (CR 361)		03/25/07	
PROJECT TITLE		TRAFFIC CONTROL		SHEET 12 OF 13	
DESIGNED BY		CHECKED BY		DATE	
KNU		KNU		03/25/07	
DRAWN BY		CHECKED BY		DATE	
KNU		KNU		03/25/07	

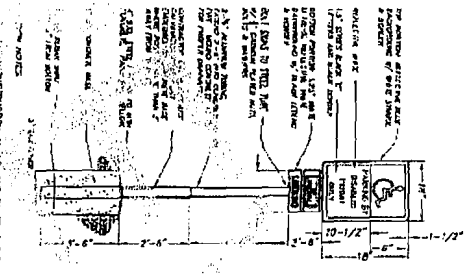
TAYLOR COUNTY ENGINEERING DIVISION
BOARD OF COUNTY COMMISSIONERS
 201 E. GREEN STREET, PERRY, FL 32047
 PH (904) 281-3500 FAX (904) 281-3501
 E-MAIL: County Engineer@taylorcounty.com

DATE 03/25/07
BY KNU
SCALE 1" = 50' H.P.

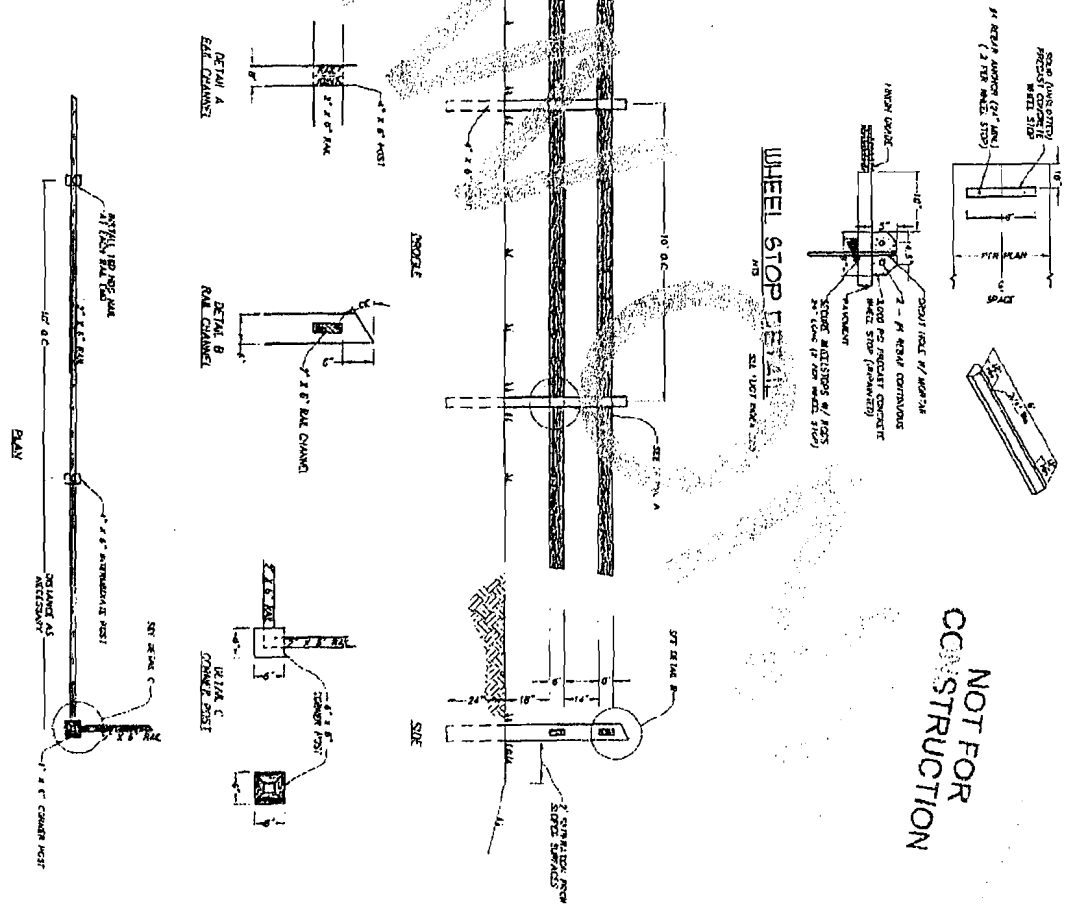
HANDICAP PARKING & RAMP DETAIL



TYPICAL HC PARKING SIGN



WOOD MORTISE FENCING - PRIDE ENTERPRISES



NOT FOR
CONSTRUCTION

DATE: _____ PERSON: _____ PROJECT NO: 2007-006-ENG		TAYLOR COUNTY ENGINEERING DIVISION BOARD OF COUNTY COMMISSIONERS 201 S. GREEN STREET PERRY, FL 32347 PH: (850) 836-3500 FAX: (850) 836-3501 E-MAIL: county.engineer@taylorcountygov.com		PROJECT NAME: KEATON BEACH COASTAL PARK SHEET TITLE: DETAIL SHEET DATE: 03/23/2011 SCALE: 1/8" = 1'-0"		PROJECT NO: 2007-006-ENG SHEET NO: 11 DRAWN BY: BOCC CHECKED BY: BOCC	
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TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to review and approve grant application, allocation approval letter, and Equal Employment Opportunity Plan (EEOP) Certification Form for the 2012-2013 FDLE Edward Byrne Memorial Justice Assistance Grant (JAG) Program.

MEETING DATE REQUESTED:

July 2, 2012

Statement of Issue: Board to approve grant application, allocation approval letter, and EEOP Certification Form for the 2012-2013 funding cycle of the FDLE JAG grant program. The County has been the lead administrator of this grant for several years on behalf of the Sheriff's Department. **PLEASE NOTE CHANGES TO THE 2012-2013 GRANT APPLICATION, ALLOCATION, AND REPORTING IN SUPPLEMENTAL MATERIAL/ ISSUE ANALYSIS BELOW.**

Recommended Action: Approve grant application, allocation letter, and EEOP Certification Form.

Fiscal Impact: The Sheriff's Department will be submitting application and requesting \$22,820.50. No cash match is required. The City of Perry will be submitting application and requesting \$22,820.50. The City will be submitting their own grant application and be responsible for their reporting.

Budgeted Expense: Y/N Not applicable. No match required.

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: For at least the past twelve years, the County has been the lead administrator for the Sheriff's Department on the FDLE JAG Program grant. The funds have been used for the Drug Eradication Task Force. The Sheriff's Department has worked closely with the City of Perry administering these grant funds and the Drug eradication Task Force. Taylor County is eligible for a total amount of \$45,641 through the 2012-2013 FDLE JAG Grant Program. The City of Perry has requested to the State FDLE offices, and the Sheriff's Department these funds be divided between the two entities. **The City of Perry will be**

responsible for their own grant application, program administration, and all reporting associated with the grant. The Sheriff's Office will use the grant funds received on their behalf for the Drug Eradication Task Force for equipment and salaries. Danny Parker from the Sheriff's Department assists with the administration of this grant.

Attachments: Grant application, allocation letter, and EEOP Certification Form



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

July 2, 2012

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

Dear Mr. Wilder,

In compliance with State of Florida Rule 11 D-9 F.A.C. Taylor County Board of County Commissioners approves the distribution for \$45,641.00 (total allocation available) of Federal Fiscal Year 2012-2013 for the Edward Bryne Memorial Grant / Justice Assistance Grant (JAG) program funds for the following projects within Taylor County.

<u>Sub grantee</u> <u>City or County</u>	<u>Title of Project</u> <u>Taylor County</u>	<u>Dollar Amount</u> <u>(Federal Funds)</u>
Taylor County	Taylor County Eradication Task Force	\$22,820.50
City of Perry	Perry Unified Task Force	\$22,820.50

Sincerely,

Patricia Patterson Chairperson
Taylor County Board of Commissioners

Forest Capital of the South

CERTIFICATION FORM

Recipient Name and Address: Taylor County Board of Commissioners
Grant Title: Taylor County Drug Eradication Grant Number: 2013-JAGC-1948 Award Amount: \$45,641
Contact Person Name and Title: Ron Rice, Captain Phone Number: (850) 838-3505

Federal regulations require recipients of financial assistance from the Office of Justice Programs (OJP), its component agencies, and the Office of Community Oriented Policing Services (COPS) to prepare, maintain on file, submit to OJP for review, and implement an Equal Employment Opportunity Plan (EEOP) in accordance with 28 C.F.R §§ 42.301-.308. The regulations exempt some recipients from all of the EEOP requirements. Other recipients, according to the regulations, must prepare, maintain on file and implement an EEOP, but they do not need to submit the EEOP to OJP for review. Recipients that claim a complete exemption from the EEOP requirement must complete **Section A** below. Recipients that claim the limited exemption from the submission requirement, must complete **Section B** below. **A recipient should complete either Section A or Section B, not both.** If a recipient receives multiple OJP or COPS grants, please complete a form for each grant, ensuring that any EEOP recipient certifies as completed and on file (if applicable) has been prepared within two years of the latest grant. Please send the completed form(s) to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7th Street, N.W., Washington, D.C. 20531. For assistance in completing this form, please call (202)307-0690 or TTY (202) 307-2027.

Section A- Declaration Claiming Complete Exemption from the EEOP Requirement. Please check all the boxes that apply.

- | | |
|--|---|
| <input type="checkbox"/> Recipient has less than 50 employees, | <input type="checkbox"/> Recipient is an Indian tribe, |
| <input type="checkbox"/> Recipient is a non-profit organization, | <input type="checkbox"/> Recipient is an educational institution, or |
| <input type="checkbox"/> Recipient is a medical institution, | <input type="checkbox"/> Recipient is receiving an award less than \$25,000 |

I, _____ [responsible official], certify that _____ [recipient] is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R §42.302. I further certify that _____ [recipient] will comply with applicable Federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Print or type Name and Title	Signature	Date
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Section B- Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review.

If a recipient agency has 50 or more employees and is receiving a single award or subaward for \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEOP to OJP for review as long as it certifies the following (42 C.F.R. § 42.305):

I, Patricia Patterson [responsible official], certify that the Taylor County Board of Commissioners [recipient], which has 50 or more employees and is receiving a single award or subaward for \$25,000 or more, but less than \$500,000, has formulated an EEOP in accordance with 28 CFR §42.301, *et seq.*, subpart E. I further certify that the EEOP has been formulated and signed into effect within the past two years by the proper authority and that it is available for review. The EEOP is on file in the office of: County Administrator [organization], at 201 E. Green Street, Perry, FL 32347 [address], for review by the public and employees or for review or audit by officials of the relevant state planning agency or the Office for Civil Rights, Office of Justice Programs, U. S. Department of Justice, as required by relevant laws and regulations.

Patricia Patterson, Chairman		
Print or type Name and Title	Signature	Date

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 1: Administration

Subgrant Recipient

Organization Name: Taylor County Board of Commissioners

County: Taylor

Chief Official

Name: Patricia Patterson
Title: Chairman
Address: 108 North Jefferson Street
Suite 102
City: Perry
State: FL **Zip:** 32347
Phone: 850-838-3500 **Ext:**
Fax:
Email: ppatterson@taylorcountygov.com

Chief Financial Officer

Name: Annie Murphy
Title: Clerk of the Court
Address: Post Office Box 620
City: Perry
State: FL **Zip:** 32348
Phone: 850-838-3506 **Ext:**
Fax: 850-838-3549
Email: cmock@taylorclerk.com

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 1: Administration

Implementing Agency

Organization Name: Taylor County Sheriff's Office

County: Taylor

Chief Official

Name: L.E. Williams

Title: Sheriff

Address: 108 North Jefferson Street
Suite 103

City: Perry

State: FL **Zip:** 32347-3252

Phone: 850-584-4225 **Ext:**

Fax: 850-584-7016

Email: ellisondm@flcjn.net

Project Director

Name: Ron Rice

Title: Chief Investigator

Address: 108 North Jefferson Street
Suite 103

City: Perry

State: FL **Zip:** 32347

Phone: 850-838-3505 **Ext:**

Fax: 850-838-3527

Email: ricer@flcjn.net

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 2: Project Overview

General Project Information

Project Title: TAYLOR COUNTY DRUG ERADICATION TASK FORCE
Subgrant Recipient: Taylor County Board of Commissioners
Implementing Agency: Taylor County Sheriff's Office
Project Start Date: 10/1/2012 **End Date:** 9/30/2013

Problem Identification

In 1992, The Taylor County Sheriff's Office initiated the Taylor County Drug Eradication Task Force to combat the continual drug problems in Taylor County. This was made possible by federal funding.

The Drug Task Force operates within the 1,052 square mile area-encompassing Taylor County. Taylor County's large area of woodlands makes it a prime area to manufacture cannabis. The County also has many traversable waterways including the Fenholloway River, Econfina River, Spring Warrior, Aucilla River and the Gulf of Mexico coastline. Additionally, it is believed that waterways are being used to transport marijuana and other controlled substances in Taylor County.

Past investigations have netted crops ranging from 100 to 2,500 marijuana plants per site. Many man-hours were spent on surveillance and organizations of eradication teams on these crops with a limited number of arrests occurring due to the lack of needed personnel. Aerial cannabis eradication operations are limited due to the unavailability of aircraft and funding. Additional resources are being sought to assist in these areas.

Inclement weather, wildfires, and successful eradication efforts in 1996-1997 significantly decreased crop numbers. Although outdoor grow activity declined in Taylor County after 1997, intelligence information indicates an increase not only in the number of indoor grow operations but also in outdoor cannabis crops, especially in heavily wooded areas as well as leased hunting lands. Investigations will be initiated to target and curtail both indoor and outdoor grow activities.

Taylor County continues to have problems with habitual offenders who are in the market of selling crack cocaine. Significant increases in the number of burglaries, thefts, and other drug related crimes can be directly related to the crack epidemic. The drug task force has, in the past couple of years, received numerous complaints from residents in and around small churches concerning crack cocaine sales in these neighborhoods and took immediate action to correct and curtail this activity.

Many man-hours of surveillance and buy operations are conducted to minimize the amount of cocaine being transported in and out of the city and many mid-to-upper level dealers have been incarcerated due to these efforts. However, due to the multi-tier levels of these drug operatives, what were once low-to mid-level dealers, primarily juveniles, have stepped up operations and are now taking the place of those dealers who have been incarcerated.

Although crack cocaine, cannabis and pharmaceutical are the primary drugs of choice for users in Taylor County, investigations have netted drug dealers responsible for introducing Extasy and Crystal Methamphetamine to the area. Confidential informants

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 2: Project Overview

have been instrumental in locating clandestine labs used to manufacture crystal methamphetamines and drug investigators are seeing a significant increases in sales and distribution of this drug.

Investigative techniques continually change because local dealers are becoming more educated in law enforcement investigation techniques. Through many drug investigations and arrests, a large number of street dealers have been identified as being able to monitor the movement of law enforcement units through the County, hindering the crackdown of both street and homegrown operations.

Project Summary (Scope of Work)

The Taylor County Sheriff's Office has staff and resources to form the Taylor County Drug Eradication Task Force. The County Drug Investigator and the City Investigator are responsible for overseeing all drug related operations involving the Task Force, to include but not limited to, organizing surveillance, gathering confidential information, requesting search warrants, and compiling data to determine drug operations and techniques. Together they work directly with undercover agents and other agency personnel to accomplish their mission.

The Task Force organizes and maintains confidential source files which include paying for information and working with confidential informants. The Task Force concentrates on the eradication of crack and powder cocaine, cannabis, and pharmaceutical drugs any other controlled substance covered under Florida Statue 893. The investigators conduct eradication investigations, which include undercover surveillance, aerial surveillance of cannabis plots, and coastal interdiction. Assistance is provided by the Florida Department of Law Enforcement, The Bureau of Alcohol, Tobacco and Firearms, and the Florida Fish and Wildlife Conservation Commission. The Task Force also conducts investigations targeting street-level, mid-level and high-level drug dealing.

Information gathered by both agencies is compiled, entered onto the computer, and investigations initiated on how informants, dealers, and other acquaintances tie in together to determine if there is any organizational structure to the operations in the area.

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 2: Project Overview

Section Questions:

Question: Does the Subgrantee receive a single grant in the amount of \$500,000 or more from the U.S. Department of Justice?

Answer: No

Question: Does the Implementing Agency receive a single grant in the amount of \$500,000 or more from the U.S. Department of Justice?

Answer: No

Question: Part 1: In your business or organization's preceding completed fiscal year, did your business or organization (the subgrantee) receive (1) 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements? If yes, answer "yes" or "no" to Part 2, below.

Answer: No

Question: Part 2: Does the public have access to information about the compensation of the executives in your business or organization (the subgrantee) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? If answer to Part 1, above, was "no," answer N/A.

Answer: N/A

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 3: Performance

General Performance Info:

Performance Reporting Frequency: Quarterly

Federal Purpose Area: 001 - Law Enforcement Programs

State Purpose Area: A - Accomplishments: Includes any accomplishments during the reporting period.

Activity Description

Activity: Marijuana Eradication
Target Group: Drug Offenders
Geographic Area: Rural
Location Type: County-Wide

Objectives and Measures

Objective: A1 - Report on program accomplishments

Measure: Part 1

Please briefly describe what your program's accomplishments will be. Please include any benefits or changes to be observed as a result of JAG-funded activities, such as program completion, or changes in attitudes, skills, knowledge, or conditions. [500-character limit]

Goal: To overseeing all drug related operations involving the surveillance, gathering confidential information and compiling data to determine drug operations, which include eradication investigations, undercover surveillance.

Objective: A2 - Report on usage of crimesolutions.gov Website

Measure: Part 1

Will you be using the crimesolutions.gov website?

Goal: Yes

State Purpose Area: B - Training: Activities where transferring of skills and knowledge occurs, including training by the organization of its own staff, training by the organization of individuals from other organizations, or training of the organization's staff by others.

Activity Description

Activity: Training
Target Group: Training
Geographic Area: Rural
Location Type: County-Wide

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 3: Performance

Objectives and Measures

Objective: B1 - Report on JAG funding allocated for training

Measure: Part 1

How much JAG funding has been allocated for training? This includes sending staff to training and training sponsored by the JAG-funded agency. Please report in dollars (\$).

Goal: \$1,200.00

Objective: B2 - Provide Training

Measure: Part 1

Number of individuals within your organization who will receive training. This includes training to be received by individuals within your organization and to be provided by your organization. Trainings may be held within or outside of your organization. Report the total number of individuals to be trained, not the number of trainings he or she will attend. Only report each individual once.

Goal: 2

Measure: Part 2

Number of individuals outside of your organization whom you will provide training for. This includes training to be received by individuals within your organization and to be provided by your organization. Trainings may be held within or outside of your organization. Report the total number of individuals to be trained, not the number of trainings he or she will attend. Only report each individual once.

Goal: 0

Objective: B5 - Complete Training Hours

Measure: Part 1

How many training hours will be completed by individuals within your organization? This includes training completed by individuals within your organization and provided to individuals outside the organization.

Goal: 40

Measure: Part 2

How many training hours will be provided to individuals outside of the organization?

Goal: 0

State Purpose Area: D - Personnel: Includes activities where individuals are hired, maintained, or paid overtime.

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 3: Performance

Activity Description

Activity: Personnel
Target Group: Personnel
Geographic Area: Rural
Location Type: County-Wide

Objectives and Measures

Objective: D1 - Report on JAG funding allocated for personnel

Measure: Part 1
How much JAG funding has been allocated for personnel? Please report in dollars (\$).
Goal: \$3,183.85

Objective: D4 - Pay overtime hours with JAG funds

Measure: Part 1
How many overtime hours will be paid for with JAG funds? Overtime hours are those that non-exempt employees work beyond normal working hours (usually 40) during a workweek.
Goal: 150

Measure: Part 2
What types of positions will be supported with overtime hours using JAG funds? In your response, please list all that apply from the following choices: Admin. Staff, Correctional Officers & Jailers, Counselors, Court Staff, Evaluators, Law Enforcement Officers, Legal Staff (defense attorneys, prosecutors, indigent defense), Program Managers, Trainers & Technical Assistance Specialists, Non-sworn Law Enforcement Personnel, Crime Analysts, Civilian Personnel, Other. If other, please specify.
Goal: Law enforcement Officers

State Purpose Area: E - Equipment Purchases and/or Technology Investments: Includes activities where equipment purchases or technology investments were made that improve efficiency and/or cost savings.

Activity Description

Activity: Equipment Purchases and/or Technology Investments
Target Group: Equipment Purchases and/or Technology Investments
Geographic Area: Rural
Location Type: County-Wide

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 3: Performance

Objectives and Measures

Objective: E1 - Report on JAG funding allocated for equipment and/or technology investments

Measure: Part 1

How much JAG funding has been allocated for equipment and/or technology investments? Please report in dollars (\$)

Goal: \$8,500.00

Objective: E2 - Make equipment purchases and/or technology investments

Measure: Part 1

Which types of equipment purchases and/or technology investments will be made with JAG funds? In your response, please list all that apply from the following choices: Lethal Weapons (firearms); Less-lethal Weapons, Impact Weapons (batons, bean bag shotgun rounds, etc.), Chemical Weapons (CS gas, pepper spray), Energy Devices (tasers); Equipment for Police Cruisers; Tactical Vests/Body Armor; Computer-aided Dispatch (CAD); Emergency Medical Services (EMS).

Goal: Energy Devices, Tactical Vest/Body Armor

Measure: Part 2

Which types of equipment purchases and/or technology investments will be made with JAG funds? In your response, please list all that apply from the following choices: Computers/Mobile Data Terminals; Computer Software; Mobile Access Equipment (for example, aircards for Verizon, Sprint, AT&T, etc.).

Goal: Computer Software, Aircards, Computers

Measure: Part 3

Which types of equipment purchases and/or technology investments will be made with JAG funds? In your response, please list all that apply from the following choices: Security Systems (station or evidence room); In-car/On-person Camera Systems; Video Observation (station, community, pole cams); Undercover Surveillance Equipment (microphones, video); License Plate Readers; Vehicles; Radios; Other. If other, please specify.

Goal: Undercover Surveillance Equipment, Radios

State Purpose Area: TF - Task Forces: Activities of a specially trained unit or group for a specific purpose, conducted by any type of task force, or targeted or organized law enforcement initiatives such as anti-gang, drug, AMBER alert, or anti-human trafficking.

Activity Description

Activity: Task Forces

Target Group: Task Forces

Application Ref # 2013-JAGC-1948

Section #3 Page 4 of 10

Contract -JAGC-TAYL- - -

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 3: Performance

Geographic Area: Rural

Location Type: County-Wide

Objectives and Measures

Objective: TF1 - Report on JAG funding allocated for task forces

Measure: Part 1

How much JAG funding has been allocated for task forces? Please report in dollars (\$).

Goal: \$22,820.00

Measure: Part 2

What types of task forces will the program provide with JAG funds? In your response, please list all that apply from the following choices: Anti-Gang Task force, Drug Task Force, AMBER Alert Task Force, Anti-Gun Task Force, Fugitive Task Force, Violent Crime Task Force, Other. If other, please specify. Please state whether the funded task force is multijurisdictional.

Goal: Drug Task force

Objective: TF3 - Work investigations/cases

Measure: Part 1

How many NEW investigations/cases will be initiated during the reporting period?

Goal: 30

Measure: Part 2

How many investigations/cases will be closed?

Goal: 30

Objective: TF5 - Arrest individuals (including gang members)

Measure: Part 1

What is the total number of individuals (including gang members) to be arrested based on task force activity?

Goal: 30

Measure: Part 2

How many of these individuals will be charged with a misdemeanor?

Goal: 30

Measure: Part 3

How many of these individuals will be charged with a felony?

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 3: Performance

Goal: 15

Objective: TF7 - Seize drugs. Report on this only if you have a drug task force.

Measure: Part 1

What will be the total amount of heroin seized? Please indicate dosage unit, pills, grams, kilograms, or pounds. Report on this only if you have a drug task force.

Goal: 0

Measure: Part 2

What will be the total amount of cocaine (powder) seized? Please indicate dosage unit, pills, grams, kilograms, or pounds. Report on this only if you have a drug task force.

Goal: 1

Measure: Part 3

What will be the total amount of cocaine (crack) seized? Please indicate dosage unit, pills, grams, kilograms, or pounds. Report on this only if you have a drug task force.

Goal: 1

Measure: Part 4

What will be the total amount of Marijuana (commercial grade, hydroponic, or synthetic/spice) seized? Please indicate dosage unit, pills, grams, kilograms, or pounds. Report on this only if you have a drug task force.

Goal: 6

Measure: Part 5

What will be the total amount of Methamphetamine seized? Please indicate dosage unit, pills, grams, kilograms, or pounds. Report on this only if you have a drug task force.

Goal: .5

Measure: Part 6

What will be the total amount of Methamphetamine (ice) seized? Please indicate dosage unit, pills, grams, kilograms, or pounds. Report on this only if you have a drug task force.

Goal: .5

Measure: Part 7

What will be the total amount of Ecstasy (MDMA) seized? Please indicate dosage unit, pills, grams, kilograms, or pounds. Report on this only if you have a drug task force.

Goal: .25

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 3: Performance

Measure: Part 8

What will be the total amount of Psilocybin seized? Please indicate dosage unit, pills, grams, kilograms, or pounds. Report on this only if you have a drug task force.

Goal: .5

Measure: Part 9

What will be the total amount of Prescription pills (examples: Xanax, OxyContin [oxycodone], Vicodin or Lortab [acetaminophen and hydrocodone], etc.) seized? Please indicate dosage unit, pills, grams, kilograms, or pounds. Report on this only if you have a drug task force.

Goal: 200

Measure: Part 10

What will be the total amount of Pseudoephedrine seized? Please indicate dosage unit, pills, grams, kilograms, or pounds. Report on this only if you have a drug task force.

Goal: 100

Measure: Part 11

What will be the total amount of Steroids seized? Please indicate dosage unit, pills, grams, kilograms, or pounds. Report on this only if you have a drug task force.

Goal: 0

Measure: Part 12

What will be the total amount of Salvia seized? Please indicate dosage unit, pills, grams, kilograms, or pounds. Report on this only if you have a drug task force.

Goal: 0

Measure: Part 13

What will be the total amount of other drugs seized? Please indicate dosage unit, pills, grams, kilograms, or pounds. Report on this only if you have a drug task force. Please indicate the type of other drugs to be seized.

Goal: 0

Objective: TF8 - Seize drugs from clandestine drug labs. Report on this only if you have a drug task force.

Measure: Part 1

What will be the total amount of heroin seized from clandestine drug labs? Please indicate dosage unit, pills, grams, kilograms, or pounds. Report on this only if you have a drug task force.

Goal: 0

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 3: Performance

Measure: Part 2

What will be the total amount of cocaine (powder) seized from clandestine drug labs? Please indicate dosage unit, pills, grams, kilograms, or pounds. Report on this only if you have a drug task force.

Goal: .5

Measure: Part 3

What will be the total amount of cocaine (crack) seized from clandestine drug labs? Please indicate dosage unit, pills, grams, kilograms, or pounds. Report on this only if you have a drug task force.

Goal: 0

Measure: Part 4

What will be the total amount of Marijuana (commercial grade, hydroponic, or synthetic/spice) seized from clandestine drug labs? Please indicate dosage unit, pills, grams, kilograms, or pounds. Report on this only if you have a drug task force.

Goal: 1

Measure: Part 5

What will be the total amount of Methamphetamine seized from clandestine drug labs? Please indicate dosage unit, pills, grams, kilograms, or pounds. Report on this only if you have a drug task force.

Goal: 8

Measure: Part 6

What will be the total amount of Methamphetamine (ice) seized from clandestine drug labs? Please indicate dosage unit, pills, grams, kilograms, or pounds. Report on this only if you have a drug task force.

Goal: 1

Measure: Part 7

What will be the total amount of Ecstasy (MDMA) seized from clandestine drug labs? Please indicate dosage unit, pills, grams, kilograms, or pounds. Report on this only if you have a drug task force.

Goal: 0

Measure: Part 8

What will be the total amount of Psilocybin seized from clandestine drug labs? Please indicate dosage unit, pills, grams, kilograms, or pounds. Report on this only if you have a drug task force.

Goal: 0

Measure: Part 9

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 3: Performance

What will be the total amount of Prescription pills (examples: Xanax, OxyContin [oxycodone], Vicodin or Lortab [acetaminophen and hydrocodone], etc.) seized from clandestine drug labs? Please indicate dosage unit, pills, grams, kilograms, or pounds. Report on this only if you have a drug task force.

Goal: 300

Measure: Part 10

What will be the total amount of Pseudoephedrine seized from clandestine drug labs? Please indicate dosage unit, pills, grams, kilograms, or pounds. Report on this only if you have a drug task force.

Goal: 100

Measure: Part 11

What will be the total amount of Steroids seized from clandestine drug labs? Please indicate dosage unit, pills, grams, kilograms, or pounds. Report on this only if you have a drug task force.

Goal: 0

Measure: Part 12

What will be the total amount of Salvia seized from clandestine drug labs? Please indicate dosage unit, pills, grams, kilograms, or pounds. Report on this only if you have a drug task force.

Goal: 0

Measure: Part 13

What will be the total amount of other drugs seized from clandestine drug labs? Please indicate dosage unit, pills, grams, kilograms, or pounds. Report on this only if you have a drug task force. Please indicate the type of other drugs to be seized from clandestine drug labs.

Goal: 0

Application for Funding Assistance

Florida Department of Law Enforcement
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Section 3: Performance

Section Questions:

Question: If "other" was selected for the geographic area, please describe.

Answer: N/A

Question: If "other" was selected for location type, please describe.

Answer: N/A

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 4: Financial

General Financial Info:

Note: All financial remittances will be sent to the Chief Financial Officer of the Subgrantee Organization.

Financial Reporting Frequency for this Subgrant: Monthly

Is the subgrantee a state agency?: No

FLAIR / Vendor Number: 596000879

Budget:

Budget Category	Federal	Match	Total
Salaries and Benefits	\$3,183.85	\$0.00	\$3,183.85
Contractual Services	\$0.00	\$0.00	\$0.00
Expenses	\$19,636.65	\$0.00	\$19,636.65
Operating Capital Outlay	\$0.00	\$0.00	\$0.00
Indirect Costs	\$0.00	\$0.00	\$0.00
-- Totals --	\$22,820.50	\$0.00	\$22,820.50
Percentage	100.0	0.0	100.0

Project Generated Income:

Will the project earn project generated income (PGI) ? Yes

PGI Reporting Frequency : Quarterly

Application for Funding Assistance

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Section 4: Financial (cont.)

Budget Narrative:

Budget Narrative:

Salary and Benefits

Salary and Benefits for Overtime for Taylor County Sheriff's Office Drug Investigators.

Approximately 75 hours at \$34.64 = \$2,598.00

Benefits to include: FICA 7.65% = \$198.75, Retirement 14.90% = \$387.10

Benefits = \$585.85

Total Overtime and Benefits = \$3,183.85

Expenses:

Confidential Informat/Buy Money

Travel/Per Diem

Training

Supplies - For Example - General Office Supplies, Office Equipment, Electronics, Batteries, Audio Tapes, CD/DVD

Air Cards (x3) - Twelve (12) Month Service

Vehicle Maintenance - For Example Tires, Batteries, Oil Changes, Body Repair, Paint

Vehicle Repair - For Example - Brakes, Starter, Alternator, Engine, Transmission, Rear End.

Fuel Expense

Tactical Clothing - For Example - Snake Boots, Web Gear, Camouflage Pants, Jacket, Hats, Gun Belts

Digital Video Camera Kits

Equipment Maintenance - For Example - Repairs and Upkeep for Electronic and Other Equipment Related to Drug Task Force Activities to Function Properly

Undercover Supplies - For Example - CI Clothing, Cameras, Cell Phones, Radios, Antennas,

Microphones and Other Items used In Conjunction With audio/Video Surveillance Equipment

Vehicle Rental - Used For Undercover Operations

Post Office Box

Raid/Bullet Proof Vests and Carrier

Computer Equipment - For Example - Laptop, Desk Top, Monitors, Printer, Mouse, External Disc/Hard Drive

Vehicle Equipment - For Example - Tool Box/Safe Box, Window Tinting, Blue Light, Siren

Tools and Tool Kits

Audio Visual Equipment - For Example - TV, DVD Player/Recorder, Video Cameras, Micro Recorders

Computer Software and Hardware

Remote Cameras

Cell Phone Data Retriever

Annual Maintenance Fees For Surveillance Equipment

Subscription to Intelligence Gathering Software

Total Expenses = \$19,636.65

Application for Funding Assistance

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Section 4: Financial

Section Questions:

Question: If salaries and benefits are included in the budget as actual costs for staff in the implementing agency, is there a net personnel increase, or a continued net personnel increase from the previous Byrne program?

Answer: N/A

Question: If benefits are to be included, are they reflected in the budget narrative?

Answer: Yes

Question: Indicate the Operating Capital Outlay threshold established by the subgrantee or implementing agency, if it is the sheriff's office.

Answer: \$1,000.00

Question: If indirect cost is included in the budget, indicate the basis for the plan (e.g. percent of salaries and benefits), and provide documentation of the appropriate approval of this plan.

Answer: N/A

Question: If the budget includes services based on unit costs, provide a definition and cost for each service as part of the budget narrative for contractual services. Include the basis for the unit costs and how recently the basis was established or updated.

Answer: N/A

Standard Conditions

Conditions of agreement requiring compliance by units of local government (subgrant recipients), implementing agencies, and state agencies upon signed acceptance of the subgrant award appear in this section. Upon approval of this subgrant, the approved application and the following terms of conditions will become binding. Failure to comply with provisions of this agreement will result in required corrective action up to and including project costs being disallowed and termination of the project, as specified in item 17 of this section.

1. **All Subgrant Recipients must comply with the financial and administrative requirements set forth in the current edition of the U.S. Department of Justice, Office of Justice Programs (OJP) Financial Guide (Financial Guide) (<http://www.ojp.usdoj.gov/financialguide/index.htm>) and the Edward Byrne Memorial Justice Assistance Grant (JAG) program guidance (<http://www.ojp.usdoj.gov/BJA/grant/jag.html>) as well as Federal statutes, regulations, policies, guidelines and requirements and Florida laws and regulations including but not limited to:**
 - Florida Administrative Code, Chapter 11D-9, "Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program": <https://www.flrules.org/>
 - Office of Management and Budget (OMB) Circulars: <http://www.whitehouse.gov/omb/circulars>
 - A-21 (2 CFR 220), "Cost Principles for Educational Institutions"
 - A-87 (2 CFR 225), "Cost Principles for State, Local and Indian Tribal Governments"
 - A-102, "Grants and Cooperative Agreements with State and Local Governments"
 - A-110 (2 CFR 215), "Uniform Administrative Requirements for Grants and Cooperative Agreements"
 - A-122 (2 CFR 230), "Cost Principles for Non-Profit Organizations"
 - A-133, "Audits of States, Local Governments, and Non-Profit Organizations"
 - Code of Federal Regulations: <http://www.gpo.gov/fdsys/>
 - 2 CFR 175.15(b), "Award Term for Trafficking in Persons"
 - 28 CFR 38, "Equal Treatment for Faith-Based Organizations"
 - 28 CFR 66, "U.S. Department of Justice Common Rule for State And Local Governments" (Common Rule)
 - 28 CFR 83, "Government-Wide Requirements for Drug-Free Workplace (Grants)"
 - 28 CFR 18, 22, 23, 30, 35, 42, 61, and 63
 - Public Law 109-162, Title XI—Department of Justice Reauthorization, Subtitle B—Improving the Department of Justice's Grant Programs, Chapter 1—Assisting Law Enforcement and Criminal Justice Agencies, Sec. 1111. Merger of Byrne Grant Program and Local Law Enforcement Block Grant Program:
<http://www.ojp.usdoj.gov/BJA/grant/jag.html>
 - United States Code: <http://www.gpo.gov/fdsys/>
 - 42 U.S.C. 3711 et seq., "Omnibus Crime Control and Safe Streets Act of 1968"
 - State of Florida General Records Schedule GS1-SL for State and Local Government Agencies: <http://dlis.dos.state.fl.us/barm/genschedules/GS1-SL.pdf>
2. **Allowable Costs**
 - a. Allowance for costs incurred under the subgrant shall be determined according to the general principles and standards for selected cost items set forth in the Office of Justice Programs Financial Guide, U.S. Department of Justice Common Rule for State And Local Governments

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Florida Department of Law Enforcement

and federal OMB Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments," or OMB Circular A-21, "Cost Principles for Educational Institutions."

- b. All procedures employed in the use of federal funds for any procurement shall be according to U.S. Department of Justice Common Rule for State and Local Governments, or OMB Circular A-110, or OMB Circular A-102, and Florida law to be eligible for reimbursement.

3. Reports

- a. Project Performance Reports

- (1) Reporting Time Frames: The subgrant recipient shall submit Quarterly Project Performance Reports to the Florida Department of Law Enforcement, hereafter known as the Department, within fifteen (15) days after the end of the reporting period. In addition, if the subgrant award period is extended beyond the "original" project period, additional Quarterly Project Performance Reports shall be submitted.

Failure to submit Quarterly Performance Reports that are complete, accurate, and timely may result in sanctions, as specified in item 17, Performance of Agreement Provisions.

- (2) Report Contents: Performance Reports must include a response to all objectives included in your subgrant. A detailed response is required in the narrative portion for yes/no performance objectives. The narrative must also reflect on accomplishments for the quarter and identify problems with project implementation and address actions being taken to resolve the problems. Additional information may be required if necessary to comply with federal reporting requirements.

- (3) Submission: Performance Reports may be submitted by the Project Director, Application Manager, or Performance Contacts.

- b. Financial Reports

- (1) Project Expenditure Reports

- (a) The subgrant recipient shall have a choice of submitting either a Monthly or a Quarterly Project Expenditure Report to the Department. Project Expenditure Reports are due thirty (30) days after the end of the reporting period. In addition, if the subgrant award period is extended, additional Project Expenditure Reports shall be submitted. Project Expenditure Reports for grants made under the Recovery Act must be submitted monthly. See the Recovery Act Conditions for additional information.
 - (b) All project expenditures for reimbursement of subgrant recipient costs shall be submitted on the Project Expenditure Report Forms prescribed and provided by the Office of Criminal Justice Grants (OCJG) through the Subgrant Information Management ON-line (SIMON) system.
 - (c) All Project Expenditure Reports shall be submitted in sufficient detail for proper pre-audit and post-audit.
 - (d) Before the "final" Project Expenditure Report will be processed, the subgrant recipient must submit to the Department all outstanding project reports and must have satisfied all special conditions. Failure to comply with the above provisions shall result in forfeiture of reimbursement.

- (e) Reports are to be submitted even when no reimbursement is being requested.

- (f) The report must be electronically signed by the subgrantee or implementing agency's chief financial officer or the chief financial officer's designee.

(2) Financial Closeout Audit

- (a) The Financial Closeout Audit shall be submitted to the Department within forty-five (45) days of the subgrant termination date.
- (b) The Financial Closeout Audit must be electronically signed by the subgrantee or implementing agency's chief financial officer or the chief financial officer's designee.

(3) Project Generated Income (PGI)

- (a) If applicable, the subgrant recipient shall submit Quarterly PGI Earnings and Expenditures Reports to the Department within thirty (30) days after the end of the reporting period covering subgrant project generated income and expenditures during the previous quarter. If any PGI remains unspent after the subgrant ends, the subgrant recipient must continue submitting quarterly PGI reports until all funds are expended. (See Item 10, Program Income.)
- (b) PGI Earnings and Expenditures reports must be electronically signed by the subgrantee or implementing agency's chief financial officer or the chief financial officer's designee.

c. Other Reports

The subgrant recipient shall report to the Uniform Crime Report and other reports as may be reasonably required by the Department.

4. Fiscal Control and Fund Accounting Procedures

- a. The subgrant recipient shall establish fiscal control and fund accounting procedures that assure proper disbursement and accounting of subgrant funds and required non-federal expenditures. All funds spent on this project shall be disbursed according to provisions of the project budget as approved by the Department.
- b. All expenditures and cost accounting of funds shall conform to the Office of Justice Programs Financial Guide, the Common Rule, and OMB Circulars A-21, A-87, and A-110, or A-102 as applicable, in their entirety.
- c. All funds not spent according to this agreement shall be subject to repayment by the subgrant recipient.

5. Payment Contingent on Appropriation and Available Funds

The State of Florida's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the Florida Legislature. Furthermore, the obligation of the State of Florida to reimburse subgrant recipients for incurred costs is subject to available federal funds.

6. Obligation of Subgrant Recipient Funds

Subgrant funds shall not under any circumstances be obligated prior to the effective date or subsequent to the termination date of the subgrant period. Only project costs incurred on or after the effective date and on or prior to the termination date of the subgrant recipient's project are eligible for reimbursement. All payments must be completed within thirty (30) days of the end of

the subgrant period.

7. Advance Funding

Advance funding may be provided to a subgrant recipient upon a written request to the Department. The request must be electronically signed by the subgrantee or implementing agency's chief financial officer or the chief financial officer's designee.

8. Trust Funds

- a. The unit of local government must establish a trust fund in which to deposit JAG funds. The trust fund may or may not be an interest bearing account.
- b. The account may earn interest, but any earned interest must be used for program purposes and expended before the federal grant period end date. Any unexpended interest remaining at the end of the federal grant period must be submitted to the Office of Criminal Justice Grants for transmittal to the Bureau of Justice Assistance.

9. Travel and Training

The cost of all travel shall be reimbursed according to the subgrant recipient's written travel policy. If the subgrant recipient does not have a written travel policy, cost of all travel will be reimbursed according to § 112.061, Fla. Stat.

10. Program Income (also known as Project Generated Income)

- a. All income generated as a direct result of a subgrant project shall be deemed program income.
- b. Any project that will potentially earn PGI must submit an Earnings and Expenditures Report to report how much PGI was earned during each quarter. A report must be submitted each quarter even if no PGI was earned or expended. PGI Earnings and Expenditures reports must be electronically signed by the subgrantee or implementing agency's chief financial officer or the chief financial officer's designee.
- c. PGI expenditures require prior written approval from the Office of Criminal Justice Grants. Program income must be used for the purposes of and under the conditions applicable to the award. If the cost is allowable under the Federal grant program, then the cost would be allowable using program income. PGI budget requests must be signed by the subgrantee or implementing agency's chief financial officer or the chief financial officer's designee.
- d. Program income should be used as earned and expended as soon as possible. Any unexpended PGI remaining at the end of the Federal grant period must be submitted to the Office of Criminal Justice Grants for transmittal to the Bureau of Justice Assistance.

11. Approval of Consultant Contracts

The Department shall review and approve in writing all consultant contracts prior to employment of a consultant when the consultant's rate exceeds \$450 (excluding travel and subsistence costs) for an eight-hour day. Approval shall be based upon the contract's compliance with requirements found in the Financial Guide, the Common Rule, and in applicable state statutes. The Department's approval of the subgrant recipient agreement does not constitute approval of consultant contracts. If consultants are hired through a competitive bidding process (not sole source), the \$450 threshold does not apply.

12. Property Accountability

- a. The subgrant recipient agrees to use all non-expendable property for criminal justice purposes during its useful life or dispose of it pursuant to § 274, Fla. Stat.
- b. The subgrant recipient shall establish and administer a system to protect, preserve, use, maintain and dispose of any property furnished to it by the Department or purchased pursuant to this agreement according to federal property management standards set forth in the Office of Justice Programs Financial Guide, U.S. Department of Justice Common Rule for State and Local Governments or the federal OMB Circular A-110 or A-102, as applicable. This obligation continues as long as the subgrant recipient retains the property, notwithstanding expiration of this agreement.

13. Ownership of Data and Creative Material

Ownership of material, discoveries, inventions, and results developed, produced, or discovered subordinate to this agreement is governed by the terms of the Office of Justice Programs Financial Guide (as amended), and the U.S. Department of Justice Common Rule for State and Local Governments, or the federal OMB Circular A-110 or A-102, as applicable.

14. Copyright

The awarding agency reserves a royalty-free non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes:

- a. The copyright in any work developed under an award or subaward, and
- b. Any rights of copyright to which a subgrant recipient or subrecipient purchases ownership with support funded under this grant agreement.

15. Publication or Printing of Reports

The subgrant recipient shall submit for review and approval one copy of any curricula, training materials, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) days prior to the targeted dissemination date.

All materials publicizing or resulting from award activities shall contain the following statements: "This project was supported by Grant No. [contact the Office of Criminal Justice Grants for award number] awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the Office of Sex Offender Sentencing, Monitoring, Apprehending, Registering, and Tracking. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice."

16. Audit

- a. Subgrant recipients that expend \$500,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year. The audit shall be performed in accordance with the federal OMB Circular A-133 and other applicable federal law. The contract for this agreement shall be identified in the Schedule of Federal Financial Assistance in the subject audit. The contract shall be identified as federal funds passed through the Florida Department of Law Enforcement and include the contract number, CFDA number, award amount, contract period, funds received and disbursed. When applicable, the

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Florida Department of Law Enforcement

subgrant recipient shall submit an annual financial audit that meets the requirements of § 11.45, Fla. Stat., "Definitions; duties; authorities; reports; rules."; § 215.97, Fla. Stat., "Florida Single Audit Act"; and Rules of the Auditor General, Chapter 10.550, "Local Governmental Entity Audits" and Chapter 10.650, "Florida Single Audit Act Audits Nonprofit and For-Profit Organizations."

- b. A complete audit report that covers any portion of the effective dates of this agreement must be submitted within 30 days after its completion, but no later than nine (9) months after the audit period. In order to be complete, the submitted report shall include any management letters issued separately and management's written response to all findings, both audit report and management letter findings. Incomplete audit reports will not be accepted by the Department.
- c. The subgrant recipient shall have all audits completed by an Independent Public Accountant (IPA). The IPA shall be either a Certified Public Accountant or a Licensed Public Accountant.
- d. The subgrant recipient shall take appropriate corrective action within six (6) months of the issue date of the audit report in instances of noncompliance with federal laws and regulations.
- e. The subgrant recipient shall ensure that audit working papers are made available to the Department, or its designee, upon request for a period of three (3) years from the date the audit report is issued, unless extended in writing by the Department.
- f. Subgrant recipients that expend less than \$500,000 in Federal awards during a fiscal year are exempt from the audit requirements of OMB Circular A-133 for that fiscal year. In this case, written notification, which can be in the form of the "Certification of Audit Exemption" form, shall be provided to the Department by the Chief Financial Officer, or designee, that the subgrant recipient is exempt. This notice shall be provided to the Department no later than March 1 following the end of the fiscal year.
- g. If this agreement is closed out without an audit, the Department reserves the right to recover any disallowed costs identified in an audit completed after such closeout.
- h. The completed audit report or written notification of audit exemption should be sent to the following address:

Florida Department of Law Enforcement
Office of Criminal Justice Grants
2331 Phillips Road
Tallahassee, Florida 32308

17. Performance of Agreement Provisions

In the event of default, non-compliance or violation of any provision of this agreement by the subgrant recipient, the subgrant recipient's consultants and suppliers, or both, the Department shall impose sanctions it deems appropriate including withholding payments and cancellation, termination, or suspension of the agreement in whole or in part. In such event, the Department shall notify the subgrant recipient of its decision thirty (30) days in advance of the effective date of such sanction. The subgrant recipient shall be paid only for those services satisfactorily performed prior to the effective date of such sanction.

18. Commencement of Project

- a. If a project is not operational within 60 days of the original start date of the award period, the subrecipient must report by letter to the Department the steps taken to initiate the project, the

reasons for delay, and the expected start date.

- b. If a project is not operational within 90 days of the original start date of the award period, the subrecipient must submit a second statement to the Department explaining the implementation delay.
- c. Upon receipt of the ninety (90) day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, unilaterally terminate this agreement and re-obligate subgrant funds to other Department approved projects. The Department, where warranted by extenuating circumstances, may extend the starting date of the project past the ninety (90) day period, but only by formal written adjustment to this agreement.

19. Excusable Delays

- a. Except with respect to defaults of consultants, the subgrant recipient shall not be in default by reason of any failure in performance of this agreement according to its terms (including any failure by the subgrant recipient to make progress in the execution of work hereunder which endangers such performance) if such failure arises out of causes beyond the control and without the fault or negligence of the subgrant recipient. Such causes include, but are not limited to, acts of God or of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case, the failure to perform shall be beyond the control and without the fault or negligence of the subgrant recipient.
- b. If failure to perform is caused by failure of a consultant to perform or make progress, and if such failure arises out of causes beyond the control of subgrant recipient and consultant, and without fault or negligence of either of them, the subgrant recipient shall not be deemed in default, unless:
 - (1) Supplies or services to be furnished by the consultant were obtainable from other sources,
 - (2) The Department ordered the subgrant recipient in writing to procure such supplies or services from other sources, and
 - (3) The subgrant recipient failed to reasonably comply with such order.
- c. Upon request of the subgrant recipient, the Department shall ascertain the facts and the extent of such failure, and if the Department determines that any failure to perform was occasioned by one or more said causes, the delivery schedule shall be revised accordingly.

20. Written Approval of Changes in this Approved Agreement (Grant Adjustments)

- a. Subgrant recipients must obtain prior approval from the Department for major substantive changes such as changes in project activities, target populations, service providers, implementation schedules, project director, and designs or research plans set forth in the approved agreement and for any budget changes that will transfer more than 10% of the total budget between budget categories.
- b. Subgrant recipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval as long as the funds are transferred to an existing line item
- c. Under no circumstances can transfers of funds increase the total budgeted award.
- d. Requests for changes to the subgrant agreement must be electronically signed by the

subgrantee or implementing agency's chief official or the chief official's designee.

- e. Any certifications required for the requested changes, such as Sole Source, ADP Justification, Privacy Certification forms, and Confidential Funds certifications, must be signed by the subgrantee or implementing agency chief official or someone with formal, written signature authority for the chief official.

21. Disputes and Appeals

- a. The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The subgrant recipient shall proceed diligently with the performance of this agreement according to the Department's decision.
- b. If the subgrant recipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The subgrant recipient's right to appeal the Department's decision is contained in § 120, Fla. Stat., and in procedures set forth in Rule 28-106.104, Florida Administrative Code. Failure to appeal within this time frame constitutes a waiver of proceedings under § 120, Fla. Stat.

22. Conferences and Inspection of Work

Conferences may be held at the request of any party to this agreement. At any time, a representative of the Department, of the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right of visiting the project site to monitor, inspect and assess work performed under this agreement.

23. Access To Records

- a. The Department of Law Enforcement, the Auditor General of the State of Florida, the U.S. Department of Justice, the U.S. Comptroller General or any of their duly authorized representatives, shall have access to books, documents, papers and records of the subgrant recipient, implementing agency and contractors for the purpose of audit and examination according to the Financial Guide and the Common Rule.
- b. The Department reserves the right to unilaterally terminate this agreement if the subgrant recipient, implementing agency, or contractor refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of § 119, Fla. Stat., and made or received by the subgrant recipient or its contractor in conjunction with this agreement.
- c. The subgrant recipient will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.

24. Retention of Records

- The subgrant recipient shall maintain all records and documents for a minimum of five (5) years from the date of the final financial statement and be available for audit and public disclosure upon request of duly authorized persons. The subgrant recipient shall comply with State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:
<http://dlis.dos.state.fl.us/barm/genschedules/GS1-SL.pdf>.

25. Personnel Changes

Upon implementation of the project, in the event there is a change in Chief Officials for the Subgrant recipient or Implementing Agency, project staff must notify the help desk for FDLE's online grants management system, SIMON (Subgrant Information Management Online), so that the organization can be updated in SIMON. If the project director changes, a grant adjustment must be entered in SIMON to reflect the change.

26. Background Check

Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of § 435, Fla. Stat. shall apply.

- a. All positions in programs providing care to children, the developmentally disabled, or vulnerable adults for 15 hours or more per week; all permanent and temporary employee positions of the central abuse hotline; and all persons working under contract who have access to abuse records are deemed to be persons and positions of special trust or responsibility and require employment screening pursuant to § 435, Fla. Stat., using the level 2 standards set forth in that chapter.
- b. All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile records checks through the Florida Department of Law Enforcement, and federal criminal records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies.
 - (1) Any person who is required to undergo such a security background investigation and who refuses to cooperate in such investigation or refuses to submit fingerprints shall be disqualified for employment in such position or, if employed, shall be dismissed.
 - (2) Such background investigations shall be conducted at the expense of the employing agency or employee. When fingerprinting is required, the fingerprints of the employee or applicant for employment shall be taken by the employing agency or by an authorized law enforcement officer and submitted to the Department of Law Enforcement for processing and forwarding, when requested by the employing agency, to the United States Department of Justice for processing. The employing agency shall reimburse the Department of Law Enforcement for any costs incurred by it in the processing of the fingerprints.

27. Drug Court Projects

A Drug Court Project must comply with § 397.334, Fla. Stat., "Treatment-Based Drug Court Programs."

28. Overtime for Law Enforcement Personnel

Prior to obligating funds from this award to support overtime by law enforcement officers, the U.S. Department of Justice encourages consultation with all allied components of the criminal justice system in the affected jurisdiction. The purpose of this consultation is to anticipate and plan for systemic impacts such as increased court dockets and the need for detention space.

29. Criminal Intelligence System

The subgrant recipient agrees that any information technology system funded or supported by the Office of Justice Programs funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if the Office of Justice Programs determines this regulation to be applicable. Should the Office of Justice Programs determine 28 C.F.R. Part 23 to be applicable, the Office of Justice Programs may, at its discretion, perform audits of the system, as per 28 C.F.R. 23.20(g). Should any violation of 28 C.F.R. Part 23 occur, the subgrant recipient may be fined as per 42 U.S.C. 3789g(c)-(d). The subgrant recipient may not satisfy such a fine with federal funds.

32. Confidential Funds

A signed certification that the project director or the head of the Implementing Agency has read, understands, and agrees to abide by all of the conditions for confidential funds as set forth in the effective edition of the Office of Justice Programs *Financial Guide* is required from all projects that are involved with confidential funds. The signed certification must be submitted at the time of grant application.

33. Equal Employment Opportunity (EEO)

- a. Federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, disability, or age in funded programs or activities. All subgrant recipients and implementing agencies must comply with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); and Department of Justice Non-Discrimination Regulations 28 CFR Part 42; see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).
- b. A subgrant recipient or implementing agency must develop an EEO Plan if it has 50 or more employees and it has received any single award of \$25,000 or more from the Department of Justice. The plan must be prepared using the on-line short form at http://www.ojp.usdoj.gov/about/ocr/eeop_comply.htm, must be retained by the subgrant recipient or implementing agency, and must be available for review or audit. The organization must also submit an EEO Certification to FDLE.
- c. If the subgrant recipient or implementing agency is required to prepare an EEO Plan and has received any single award of \$500,000 or more from the Department of Justice, it must submit its plan to the Department of Justice for approval. A copy of the Department of Justice approval letter must be submitted to FDLE. The approval letter expires two years from the date of the letter.
- d. A subgrant recipient or implementing agency is exempt from the EEO Plan requirement if it has fewer than 50 employees or if it does not receive any single award of \$25,000 or more from the Department of Justice or if it is a nonprofit organization, a medical or educational institution, or an Indian Tribe. If an organization is exempt from the EEO Plan requirement, it must submit an EEO Certification to FDLE.
- e. The subgrant recipient and implementing agency acknowledge that failure to comply with EEO Requirements within 60 days of the project start date may result in suspension or termination of funding, until such time as it is in compliance.

- f. In the event a Federal or State court of Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

34. Americans with Disabilities Act

Subgrant recipients must comply with the requirements of the Americans with Disabilities Act (ADA), Public Law 101-336, which prohibits discrimination by public and private entities on the basis of disability and requires certain accommodations be made with regard to employment (Title I), state and local government services and transportation (Title II), public accommodations (Title III), and telecommunications (Title IV).

35. Immigration and Nationality Act

No public funds will intentionally be awarded to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e), Section 274A(e) of the Immigration and Nationality Act ("INA"). The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the subgrant recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this contract by the Department.

36. National Environmental Policy Act (NEPA)

- a. The subgrant recipient agrees to assist FDL E in complying with the NEPA, the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of subgrant funds by the subgrant recipient. This applies to the following new activities whether or not they are being specifically funded with these subgrant funds. That is, it applies as long as the activity is being conducted by the subgrant recipient or any third party and the activity needs to be undertaken in order to use these subgrant funds.

- (1) New construction;
- (2) Minor renovation or remodeling of a property either (a) listed on or eligible for listing on the National Register of Historic Places or (b) located within a 100-year flood plain;
- (3) A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; and
- (4) Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments.
- (5) Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

- b. The subgrant recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by the Bureau of Justice Assistance. The subgrant recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed by the Department of Justice at <http://www.ojp.usdoj.gov/BJA/resource/nepa.html>, for programs relating to methamphetamine laboratory operations.

- c. For any of a subgrant recipient's existing programs or activities that will be funded by these subgrants, the subgrant recipient, upon specific request from the Department and the U.S. Department of Justice, agrees to cooperate with the Department of Justice in any preparation by Department of Justice of a national or program environmental assessment of that funded program or activity.

37. Non-Procurement, Debarment and Suspension

The subgrant recipient agrees to comply with Executive Order 12549, Debarment and Suspension and 2 CFR 180, "OMB Guidelines To Agencies On Governmentwide Debarment And Suspension (Nonprocurement)" These procedures require the subgrant recipient to certify it shall not enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or is voluntarily excluded from participating in this covered transaction, unless authorized by the Department. If the subgrant is \$100,000 or more, the subgrant recipient and implementing agency certify that they and their principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- d. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

38. Federal Restrictions on Lobbying

- a. Each subgrant recipient agrees to comply with 28 CFR Part 69, "New Restrictions on Lobbying" and shall file the most current edition of the Certification And Disclosure Form, if applicable, with each submission that initiates consideration of such subgrant recipient for award of federal contract, grant, or cooperative agreement of \$100,000 or more.
- b. This certification is a material representation of fact upon which reliance was placed when this agreement was made. Submission of this certification is a prerequisite to entering into this agreement subject to conditions and penalties imposed by 31 USC 1352. Any person who fails to file the required certification is subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure to file.
- c. As required by 31 USC 1352, and implemented at 28 CFR 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR 69, the applicant certifies that:
 - (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal

grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

39. State Restrictions on Lobbying

In addition to the provisions contained in Item 39, above, the expenditure of funds for the purpose of lobbying the legislature or a state agency is prohibited under this contract.

40. Additional Restrictions on Lobbying

The subgrant recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the Office of Justice Programs.

41. "Pay – to – Stay"

Funds from this award may not be used to operate a "pay-to-stay" program in any local jail. Furthermore, no funds may be given to local jails that operate "pay-to-stay" programs. "Local jail," as referenced in this condition, means an adult facility or detention center owned and/or operated by city, county, or municipality. It does not include juvenile detention centers. "Pay-to-stay" programs as referenced in this condition, means a program by which extraordinary services, amenities and/or accommodations, not otherwise available to the general inmate population, may be provided, based upon an offender's apparent ability to pay, such that disparate conditions of confinement are created for the same or similar offenders within a jurisdiction.

42. Mitigation of Health, Safety and Environmental risks dealing with Clandestine Methamphetamine Laboratories

If an award is made to support methamphetamine laboratory operations the subgrant recipient must comply with this condition, which provides for individual site environmental assessment/impact statements as required under the National Environmental Policy Act.

- a. General Requirement: The subgrant recipient agrees to comply with Federal, State, and local environmental, health and safety laws and regulations applicable to the investigation and closure of clandestine methamphetamine laboratories and the removal and disposal of the chemicals, equipment, and wastes used in or resulting from the operation of these laboratories.
- b. Specific Requirements: The subgrant recipient understands and agrees that any program or initiative involving the identification, seizure, or closure of clandestine methamphetamine laboratories can result in adverse health, safety and environmental impacts to (1) the law enforcement and other governmental personnel involved; (2) any residents, occupants, users, and neighbors of the site of a seized clandestine laboratory; (3) the seized laboratory site's immediate and surrounding environment of the site(s) where any remaining chemicals,

equipment, and waste from a seized laboratory's operations are placed or come to rest.

Therefore, the subgrant recipient further agrees that in order to avoid or mitigate the possible adverse health, safety and environmental impacts from any of clandestine methamphetamine operations funded under this award, it will (1) include the nine, below listed protective measures or components; (2) provide for their adequate funding to include funding, as necessary, beyond that provided by this award; and (3) implement these protective measures directly throughout the life of the subgrant. In so doing, the subgrant recipient understands that it may implement these protective measures directly through the use of its own resources and staff or may secure the qualified services of other agencies, contractor or other qualified third party.

- (1) Provide medical screening of personnel assigned or to be assigned by the subgrant recipient to the seizure or closure of clandestine methamphetamine laboratories;
- (2) Provide Occupational Safety and Health Administration (OSHA) required initial and refresher training for law enforcement officials and other personnel assigned by the subgrant recipient to either the seizure or closure of clandestine methamphetamine laboratories;
- (3) As determined by their specific duties, equip personnel assigned to the project with OSHA required protective wear and other required safety equipment;
- (4) Assign properly trained personnel to prepare a comprehensive contamination report on each closed laboratory;
- (5) Employ qualified disposal contractors to remove all chemicals and associated glassware, equipment, and contaminated materials and wastes from the site(s) of each seized clandestine laboratory;
- (6) Dispose of the chemicals, equipment, and contaminated materials and wastes removed from the sites of seized laboratories at properly licensed disposal facilities or, when allowable, properly licensed recycling facilities;
- (7) Monitor the transport, disposal, and recycling components of subparagraphs 5 and 6 immediately above in order to ensure proper compliance;
- (8) Have in place and implement an inter-agency agreement or other form of commitment with a responsible State environmental agency that provides for that agency's (i) timely evaluation of the environmental conditions at and around the site of a closed clandestine laboratory and (ii) coordination with the responsible party, property owner, or others to ensure that any residual contamination is remediated, if necessary, and in accordance with existing State and Federal requirements; and
- (9) Have in place and implement a written agreement with the responsible state or local service agencies to properly respond to any minor, as defined by state law, at the site. This agreement must ensure immediate response by qualified personnel who can (i) respond to the potential health needs of any minor at the site; (ii) take that minor into protective custody unless the minor is criminally involved in the meth lab activities or is subject to arrest for other criminal violations; (iii) ensure immediate medical testing for methamphetamine toxicity; and (iv) arrange for any follow-up medical tests, examinations, or health care made necessary as a result of methamphetamine toxicity.

43. Limited English Proficiency (LEP)

In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of

1964, 42 U.S.C. § 2000d, recipients of Federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with LEP. For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website at <http://www.lep.gov>.

44. The Coastal Barrier Resources Act

The subgrant recipient will comply and assure the compliance of all contractors with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

45. Enhancement of Security

If funds are used for enhancing security, the subgrant recipient agrees to:

- a. Have an adequate process to assess the impact of any enhancement of a school security measure that is undertaken on the incidence of crime in the geographic area where the enhancement is undertaken.
- b. Conduct such an assessment with respect to each such enhancement; and, submit to the Department the aforementioned assessment in its Final Program Report.

46. Environmental Protection Agency's (EPA) list of Violating Facilities

The subgrant recipient assures that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Program Purpose are not listed on the EPA's list of Violating Facilities and that it will notify the Department of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

47. Flood Disaster Protection Act

The subgrant recipient will comply with Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, requiring that the purchase of flood insurance in communities where such insurance is available as a condition of the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified as an area having special flood hazards.

48. National Historic Preservation Act

It will assist the Department (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).

49. Omnibus Crime Control and Safe Streets Act

The subgrant recipient will comply and assure the compliance of all contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended; the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act; as appropriate; the provisions of the current edition of the Office of Justice Program Financial and Administrative Guide for Grants; and all other applicable State and Federal laws, orders, circulars, or regulations.

50. Human Research Subjects

Subgrant recipient agrees to comply with the requirements of 28 C.F.R. part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

51. National Information Exchange Model specifications

To support public safety and justice information sharing, the Office of Justice Programs requires the subgrant recipient to use the National Information Exchange Model (NIEM) specifications and guidelines for this particular grant. Subgrant recipient shall publish and make available without restriction all schemas generated as a result of this grant to the component registry as specified in the guidelines. For more information on compliance with this condition, visit <http://www.niem.gov/implementationguide.php>.

52. Reporting, Data Collection and Evaluation

The subgrant recipient agrees to comply with all reporting, data collection and evaluation requirements, as prescribed by the Bureau of Justice Assistance in the program guidance for the Justice Assistance Grant (JAG). Compliance with these requirements will be monitored by the Bureau of Justice Assistance.

53. Privacy Certification

The subgrant recipient agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Subgrant recipient further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.

54. State Information Technology Point of Contact

The subgrant recipient agrees to ensure that the State Information Technology Point of Contact receives written notification regarding any information technology project funded by this grant during the obligation and expenditures period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these grant funds. In addition, the recipient agrees to maintain an administrative file documenting the meeting of this requirement. For a list of State Information Technology Points of Contact, go to <http://www.it.ojp.gov/default.aspx?area=policyAndPractice&page=1046>.

55. Interstate Connectivity

To avoid duplicating existing networks or IT systems in any initiatives funded by the Bureau of Justice Assistance for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the subgrant recipient can demonstrate to the satisfaction of the Bureau of Justice Assistance that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

56. Supplanting

The subgrant recipient agrees that funds received under this award will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for law enforcement activities.

57. Conflict of Interest

The subgrant recipient and implementing agency will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

58. Uniform Relocation Assistance and Real Property Acquisitions Act

The subgrant recipient will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs.

59. Limitations on Government Employees Financed by Federal Assistance

The subgrant recipient will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

60. Equal Treatment for Faith Based Organizations

The subgrant recipient agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith based organizations may, in some circumstances, consider religion as a basis for employment. See http://www.ojp.gov/about/ocr/equal_fbo.htm.

61. Certification for Employees Working Solely on a Single Federal Award

Any project staff that are fully funded by the grant must certify that they worked solely on the grant. The certification must be prepared at least semi annually and must be signed by the employee and by a supervisory official having first hand knowledge of the work performed by the employee.

62. Reporting Potential Fraud, Waste, Abuse, and Similar Misconduct

The subgrant recipient must promptly refer to the Florida Department of Law Enforcement, Office of Criminal Justice Grants any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds

63. Task Force Training Requirement

The subgrant recipient agrees that within 120 days of award, for any law enforcement task force funded with these funds, the task force commander, agency executive, task force officers, and other task force members of equivalent rank, will complete required online (internet-based) task force training to be provided free of charge through BJA's Center for Task Force Integrity and Leadership. All current and new task force members are required to complete this training once

during the life of the award, or once every four years if multiple awards include this requirement. This training will address task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. Additional information will be provided by BJA regarding the required training and access methods via BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

64. Funds to Association of Community Organizations for Reform Now (ACORN) Unallowable

Subgrant recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.

65. High Risk Subgrant Recipients

The subgrant recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the U.S. Department of Justice determines that the subgrant recipient is a high-risk grantee. Cf. 28 C.F.R. parts 66, 70.

66. Text Messaging While Driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the subgrant recipient is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this subgrant and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

67. Central Contractor Registry (CCR)

The subgrant recipient must maintain the currency of its information in the CCR until it submits the final financial report required under this award or receives the final payment, whichever is later. This requires that the subgrant recipient review and update the information at least annually after the initial registration, and more frequently if required by changes in its information or another award term.

68. Maximum Allowable Salary

No portion of these federal grant funds shall be used towards any part of the annual cash compensation of any employee of the subgrant recipient whose total annual cash compensation exceeds 110% of the maximum salary payable to a member of the Federal government's Senior Executive Service at an agency with a Certified SES Performance Appraisal System for that year. (The salary table for SES employees is available at <http://www.opm.gov/oca/10tables/indexSES.asp>.) (A subgrant recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

PERRY POLICE DEPARTMENT

211 S. Jefferson St, Perry, FL 32347

(850) 584-5121 fax (850) 584-7322

VERN CLARK – CHIEF OF POLICE

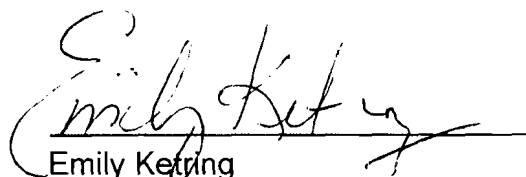
06/21/2012

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

In compliance with State of Florida *Rule 11D-9*, F.A.C., the City of Perry approves the distribution of \$45,641.00 (total allocation available) of Federal Fiscal Year 2013 Edward Byrne Memorial JAG Program funds for the following projects within Taylor County.

<u>Subgrantee</u> <u>(City or County)</u>	<u>Title of Project</u>	<u>Dollar Amount</u> <u>(Federal Funds)</u>
Taylor County	Taylor County Eradication Task Force	\$22,820.50
City of Perry	Perry Unified Task Force	\$22,820.50

Respectfully,


Emily Ketting
Mayor

CERTIFICATION FORM

Recipient Name and Address: Taylor County Sheriff's Office, 108 N. Jefferson St, Ste 103
Perry, FL 32347

Grant Title: Taylor County Drug Eradication Task Force Grant Number: 2013-JAGC-1948 Award Amount: 45,641

Contact Person Name and Title: Ron Rice, Captain Phone Number: 850) 838-3505

Federal regulations require recipients of financial assistance from the Office of Justice Programs (OJP), its component agencies, and the Office of Community Oriented Policing Services (COPS) to prepare, maintain on file, submit to OJP for review, and implement an Equal Employment Opportunity Plan (EEOP) in accordance with 28 C.F.R. §§ 42.301-.308. The regulations exempt some recipients from all of the EEOP requirements. Other recipients, according to the regulations, must prepare, maintain on file and implement an EEOP, but they do not need to submit the EEOP to OJP for review. Recipients that claim a complete exemption from the EEOP requirement must complete Section A below. Recipients that claim the limited exemption from the submission requirement, must complete Section B below. A recipient should complete *either* Section A or Section B, not both. If a recipient receives multiple OJP or COPS grants, please complete a form for each grant, ensuring that any EEOP recipient certifies as completed and on file (if applicable) has been prepared within two years of the latest grant. Please send the completed form(s) to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7th Street, N.W., Washington, D.C. 20531. For assistance in completing this form, please call (202)307-0690 or TTY (202) 307-2027.

Section A- Declaration Claiming Complete Exemption from the EEOP Requirement. Please check all the boxes that apply.

- | | |
|--|---|
| <input type="checkbox"/> Recipient has less than 50 employees, | <input type="checkbox"/> Recipient is an Indian tribe, |
| <input type="checkbox"/> Recipient is a non-profit organization, | <input type="checkbox"/> Recipient is an educational institution, or |
| <input type="checkbox"/> Recipient is a medical institution, | <input type="checkbox"/> Recipient is receiving an award less than \$25,000 |

I, _____ [responsible official], certify that _____ [recipient] is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R. §42.302. I further certify that _____ [recipient] will comply with applicable Federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Print or type Name and Title

Signature

Date

Section B- Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review.

If a recipient agency has 50 or more employees and is receiving a single award or subaward for \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEOP to OJP for review as long as it certifies the following (42 C.F.R. § 42.305):

I, L.E. "Bummy" Williams [responsible official], certify that the Taylor County Sheriff's Office [recipient], which has 50 or more employees and is receiving a single award or subaward for \$25,000 or more, but less than \$500,000, has formulated an EEOP in accordance with 28 CFR §42.301, *et seq.*, subpart E. I further certify that the EEOP has been formulated and signed into effect within the past two years by the proper authority and that it is available for review. The EEOP is on file in the office of: Dannielle Welch- Finance (TCSO) [organization], at 108 N. Jefferson St, Ste 103, Perry, FL [address], for review by the public and employees or for review or audit by officials of the relevant state planning agency or the Office for Civil Rights, Office of Justice Programs, U. S. Department of Justice, as required by relevant laws and regulations.

L.E. "Bummy" Williams, Sheriff

Print or type Name and Title

Signature

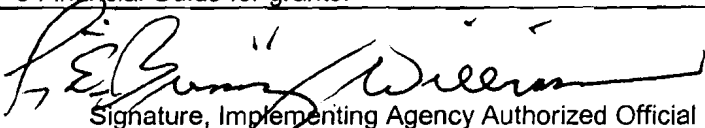
Date

CONFIDENTIAL FUNDS CERTIFICATION

Florida Department of Law Enforcement
Edward Byrne Memorial Justice Assistance Grant Program

Certification Regarding Confidential Funds

A signed certification that the project director has read, understands, and agrees to abide by the provisions in Chapter 8 of the Office of Justice Programs' (OJP) Financial Guide is required from all projects that involve confidential funds from either Federal or matching funds. The signed certification must be submitted at the time of the grant application.

(To Be Completed by OCJG)	Project Title:
Project Number:	Taylor County Drug Eradication Task Force
Name of Subgrantee: Taylor County Board of County Commissioners	
Name of Implementing Agency: Taylor County Sheriff's Office Address: 108 N. Jefferson St., S-103 Perry, Florida 32347	
Name of Implementing Agency Authorized Official: L. E. "Bummy" Williams, Sheriff, Taylor County	Telephone Number: 850-584-4225
This is to certify that I have read, understand, and agree to abide by all of the conditions for confidential funds as set forth in the effective edition of OJP's Financial Guide for grants.	
18 June 2012 Date	 Signature, Implementing Agency Authorized Official
DEFINITIONS FOR TYPES OF SPECIAL LAW ENFORCEMENT OPERATIONS	
<ol style="list-style-type: none">1. <u>Purchase of Services (P/S)</u>. This category includes travel or transportation of a non-federal officer or an informant; the lease of an apartment, business front, automobiles, aircraft or boat, or similar effects to create or establish the appearance of affluence; and/or meals, beverages, entertainment and similar expenses (including buy money and flash rolls, etc.) for undercover purposes, within reasonable limits.2. <u>Purchase of Evidence (P/E)</u>. This category is for the purchase of evidence and/or contraband such as narcotics and dangerous drugs, firearms, stolen property, counterfeit tax stamps, etc., required to determine the existence of a crime or to establish the identity of a participant in a crime.3. <u>Purchase of Specific Information (P/I)</u>. This category includes the payment of monies to an informant for specific information. Other informant expenses classified under P/S may be charged accordingly.	

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 6: Signatures

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duly authorized officers on the date, month and year set out below.

**Corrections on this page, including Strikeovers,
whiteout, etc. are not acceptable.**

State of Florida
Department of Law Enforcement
Office of Criminal Justice Reform

Signature: _____

Typed Name and Title: _____

Date: _____

Subgrant Recipient
Notwithstanding, Officer of Law Enforcement Unit
Representative of the State, Mayor or Designated Representative

Typed Name of Subgrant Recipient: _____

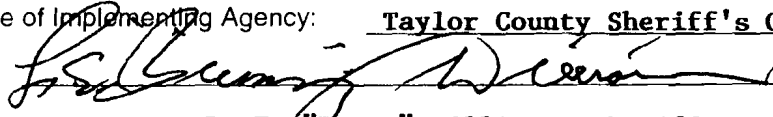
Signature: _____

Typed Name and Title: _____

Date: _____

Implementing Agency
Notwithstanding, Officer of Law Enforcement Unit
Representative of the State, Mayor or Designated Representative

Typed Name of Implementing Agency: Taylor County Sheriff's Office

Signature: 

Typed Name and Title: L. E. "Bummy" Williams, Sheriff

Date: 18 June 2012

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to review and approve the Application For Funding for the 2012 funding cycle for the Florida Small Cities Community Development Block Grant (CDBG), the Authorizing Resolution, the Enabling Resolution and the Community Development Block Grant Housing Assistance Plan for Taylor County.

MEETING DATE REQUESTED:

July 2, 2012

Statement of Issue: Board to review and approve grant application for the 2012 funding cycle for the Florida Small Cities CDBG Program. Also required to be approved is an Enabling Resolution, Authorizing Resolution, and the CDBG Housing Assistance Plan for Taylor County. The County is requesting funding in the amount of \$750,000 for housing rehabilitation assistance for low to moderate income residents of Taylor County. Grant recipients must live outside the city limits of Perry.

Recommended Action: Approval of application and required support documents for the 2012 CDBG grant cycle requesting funding in the amount of \$750,000 to be used for housing rehabilitation assistance.

Fiscal Impact: Requesting funding assistance in the amount of \$750,000. The County will be providing a match of \$75,000 which has been set aside with SHIP housing funds. These are state funds and can be used for a match for CDBG funds which are federal funds. No additional match will be required from the County.

Budgeted Expense: Y/N

Submitted By:

Contact:

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The County held two public hearings (June 4 and July 2, 2012) to discuss and receive public input for the 2012 CDBG program funding cycle. A Fair Housing presentation was given at the June 4, 2012 Board meeting which is a requirement of the grant application. If

approved, the County will be submitting grant application requesting funding in the amount of \$750,000 to provide housing rehabilitation to low to moderate income residents of Taylor County who live outside the city limits of Perry. The Authorizing Resolution is required to enable the Board Chairperson to sign documents related to the 2012 CDBG grant application. The Enabling Resolution is required to verify the County has set aside SHIP funds in the amount of \$75,000 as a match for the grant application. A current, approved CDBG Housing Assistance Plan is a required attachment to the grant application. The County is required to have the 2011 CDBG grant closed out prior to submitting the 2012 grant application. County staff is in the process of preparing close out documents and will have the grant closed out by mid July.

Attachments: 2012 Application for Funding for the Florida Small Cities Community Development Block Grant, Enabling Resolution, Authorizing Resolution, and CDBG Housing Assistance Plan for Taylor County.

**TAYLOR COUNTY
BOARD OF COUNTY COMMISSIONERS**

RESOLUTION 12-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA, REGARDING THE EXPENDITURE OF STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) FUNDS ON COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ELIGIBLE ACTIVITIES AS LEVERAGE FOR THE 2012 FLORIDA SMALL CITIES CDBG HOUSING REHABILITATION APPLICATION; PROVIDING AN EFFECTIVE DATE.

WHEREAS, providing leverage funds increases the competitiveness of Taylor County's 2012 Community Development Block Grant (CDBG) Housing Rehabilitation application;

WHEREAS, State Housing Initiatives Partnership (SHIP) may be used as leverage for CDBG Housing Rehabilitation Applications;

WHEREAS, the Board of County Commissioners of Taylor County, Florida, wishes to assist in the scoring of the Taylor County's 2012 CDBG Housing Rehabilitation application to increase its competitiveness and expand the scope of that grant to benefit the Citizens of Taylor County.

NOW, THEREFORE, BE IT RESOLVED:

1. That the Taylor County Board of County Commissioners does hereby intend to spend \$75,000 in State Housing Initiatives Partnership (SHIP) funds as they may be available on Community Development Block Grant (CDBG) eligible activities identified in the 2012 CDBG Housing application as local government leverage in

accordance with the applicable rules and guidelines as set forth by the Florida Department of Economic Opportunity.

2. That the Taylor County Board of County Commissioners does hereby intend to expend all local government leverage between the time of site visit and the time of administrative close-out for said application, in accordance with applicable rules and guidelines as set forth by the Florida Department of Economic Opportunity.

3. That this resolution shall take effect immediately upon its adoption.

DULY ADOPTED in regular session, this 2nd day of July, 2012.

TAYLOR COUNTY, FLORIDA

By: _____
Patricia Patterson, Chair
Board of County Commissioners

ATTEST:

Annie Mae Murphy, Clerk

APPROVED AS TO FORM:

Taylor County Attorney

TAYLOR COUNTY
BOARD OF COUNTY COMMISSIONERS

RESOLUTION 12-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA, AUTHORIZING THE CHIEF ELECTED OFFICIAL TO MAKE APPLICATION TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY (DEO) FOR APPROVAL OF TAYLOR COUNTY'S 2012 HOUSING REHABILITATION COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG); PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Small Cities Community Development Block Grant (CDBG) program is a competitive grant program administered by the Florida Department of Economic Opportunity (DEO) that address critical housing and infrastructure needs;

WHEREAS, Taylor County is eligible to apply to DEO for funding from the Community Development Block Grant program;

WHEREAS, Taylor County is experiencing a need for physical housing improvements to benefit low-to-moderate income persons;

WHEREAS, the Board of County Commissioners of Taylor County conducted a first Public Hearing on June 4, 2012, to obtain citizen input as to the type of grant application that it should submit to the DEO under the FFY 2012 CDBG Program;

WHEREAS, the Board of County Commissioners of Taylor County conducted a second Public Hearing on July 2, 2012, to allow citizens to review and comment on a proposed 2012 CDBG Housing Rehabilitation grant application;

WHEREAS, as a result of the second public hearing, the Commission agreed to submit a 2012 Housing Rehabilitation CDBG Application;

NOW, THEREFORE, BE IT RESOLVED:

1. That the Community Development Block Grant (CDBG) Program is declared to be a workable program for providing needed physical housing improvements to benefit low-to-moderate income persons indicated in the proposed Federal Fiscal Year (FFY) 2012 CDBG application.

2. That the Taylor County Board of County Commissioners directs that the Chief Elected Official or County Administrator, in his absence, is authorized to sign all necessary certifications and to execute and submit the attached CDBG application to the Florida Department of Economic Opportunity by October 1, 2012, for approval.

3. That the Taylor County Board of County Commissioners directs the Chief Elected Official or County Administrator, in his absence, to submit additional information in a timely manner as may be required by the Florida Department of Economic Opportunity in connection with the CDBG Program.

4. That the proposed CDBG application is consistent with the local Comprehensive Plan, and that the County has an adopted Community Development Plan.

5. That this resolution shall take effect immediately upon its adoption.

DULY ADOPTED in regular session, this 2nd day of July, 2012.

TAYLOR COUNTY, FLORIDA

By: _____
Patricia Patterson, Chair
Board of County Commissioners

ATTEST:

Annie Mae Murphy, Clerk

APPROVED AS TO FORM:

Taylor County Attorney

Community Development Block Grant
Housing Assistance Plan
for
Taylor County

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I. INTRODUCTION

This manual is a guide for operating the housing rehabilitation related aspects of **Taylor County** Community Development Block Grant (CDBG) program. The responsibilities of **Taylor County** the homeowner, construction contractor and the Housing Rehabilitation Specialist are specifically addressed in this manual. The major focus of this manual is on housing rehabilitation, demolition/clearance and replacement of dwellings. Relocation of households is also covered to a limited extent. The Anti-displacement Policy should be consulted if displacement or permanent relocation becomes necessary.

The goal for the CDBG program is to rehabilitate substandard units located in **Taylor County** and to bring them up to a minimum acceptable living standard. This standard is the HUD Section 8 Minimum Housing Quality Standard and the Florida Building Code. This goal will be achieved through the use of CDBG funds to contract for the required rehabilitation construction. The rehabilitation units to be assisted shall be owner-occupied.

II. HOUSING REHABILITATION OBJECTIVES AND POLICIES

A. *Objectives*

The objectives of the **Taylor County** Housing Rehabilitation Program are:

1. To encourage the revitalization of very low to low-to-moderate income neighborhoods through a Housing Rehabilitation Deferred Payment Loan (DPL) Program.
2. To remove unhealthy or hazardous conditions in low-to-moderate income households.
3. To use Community Development Block Grant rehabilitation grant funds as a catalyst to encourage residents of low-to-moderate income neighborhoods to improve their community.
4. To preserve existing housing stock, or replacement of substandard housing.
5. To enable low-to-moderate income families to rehabilitate their homes by providing financial and technical assistance to those unable to obtain private financing.
6. To reduce utility costs and to improve the comfort of very low to low-to-moderate income families through weatherization aspects of rehabilitation.

7. To improve the property tax base in low-to-moderate income neighborhoods.
8. To increase employment and training opportunities for local residents and minority persons through the provision of funds for the rehabilitation of homes.
9. To make homes accessible to elderly/handicapped occupants as may be required by code, accessibility requirements, and as good judgement may dictate.
10. To minimize impact of program participation on recipients and to limit direct costs encountered because of program participation.
11. To incorporate the following "Green" Rehabilitation Standards
 1. Any appliances replaced or installed shall be Energy Star.
 2. Any door and/or window replaced or installed shall be Energy Star.
 3. Any lighting fixture replaced or installed shall be Energy Star.
 4. Weatherization of all homes rehabilitated. At a minimum, weatherization shall include attic, and if appropriate, floor insulation as well as sealing all exterior walls. Other weatherization activities are at the local government's option. (New home construction is presumed to meet the minimum insulation and sealing requirements.
 5. Any replaced or new (for new home construction) HVAC unit shall have a SEER rating of at least 14.

B. *Rehabilitation Policies*

It is the policy of the **Taylor County** Rehabilitation Program to:

1. Assure that the Program is administered in strict conformance with the community development and rehabilitation rules and all applicable local, state and federal requirements (including equal opportunity, conflict of interest, etc.)
2. Treat all participating property owners, residents, and contractors fairly, with sensitivity and respect for their needs, and in accordance with program rules.
3. Provide all program participants any reasonable assistance necessary to carry out the objectives of the program, bearing in mind:
 - 1) that property owners hold the primary responsibility for maintaining their property and personal finances.

- 2) that contractors are primarily responsible for the quality of their work and their obligations to suppliers, creditors, subcontractors, and employees; and
 - 3) that any assistance provided must be authorized at the proper level.
4. Assure that no member of the Congress of the United States, the Citizen Advisory Task Force or the **Taylor County Board of County Commissioners** shall share in proceeds or benefits of CDBG funded rehabilitation work.
 5. Allow some flexibility in administering the program in order to meet the program's goals and objectives of rehabilitating each addressed dwelling to attain HUD Section 8 Minimum Housing Quality Standards and the Florida Building Code. The **Taylor County Board of County Commissioners** may waive program rules only when the result will be consistent with established goals and objectives and applicable federal, state, or local regulations.
 6. Housing rehabilitation will be the first priority, with housing replacement units being addressed when program funds are available.

C. *Identification of Units*

Housing Rehabilitation will take place only on units approved by **Taylor County** and in accordance with grant requirements established by the State of Florida. Alternate units may be provided to replace any primary units that may become ineligible. **Taylor County** will solicit applications either from other housing assistance providers that have knowledge of need within **Taylor County**, by placing notices in public areas throughout **Taylor County** and/or by advertising in publicly circulated publications. **Taylor County** will review applications received using the following selection criteria:

1. Has the recipient previously been furnished assistance and, if so, when and under what circumstances? A former recipient cannot be assisted for ten years and, in any event, will not be served again until all other eligible recipients have received assistance.
2. Number of persons in the family and the family income.
3. Type of construction (i.e., block, manufactured home, wood frame, etc.), state of deterioration of the residence, and estimated cost to rehabilitate as compared to 1) average residence cost calculated in the application and 2) the value of the residence after rehabilitation. Assistance for mobile or manufactured housing will be included in the program, but will be restricted to replacement of said structure with a site built home, unless specifically prohibited by local or state regulations.

4. Location of the residence with reference to defined areas, i.e., floodplain, zoning, incompatible use, etc.
5. Applicants located in Special Flood Hazard Areas (flood plains) designated as "A" or "V" zones or designated wetlands shall not be ranked.
6. Compatibility (consistency) of the proposed residence rehabilitation with the local comprehensive plan and/or land development regulations.
7. Is the recipient current on payments to the local government (i.e., garbage/trash bill, utility bills, taxes, etc.) and mortgage/lien holders?
8. Recipients' willingness to maintain reasonable standard of care and maintenance to protect and enhance the investment by meeting local nuisance, trash, and other environmental or health codes.
9. Does the recipient have clear title to the property?
10. Is the structure more than 50 years old? The applicant shall indicate on the application form whether to his/her knowledge the structure is older than 50 years old. If he/she answers yes or if other evidence suggests the structure is more than 50 years old, **Taylor County** must notify the State Bureau of Historic Preservation and receive written approval for the rehabilitation. Property appraiser, tax records, or other government agencies records will be researched to verify the age of the structure.
11. In addition to the above, the following priority ranking in Appendix A shall be strictly adhered to in the selection of qualifying applicants.
12. This program will not assist in the rehabilitation or replacement of rental housing structures.

D. Approval of Ranking, and Removal of Units from the Program

The Housing Rehabilitation Specialist and the Project Administrator shall review and rank the applications based on the criteria attached as Appendix A. This ranking shall be reviewed and approved by the Citizen Advisory Task Force, and their recommendation to the local governing body for their approval. The application process will have a noticed cut off date for the receipt of applications. Applications received after that date shall be considered on a first come, first served basis after the primary list of applicants has been considered.

The Housing Rehabilitation Specialist or the Project Administrator may remove a housing unit from the program for a change in household income, approved selection criteria, or for not complying with the minimum qualification procedures. If it is

determined that it is necessary to remove an applicant from the program, a certified letter will be sent to the applicant stating the reasons for the removal. The applicant will have the right to appeal the decision as identified in the Citizen Participation Plan.

III. CONFLICT OF INTEREST

Although addressed in other places in this Policy, adherence to rules and regulations on this matter is mandatory. All applicants that may have a business or familial relationship with a member of the **Taylor County** Commission, Citizen Advisory Task Force Committee, Housing Rehabilitation Specialist, Program Administrator, or participating construction contractors must fully disclose this relationship on the Application and definitely before a construction contract is executed. In addition, all beneficiary names must be disclosed at the regular meetings of the **Taylor County** Commission and the Citizen Advisory Task Force (CATF) as selection of beneficiaries occur, and these names must be included in the minutes of both the Council and the CATF meetings. The **Taylor County** Commission and CATF members must disclose any relationship with an applicant and must abstain from any vote related to that applicant. As soon as a final ranking of the applications is made, that ranking and any cases of conflict of interest must be made known at a meeting of the **Taylor County** Commission. Before an applicant with a potential or real conflict is given final approval for participation, **Taylor County** must notify the Department of Community Affairs (DCA) in writing. Prior to any rehabilitation, **Taylor County** must receive written notification of DCA's approval of the application, in accordance with 24 C.F.R. Section 570.489. If this process is not followed the local government and/or the applicant may be liable for returning the funds to the program.

IV. HOUSING REHABILITATION FINANCING

The Housing Rehabilitation Program provides financing to homeowners in the form of 100% Deferred Payment Loans, the amount of which shall include the accepted bid amount plus a contingency reserve.

A. *Deferred Payment Loans (DPL)*

Deferred Payment Loans are conditional grants, and are provided to homeowners who are unable or unlikely to obtain conventional financing due to their income limits. The Deferred Payment Loan (DPL) involves a security instrument (lien) requiring repayment of the loan only if the homeowner sells or transfers ownership of the rehabilitated home, ceases to use it as his/her primary residence within five years of the date of the DPL, or fails to maintain reasonable required standards of care and maintenance. During the five-year period, the principal is "forgiven" or subtracted from the principal balance in equal monthly amounts, so that at the end of the fifth year of owner occupancy (by at least one of the recipients if owned jointly), the loan is fully amortized. There is no interest charged during the five years.

In the event that the sole owner dies or both/all owners die within the five-year loan period, repayment of the loan will not be required.

If repayment of a DPL becomes due, the prorated principal balance will be due in full within thirty (30) days of the sale/transfer of ownership or the owner's cessation of primary residence at the property. If the owner is unable to make such payment, the **Taylor County Board of County Commissioners** may, at their discretion, allow repayment of the DPL over a term not to exceed ten (10) years, at a yield of not more than six percent (6%) interest per annum.

Homeowners whose household incomes do not exceed the HUD Section 8 low-to-moderate income limit will receive a Deferred Payment Loan for 100% of the cost of rehabilitation.

The maximum DPL for an owner-occupied single family dwelling is \$80,000. The owner-occupied units in a two to four unit dwelling may receive a DPL of up to \$60,000 per unit. The owner/occupant of a multi-family dwelling must finance any required rehabilitation of the remaining unit(s) through private funding.

If rehabilitation costs require more than \$60,000 and the owner is unable to finance the additional cost, the dwelling unit may be disqualified unless alternative funding is available. Grant application scoring indicates an average rehabilitation amount that is to be attained. Very high costs frequently adversely impact other units planned for rehabilitation, therefore the ability to maintain the necessary average must enter into the decision process.

As a general policy, a contingency amount of about 5% should be placed on reserve for change orders. Exceptions may be made to this rule if the owner provides a firm commitment to pay for all required changes exceeding the authorized loan limit or if the Administrator determines that the situation does not require a contingency fund.

B. Scope of Rehabilitation Assistance

CDBG financing of housing rehabilitation is available for the following purposes:

1. correcting local housing code (Florida Building Code) and Section 8 standard violations;
2. providing cost effective energy conservation features;
3. provide reasonable repairs and modifications to make the dwelling accessible to handicapped and elderly occupants as necessary and technically feasible; and

4. correcting health and/or safety violations that may be present, including replacement of dilapidated or malfunctioning stoves or refrigerators and interim controls or abatement of lead-based paint hazards;

New construction (adding a room or closing in a carport, etc.) is eligible for rehabilitation financing only to eliminate over-crowding or to provide bathroom or laundry hook ups. General property improvements are eligible for program funds when necessary to obtain an accurate level of utility, to decrease high maintenance costs, or the elimination of blight. Examples of eligible general property improvements include installation of cabinets and linen closets, functional changes in room layout, replacement of unapproved or damaged floor covering, and enclosure of a porch for use as a bathroom where the dwelling does not have adequate interior space.

Some general property improvements may be provided at the owner's expense. Other additional improvements, above those required to achieve minimum standards, are optional and at owner expense. The cost for any such improvements shall be borne totally by the owner who must deposit the funds with the local government before the improvements begin if the improvements are to be a part of the rehabilitation contract.

General property improvements that are paid for by the property owner must be included in the Contract for Rehabilitation that is developed and administered by the Housing Rehabilitation Program. However, ineligible new construction must be contracted separately. The property owner must also deposit the necessary funds to cover the additional improvements into the local government's program account. This must be done prior to construction. Otherwise, the addition items will not be included in the construction. Furthermore, any construction not covered in the construction contract will be inspected by the local Building Inspector but will not be inspected by the Housing Rehabilitation Specialist.

V. QUALIFICATIONS

A. General

In order for a homeowner to be eligible for rehabilitation assistance, the following criteria must be met:

1. Total Household income must not exceed the low-to-moderate limits set for the HUD Section 8 program at the time assistance is provided.
2. The owner must possess and provide clear title to the property, although it may be jointly owned and the property may be mortgaged. Ownership through life estate, heir property or other legal satisfactorily documented ownership is considered satisfactory for program participation. Providing proof of title is an owner responsibility and expense.

3. The owner must reside in the dwelling to be rehabilitated for at least one year prior to the time of application.
4. Property tax, mortgage payments and utility bills must be current and ownership must not be jeopardized by any other threat of foreclosure, default or clouded title.
5. The property must be fully insured for flood insurance if the home is in the 100-year flood plain. Flood insurance must remain in effect until Administrative Closeout of the Grant Agreement. Any unit to be addressed with rehabilitation funds must be elevated to at least 1' above base flood elevation (or to local code) whichever is greater.
6. All applicants that may have a business or familial relationship with a member of the **Taylor County Board of County Commissioners**, the Citizen Advisory Task Force Committee, Housing Rehabilitation Specialist, Program Administrator and participating construction contractors must fully disclose this relationship at the time of the application, at the point in time in which the conflict occurs, and definitely before a construction contract is executed.
7. If a boundary survey is required, the owner is responsible for providing necessary proof or documentation at the owner's expense.
8. Residents and owners of rental property are not eligible to participate in the program.

B. *Household Income*

The following rules are applicable in determining household income:

1. The gross income of all household members occupying the dwelling is included in calculating household income. However, wages earned by dependent minor children (under 18) are not included in total.
2. Rent or other household support contributed by non-household occupants of a dwelling is included in household income.
3. The owner's assets, with the exception of the home in which he/she resides and personal property such as an automobile, will be considered in determining eligibility. The actual annual income from the asset will be calculated as part of the total household income. Inclusion of such assets, if any, will be in strict accordance with 24 CFR 813.106 and any current modification thereof.

VI. STRUCTURAL REQUIREMENTS

A. General

In addition to owner eligibility requirements for participation in the Housing Rehabilitation Program, the dwelling must be:

1. below Section 8 Minimum Housing Quality Standards; and
2. feasible for rehabilitation. In order for a house to be considered feasible for rehabilitation, proposed construction must:
 - a) correct all violations of the local housing code and Section 8 standards;
 - b) provide interim controls or abatement for lead-based paint hazards as required by HUD and EPA for structures constructed prior to 1978 that will be assisted by the program. All houses built prior to 1978 will be tested for lead based paint. If lead based paint is found, interim control procedures will be used for all houses rehabilitated at or below \$25,000. Houses above \$25,000 will be rehabilitated using abatement procedures. The occupants will be notified of the hazards of lead-based paint, the symptoms and treatment of lead poisoning, how to avoid poisoning, lead level screening requirements, and appropriate abatement procedures;
 - c) meet applicable local zoning requirements, as well as local, state, and federal housing code requirements for rehabilitation work;
 - d) leave at least 20% of the original structure based upon the formula provided in this chapter;
 - e) not exceed the program costs noted in this chapter; and
 - f) be made reasonably accessible to handicapped/elderly occupants, when the unit is occupied by such.
 - g) New Construction or substantial improvement of any residential building (or manufactured home) located within the 100 year flood plain shall have the lowest floor, including basement elevated no lower than (1) foot above the base flood elevation (or per local code). Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate the unimpeded movements of flood waters shall be provided.

B. Structural Integrity

Rehabilitation requires that at least 20% of the original structure remain after construction, based upon the following formula. Three (3) major components of the house are considered, with each component weighted to total 100% of the structural value of the house. These components and ratios are: roof - 20%, exterior walls - 60%, and flooring system - 20%.

As an illustration, if 50% of the roof must be replaced, 50% of the walls must be replaced, and 25% of the flooring system (including framing) must be replaced. The factors are then ratioed based on the 20/60/20 formula, so that 50% replacement of the roof is equal to replacing 10% of the structure, 50% replacement of the exterior walls equals 30% replacement of the structure, and 25% replacement of the flooring system equals 5% replacement of the structure. Thus, replacement equals 10%, plus 30%, plus 5%, or a total of 45% of the structure. This leaves 55 % of the original structure, indicating that the structure is feasible for rehabilitation.

This calculation will be performed by the Housing Rehabilitation Specialist. Should significant deterioration occur between application and time the unit is scheduled for rehabilitation, the unit will be re-evaluated for continued eligibility and a decision made by the Housing Rehabilitation Specialist whether to replace it with an alternate unit or to request a change in type of rehabilitation (demolition, permanent relocation, etc.) in accordance with current DCA contract requirements.

C. Cost Feasibility

As an additional means of guarding against program penalties for substantial reconstruction of a dwelling, the following cost limits are applicable to all rehabilitation areas. These limits are above the allowable CDBG financing limits and assume requirements for owner contributions or leveraging. The limits may be exceeded for rehabilitation costs when alternative funds are available for leveraging but must be specifically approved by the **Taylor County Board of County Commissioners** as exceeding the described limits.

\$80,000 per single family detached house
\$60,000 per unit of a two-to-four unit complex
\$52,000 per unit of a triplex or quadraplex

In addition, the cost of rehabilitation and improvements may not exceed the after-rehabilitation value of the dwelling. For site-built dwellings, the total cost of rehabilitation (plus other improvements, if any) may not exceed \$40 per square foot of dwelling space, excluding septic tank, well, or water/sewer hook-ups, which is less than the cost of new construction and will be assumed to meet the cost/value limit.

VII. PROCEDURES

A. Application and Inspection

Each property owner who applies for rehabilitation assistance is initially screened to determine whether he/she is eligible for a 100% Deferred Payment Loan. A preliminary inspection is then conducted to determine feasibility of rehabilitation.

If either the owner or the structure does not meet eligibility requirements for program participation, the Housing Rehabilitation Specialist will reject the application. A written rejection notification will be sent to the owner via certified mail and the local government designated representative within ten (10) days stating the reason for rejection.

If both the owner and the house appear to be eligible for program participation, the application/verification process continues. A work write-up with cost estimate is developed by the Housing Rehabilitation Specialist and approved by the property owner. The cost estimate for the job is considered confidential information until bid opening.

If special financing arrangements (such as the owner covering excessive costs or general property improvements) are required or anticipated, arrangements must be made prior to bidding to prevent soliciting bids on a case that cannot be financed. When the case receives preliminary approvals, bids are solicited for the job.

B. Bidding

Bidding of potential cases is conducted by the Housing Rehabilitation Specialist. Owners review the pre-approved list of eligible contractors before their cases are sent out for bids. Owners have the right to remove any contractor(s) from the list of prospective bidders for their case, as long as at least three (3) eligible contractors are allowed to bid. The owner must be willing to justify the removal of contractor(s) from the bidding list. Owners may also request additional contractors as bidders. If these owner-requested contractors submit the contractor application and are approved by the designated representative and are otherwise eligible, they may be added to the bidders list and bid on the case. The administrator makes maximum effort to ensure participation by minority contractors.

No housing unit owner or occupant, or employee or immediate relative of the same, either personally or corporately, shall serve as a contractor or sub-contractor to

be paid with CDBG funds for the rehabilitation of said building, nor shall they be paid for their own labor with CDBG funds for the rehabilitation of said building.

A notice is sent to each eligible bidder to inform them of the job. Bidding notices will be posted at primary governmental buildings to the maximum practical extent. Newspaper advertising for individual jobs is not preformed, as contractors must be pre-qualified.

Each contractor must attend a pre-bid conference held at the house to be rehabilitated or inspect the house under the owner's supervision. Failure to do so will result in automatic rejection of his/her bid(s) for the house(s).

Sealed bids will be opened at a public bid opening. The Housing Rehabilitation Specialist will generally recommend that the contract be awarded to the lowest responsible bidder within plus or minus fifteen percent (15%) of the cost estimate.

Taylor County and owner reserve the right to reject any and all bids and to award in the best interest of the owner and **Taylor County**. The owner must approve the bid award prior to signing contracts.

Each contractor must satisfactorily complete one job through the Housing Rehabilitation Program before receiving any additional contracts. No contractor will be allowed to have more than two (2) jobs under construction at one time without consent of the local government designated representative unless:

- 1) the anticipated date of commencement is after the scheduled and estimated date of completion of current jobs; or
- 2) the contractor has demonstrated, through past performance, his/her ability to satisfactorily complete multiple contracts in a timely manner thereby causing no impact on project and program completions.

This rule may be waived by the **Taylor County Board of County Commissioners** if it is determined that there is an inadequate pool of qualified bidders, if the other bids are excessive, or if other extenuating circumstances arise.

C. Contracting and Rehabilitation

The Housing Rehabilitation Specialist presents each case to the **Taylor County** designated representative before the DPL and contract are signed. The DPL amount, contract amount, contractor and owner eligibility are all approved by the designated representative.

The rehabilitation contract is executed between the homeowner and the contractor when the rehabilitation DPL is closed, with the three (3) day rescission period

running simultaneously for both legal agreements. Rehabilitation Agreements (for DPL's) are executed by the designated representative authorized to act on behalf of the **Taylor County Board of County Commissioners**.

The DPL and the Notice of Commencement are recorded immediately. The program pays for recording of the Agreement. The filing of the Notice of Commencement shall be the responsibility of the Contractor.

The Notice to Proceed is issued to the contractor as soon as possible after the rescission period elapses. When temporary relocation of the occupants is required, the Notice to Proceed will be delayed until the house is vacated. The contract time of performance (generally 30 - 45 days) begins with issuance of the Notice to Proceed.

D. *Inspections*****

Periodic inspections of the rehabilitation construction are performed by **Taylor County** and the Housing Rehabilitation Specialist throughout the contract period. These inspections are conducted to assure compliance with the contract standards for workmanship and materials, to detect any unauthorized deviations and to identify necessary changes to the contract work in its early stages.

Inspection and approval of completed work must be conducted by the Housing Rehabilitation Specialist prior to the contractor's receiving partial or final payment. The owner's acceptance of the work is also required before payment is received.

E. *Change Orders*****

Any additions to, deletions from, or changes in the rehabilitation contract work, time, or price must be approved in a written change order before the additional work is started. The change order is executed by the owner and contractor and is approved by the Housing Rehabilitation Specialist and the designated representative. Change orders may be issued to correct code deficiencies or to obtain any other desired change in the work. CDBG funds can only be for change orders that correct code violations as documented by the local building official, a bonafide code violation report, or to meet Section 8 housing quality standards found after construction begins. Other changes will be at the owner's expense.

F. *Payment*****

Contracts of \$10,000 or less will not be paid until the contractor has completed the job. Contracts in excess of \$10,000 allow a partial payment upon satisfactory completion of 60% of the work, with a retainage of 20% of the completed contract amount. Completion of 61% - 90% of the work allows a partial payment less a retainage of 20% of the full contract amount. Depending on extenuating circumstances

and contract balance, a second partial payment may be authorized at the recommendation of the Housing Rehabilitation Specialist, designated representative and the Administrator.

<u>Construction Completion</u>	<u>Payment Schedule</u>	<u>Percentage of Funds Paid</u>
Less than 60%		0 %
60%		40%
100%		80%
100%		100%-After Certificate of Occupancy is issued and all punch list items are completed

Approval of a partial payment requires:

1. a determination by the Housing Rehabilitation Specialist and the designated representative that the claimed percentage of completion of the work has been satisfactorily completed. Payment will be issued for the amount claimed less retainage depending on the physical progress as long as the contract funds remaining are sufficient to complete the work in the event of default by the contractor;
2. approval of the work by the owner; and
3. an affidavit from the contractor stating that either:
 - (a) there are no claims for unpaid goods and/or services connected with the job and all laborers, suppliers and subcontractors have received just compensation for their goods and services up to the date of the request (as evidenced by full or partial waiver of lien from subcontractors); or
 - (b) a list of all unpaid parties and the amounts owed to each has been submitted with the request.

The final payment approval requires:

1. acceptance of all work by the property owner, the Housing Rehabilitation Specialist, and designated representative;
2. submission of all manufacturers' and other warranties (i.e., appliances, roofing, extermination, contractor's warranty covering the entire job for one year, etc.);

3. waivers of liens from all subcontractors, all parties who were not paid when the contractor received partial payment, and from any other party supplying notice;
4. a certificate of occupancy or final approval from the Building Inspector to show compliance of the rehabilitation work with the locally adopted building (and other applicable) code requirements;
5. completion of all punch list items; and
6. an affidavit from the contractor stating that all bills have been paid and there are no claims for subcontracted jobs or materials, or any outstanding Notice to Owner.

If the owner refuses to authorize payment due to a dispute with the contractor, the Program Administrator may recommend disbursement without the owner's approval if the claim is shown to be without merit or inconsistent with policies and the goal of the program. Such disbursement shall be issued only after the Program Administrator has reviewed the facts and circumstances involved in the dispute and has determined that the owner's refusal to issue payment is without just cause. A record of all pertinent information shall be presented to the Citizen Advisory Task Force for their review in accordance with the Complaint Procedures set forth in its Bylaws. The **Taylor County Board of County Commissioners** has the authority to uphold, rescind or reverse a previous CATF determination. An appeal of the local determination/decision made by the **Taylor County Board of County Commissioners** should be filed with the Department of Community Affairs, as set forth in the CATF policies and procedures. Sufficient documentation to this effect shall be placed in the case file.

G. Disputes and Contract Termination

Disputes, the owner's right to stop work, and termination of the contract by the owner or contractor shall be as authorized in the Contract for Rehabilitation.

H. Follow-Up

After completion of the contract, it is the owner's responsibility to notify the contractor in **writing** of any defect in the work or material. The owner is also requested to notify the Housing Rehabilitation Specialist or the Program Administrator of any complaints to the contractor so assistance in follow-up can be provided. If the contractor does not respond to the owner's written complaint within a reasonable time frame and in a satisfactory manner, the Administrator will verify the complaint. If the Program Administrator judges the complaint to be valid, he/she will send written request for warranty service to the contractor and a copy to the designated representative. The contractor will then take action as monitored by the owner and the Housing

Rehabilitation Specialist. Upon receiving notice from the owner that the complaint has been satisfied, the Housing Rehabilitation Specialist will inspect the work and make such note in the case file. Failure to resolve complaints shall be justification for removing a contractor from participation with the program.

VIII. CLEARANCE/PERMANENT RELOCATION/DEMOLITION RELOCATION

A. *General*

Permanent Relocation and/or Demolition Relocation are synonymous terms used in the rehabilitation program when a home is unsound and not suitable for rehabilitation based on the structural integrity criteria. Homeowner eligibility requirements are the same as for rehabilitation. Further policies are included in the local Anti-displacement and Relocation Policy.

B. *Clearance*

Requirements are identified by the Housing Rehabilitation Specialist and are included in the replacement unit bid package. In this way, the same contractor is responsible for site cleanup and preparation as for provision of the replacement unit. Disposal of debris and associated activities are also included if this method is utilized. When demolition or clearance is conducted separately, bid packages are prepared with procedures following those identified for rehabilitation in this manual.

C. *Permanent Relocation/Demolition Relocation*

This activity involves replacement of an eligible owner occupied unit that is beyond economic repair. **Taylor County Board of County Commissioners** will decide with the Housing Rehabilitation Specialist on a case-by-case basis whether to utilize a slab "site built" replacement unit, a prefabricated unit, or a modular home. Decision items will include budget, zoning, replacement requirements, cost estimates, and a number of other items that may vary case-by-case.

Once the decision is made, the Housing Rehabilitation Specialist prepares bid specifications based on owner input from review of available plans from the contractors. Bidding contracting and inspections then proceed as in the rehabilitation process.

D. *Differences*

A major difference in this type of rehabilitation assistance is that the DPL issued is not for the full value of the replacement unit. The value of the DPL is based on a calculation that takes the difference between the assessed value of the original unit (real property not included) and the actual cost of the new unit (without real property). The difference is the value of the DPL. This is because the dilapidated unit that was demolished

belonged to the owner and is being replaced on a one-for-one basis. Ownership of the replacement unit is vested directly to the owner with no interest on the part of the local government (except for the DPL). Generally, the local government will accept interim ownership of mobile homes to save program costs (taxes) with transfer to the owner as soon as possible.

2. No partial payment is provided for modular replacement units, as the time frame to complete the transaction is relatively brief. The contractor is paid in full upon satisfactory completion of work and providing of warranties. Partial payments are utilized for site built homes along the same lines as for rehabilitation work.

3. Program disbursements are made from the local CDBG operating account. As a result, attention must be paid to the ordering and receipt of funds, to ensure that disbursements are made in a timely manner and that the federal three-day rule is not violated.

4. Cost feasibility limits are based on number of bedrooms to be provided for site built homes. These limits that may not be exceeded without approval from the **Taylor County Board of County Commissioners** are:

- (a) four or more bedrooms - \$90,000
- (b) three bedrooms - \$85,500
- (c) two bedrooms - \$82,500

In the case of replacement of existing mobile/manufactured homes, the limit will be based upon the acceptable bid price of a replacement home of comparable size. If the existing home is inadequately sized, the replacement home will be sized to include the appropriate bedrooms needed to meet Section 8 and/or local housing code requirements for occupancy. In no case will the total assistance be greater than those limits listed above.

Necessary site improvements, including water supply, sewage disposal, and clearance, will also be provided along with the actual dwelling replacement.

Budgetary and scoring constraints, as well as priorities for assisting other households, may dictate that some homeowners will be offered less than the maximum amounts shown hereto, even if their demolition and replacement housing costs are above the offered amount. In these cases, homeowners must provide non-CDBG funds from other sources, or they may decline the offer and withdraw from the program. If the offer is declined, no CDBG funded demolition will occur.

IX. CONTRACTOR LISTING

The Housing Rehabilitation Program will establish and maintain a current listing of eligible contractors for bidding on all phases of the program. Only those contractors who are so listed will be considered for work on this program. Establishment of this list will include maximum effort to utilize local and minority contractors.

A. Recruiting

Contractors residing or maintaining offices in the local area will be recruited through public notice to all such contractors, as part of the local government's compliance with Federal Section 3 requirements. This special effort will be based upon the list of contractors licensed in the jurisdiction including residential, building and general contractors. Letters sent to contractors, or advertisements placed soliciting them, will be placed in the appropriate program file.

The contractor listing will include all local contractors who apply and are determined eligible based upon program qualification standards.

If the pool of local contractors is inadequate to provide a sufficient pool of contractors willing and qualified to perform the rehabilitation work at prices that are considered reasonable and comparable to the prepared estimate, other contractors will be solicited. Maintenance of a pool of competitive, qualified, and capable contractors is essential to program completion.

B. Contractor Eligibility

In order to participate in the Housing Rehabilitation Program, a contractor must be certified as eligible by the Administrator of Housing Rehabilitation and by the Florida Department of Community Affairs.

Basic contractor qualifications include:

1. Current license(s) with the appropriate jurisdiction;
2. A satisfactory record regarding complaints filed against the contractor at the state, federal or local level;
3. Insurance: Contractor's Public Liability Insurance in an amount not less than \$1,000,000 aggregate coverage. A certificate evidencing Worker's Compensation insurance in statutory limits in accordance with Florida law. A certificate evidencing Auto Insurance including bodily injury in an amount not less than \$1,000,000 per accident and in the aggregate. A certificate evidencing General Liability insurance covering bodily injury, including death and property damage, in an amount not less than

\$1,000,000 combined single limit per occurrence. Copies of certificates shall be provided to the County. The Contractor shall provide the County with a certificate of insurance from the insurer guaranteeing ten (10) day notice to the Housing Rehabilitation Program before discontinuing coverage.

4. A satisfactory credit record, including:
 - (a) references from two (2) suppliers who have done business with the contractor involving credit purchases; and
 - (b) references from three (3) subcontractors who have subcontracted with the contractor; and
 - (c) the ability to finance rehabilitation contract work so all bills are paid before requesting final payment;
5. Satisfactory references from at least three (3) parties for whom the contractor has done construction;
6. Absence from any list of debarred contractors issued by the Federal or State DOL, HUD or DCA;

The Housing Rehabilitation Specialist will assure that current and past performance of the contractor are satisfactory based upon readily available information and reserves the right to check any reliable source in establishing such determination.

The Housing Rehabilitation Specialist will explain the contractor's obligations under Federal Equal Opportunity regulations and other contractual obligations at the pre-bid conference. Program procedures, such as bidding and payment are also explained to the contractor.

C. *Disqualification*

Contractors may be prohibited or removed from program participation for:

1. poor workmanship or use of inferior materials;
2. evidence of bidding irregularities such as low balling, bid rigging, collusion, kickbacks, and any other unethical practice;
3. failure to abide by the work write-up, failure to complete work write-up (and bid) accomplishments, and any attempts to avoid specific tasks in attempts to reduce costs;

4. failure to pay creditors, suppliers, laborers or subcontractors promptly and completely;
5. disregarding contractual obligations or program procedures;
6. loss of license(s), insurance or bonding;
7. lack of reasonable cooperation with owners, rehabilitation staff or the others involved in the work;
8. abandonment of a job;
9. failure to complete work in a timely manner;
10. inability or failure to direct the work in a competent and independent manner;
11. failure to honor warranties;
12. ineligibility to enter into federally or state assisted contracts as determined by the U.S. Secretary of Labor, HUD or DCA;
13. other just cause that would expose the Program or owner to unacceptable risk;
14. failure to respond to a minimum of three (3) consecutive requests for bids; or
15. at the contractor's request.

X. RELOCATION/DISPLACEMENT

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 does not apply to displacement under the **Taylor County** Community Development Program; since **Taylor County** does not acquire the vacated (demolished or rehabilitated) property and residents participate voluntarily. Therefore, relocation services will be provided in the **Taylor County** Anti-Displacement and Relocation Policy that covers situations in great detail.

Household/property owners previously approved for proposed housing assistance may voluntarily withdraw their application for assistance, which must be confirmed in writing. If the Administrator determines the applicant to be ineligible for assistance, the Administrator shall send written notification to the applicant, stating that the application has been rejected and the reason for the rejection.

XI. APPEALS/COMPLAINTS

The Housing Rehabilitation Specialist, the designated representative and the Program Administrator are authorized by **Taylor County** to make all determinations of eligibility for assistance and level of assistance, scheduling of rehabilitation, demolition and relocation, and contract management. Citizens and/or contractors should issue complaints to the Housing Rehabilitation Specialist or the Program Administrator. For a complaint to be considered valid, it must be issued in writing within a period of 45 days of its occurrence. Responses also should be issued in writing.

If the complainant is not satisfied with the Program Administrator's response, the issue must be presented in writing to the **Taylor County** Citizen Advisory Task Force (CATF) in accordance with the Complaint Procedures set forth in its Bylaws. If the complaint cannot be resolved by the CATF, the **Taylor County Board of County Commissioners** will review the grievance and make a decision based upon program regulation, local policies, and the availability of funds. Further appeals, if necessary, must be addressed to the Florida Department of Community Affairs.

XII. PROGRAM INCOME

No program income is planned to result from this program. Deferred Payment Loans will be monitored by the Housing Rehabilitation Specialist during the CDBG period of agreement. After the expiration of the agreement between **Taylor County** and the State, the monitoring will be performed by the designated representative.

If repayment of a DPL or program income is received during the CDBG agreement period, it will be used for additional rehabilitation as authorized by the Department of Community Affairs. Program income or DPL payment received subsequent to closeout will be returned to the Department of Community Affairs unless the state's program income regulations are changed.

XIII. PROPERTY ACQUISITION POLICY

A. *Voluntary*

Taylor County may purchase property with Community Development Block Grant funds for use in the Community Development Program. While most property acquisition must follow the procedures outlined in the Uniform Relocation and Real Property Acquisition Act, residential property to be used for relocation purposes shall be purchased on a voluntary basis.

The City shall determine the property features needed and the budget available for the purchase defined in the contract agreement. A request for proposals will then be

published in a local newspaper. The request will state the specifications and budget and indicate that the purchase is voluntary.

No displacement of renters may occur as a result of the program. Owners will not receive any relocation assistance so owner-occupants must waive the Uniform Act Rights.

Voluntary acquisition occurs when real property is acquired from an owner who has submitted a proposal to the recipient for purchase of their property in response to a public invitation or solicitation of offers. The **Taylor County Board of County Commissioners** is committed to this mode of acquisition to the maximum practicable extent.

Voluntary acquisition shall be permitted only if the property being acquired is not site specific and at least two properties in the community meet the criteria established by the local government for usage, location and/or interest to be acquired. The **Taylor County Board of County Commissioners** prior to publication of a public notice or attendance of any local government representative at a property auction must approve all voluntary acquisitions in principle.

A public notice must be published inviting offers from property owners. This notice must:

1. accurately describe the type, size and approximate location of the property it wishes to acquire;
2. describe the purpose of the purchase;
3. specify all terms and conditions of sale, including maximum price;
4. indicate whether or not an owner-occupant must waive relocation benefits as a condition of sale;
5. announce a time and place for offers to be accepted; and
6. announce that local powers of condemnation shall not be invoked to acquire any property offered for which a mutually agreed to sale price cannot be reached.

Property may also be acquired at auction. The Uniform Relocation Act does apply to voluntary acquisitions.

In each voluntary acquisition, a public solicitation shall occur. Offers shall be sealed and opened at the same time, in the same place, by a responsible official. Records of offers shall be kept. Appraisals are not required for purchases less than \$2,500 if a mutually agreed to sales price can be reached. Clear title must be present in

every transaction. **Taylor County Board of County Commissioners** must decide at the time of approving the acquisition whether or not appraisals and review appraisals will be necessary and what the maximum permissible sales price will be. The decision to acquire will rest with the **Taylor County Board of County Commissioners** that can reject or accept any and all offers. Written records shall be maintained documenting decisions and rationale for selected courses of action.

B. Non-Voluntary Acquisition Plan

Acquisition of property (including easements and right-of-way) using federal funds shall occur in accordance with the Uniform Relocation Act of 1970 (as amended) and with any State and Federal regulations that may apply.

Fundamental steps that occur in each purchase may vary case by case. However, in general terms, the following should take place: (1) source of funds and authority to acquire confirmed, (2) property/site identified and suitable, (3) legal description/survey/preliminary title search performed (services procured as necessary), (4) notice of intent to acquire sent owner, (5) appraisal and review appraisal services solicited and appraiser retained, (6) appraisal received and sent for review, (7) title companies solicited and retained after review received (title insurance amount and necessity determined in advance), (8) offer to purchase and notice of just compensation sent owner, (9) owner contacted by attorney or other representative and contract formalized, (10) settlement costs calculated and closing date set, (11) closing conducted with funds changing hands and, (12) records of proceedings retained.

The Uniform Relocation Act requires certain specific procedures such as some letters being sent certified. The CDBG Implementation manual provides a checklist that may be utilized in following each transaction to successful conclusion. In no case will CDBG funds be utilized which would create involuntary displacement. See **Taylor County** separate policy on this subject.

C. Timing/Planning

Properties necessary for easements or acquisition shall be identified as early in the planning stage as is practicable. Every attempt shall be made to effect a design that is not wholly site dependent, that is, where two or more sites are suitable for the project. It is recognized this may not always be possible, however, a policy of minimizing single site alternatives is emphasized.

In general terms, the voluntary acquisition process shall be utilized to identify possible sites early in the project. Sites shall be evaluated for suitability prior to the final design phase to the maximum practicable extent. As soon as alternative sites are identified and evaluated, applicable acquisition procedures should commence.

Projects shall not normally be sent out for bids unless properties to be acquired or utilized for easements have been formally acquired or a commitment exists which is sufficiently firm and binding to be considered safe for the project to proceed with start up. The **Taylor County Board of County Commissioners** shall make the determination as to whether or not bidding, award and start up may proceed to closing on the property.

In those cases where need for easements and/or acquisition is not identified until after the project is underway, procedures shall be expedited to the maximum practicable extent and utilization of funds, the value of which would be unrecoverable if the transaction did not occur, minimized.

The following data will be provided by housing unit and summarized by activity as part of the administrative closeout for each activity providing direct benefit (i.e., housing rehabilitation, temporary relocation, hookups, etc.):

- Address of each housing unit rehabilitation with CDBG funds, the date the construction was completed on the housing unit, and the amount of CDBG funds spent on that housing unit.
- Whether the household is headed by a female, the number of handicapped persons in the household, the number of elderly persons in the household, and the LMI or VLI status of the household;
- The number of occupants in the household, categorized by sex; and
- The racial demographics of the household by number (White, Black, Hispanic, Asian/Pacific Islander, or American Indian/Alaskan Native.)

This Housing Rehabilitation/Replacement Policies and Procedures Manual is adopted this **15th Day of July, 2010**.

ATTEST:

Patricia Patterson, Chair

Annie May Murphy, Clerk of Courts

APPENDIX A

Point Values to be Used in Ranking Applicants

Handicapped and elderly persons on fixed income within established very low income (VLI) guidelines (13 points)

Elderly persons on fixed income within established VLI guidelines (12 points)

Handicapped or disabled persons within established VLI guidelines (11 points)

Households with handicapped or disabled dependents within established VLI guidelines (10 points)

Handicapped and elderly persons on fixed income within established low to moderate income (LMI) guidelines (9 points)

Elderly persons on fixed income within established LMI guidelines (8 points)

Handicapped or disabled persons within established LMI guidelines (7 points)

Households with handicapped or disabled dependents within established LMI income guidelines (6 points)

Households within established VLI guidelines (5 points)

All others within established VLI guidelines (4 points)

Households within established LMI guidelines (3 points)

All others within established LMI guidelines (2 points)

Any homeowner or physical residence that has received state or federal housing assistance within the last 10 years regardless of age, handicap, or income level (1 point)

Applicants with property located in flood zones or wetlands will not be ranked or assisted due to excessive costs and delays in permitting and environmental issues.

Applicants that have ownership problems (such as heir property), issues with Land Development Regulations, or other issues that prevent the issuance of a building permit will be given 30 days to correct the problem. Failure to correct the issue within 30 days will prevent the applicant from being ranked.

In the event of a tie, the household with the largest number of residents shall prevail. If a tie still exists, then the household with the lowest income shall prevail.

Adopted _____ by Taylor County Commission.



FLORIDA DEPARTMENT of
ECONOMIC OPPORTUNITY

Application for Funding

Florida Small Cities Community Development Block Grant (CDBG)

Applicant: Taylor County
(Name of Local Government)

- | | |
|--|--|
| <input type="checkbox"/> Commercial Revitalization | <input checked="" type="checkbox"/> Housing Rehabilitation |
| <input type="checkbox"/> Neighborhood Revitalization | <input type="checkbox"/> Economic Development |

Federal Fiscal Year 2012

Application Due Date: October 1, 2012

Mailing Address: Department of Economic Opportunity
Bureau of Housing and Community Development
107 East Madison Street – MSC 400
Tallahassee, Florida 32399-6508

Telephone: (850) 717-8405

Fax: (850) 922-5609

Part II – Application Profile and General Scoring Criteria

Application Profile Form G-1

Local Government Contact Information:

Local Government Name: Taylor County		
Street Address: 201 E. Green Street		
Mailing Address (if different):		
City: Perry	Zip Code: 32347	County: Taylor
Main Telephone: 850-838-3500		Main Facsimile: 850-838-3501

Chief Elected Official: Patricia Patterson	Title: Chair
Telephone: 850-838-3500	Facsimile: 850-838-3501
E-mail Address: ppatterson@taylorcountygov.com	

Financial Officer: Tammy Taylor (Local Government)	Title: Finance Director
Telephone: 850-838-3506 Ext. 122	Facsimile: 850-838-3501
E-mail Address: ttaylor@taylorclerk.com	

Project Contact: Melody Cox (Local Government)	Title: Director of Grants Administration
Telephone: 850-838-3553	Facsimile: 850-838-3501
E-mail Address: melody.cox@taylorcountygov.com	

Street Address: 201 E. Green Street		
City: Perry	State: FL	Zip Code: 32347
Local Government's Grant Consultant: (if applicable)	Name and Address of Firm: Meridian Community Services Group, Inc. 1500 Mahan Dr. Tallahassee, FL 32308	Telephone Number: 850-877-1908

**Application Profile
Form G-1 (Continued)**

Application Preparer Information			
Preparer's Name: James F. Moseley		Organization Preparing Application: <input checked="" type="checkbox"/> Private <input type="checkbox"/> RPC <input type="checkbox"/> Local Government	
Street Address: P.O. Box 357995			
City: Gainesville	State: FL	Zip Code: 32635-7995	
Telephone: 352-381-1975		Facsimile: 352-381-8270	
E-mail Address: jmoseley@atlantic.net			
Application Type: Indicate the type(s) of funding requested. A completed application must include the appropriate sections as provided below. A Planning and Design Specifications grant will not be offered unless the appropriate Planning and Design Specifications Grant box(es) are checked. (These grants are not a separate category but may be offered to an applicant in Neighborhood Revitalization or Commercial Revitalization with an application score below the fundable range for a full grant and which does not have completed construction plans and specifications.)			
<input type="checkbox"/> Commercial Revitalization (Part IV)		<input type="checkbox"/> Economic Development (Part V)	
<input checked="" type="checkbox"/> Housing Rehabilitation (Part VI)		<input type="checkbox"/> Neighborhood Revitalization (Part VII)	
<input type="checkbox"/> Planning and Design Specifications Grant – Neighborhood Revitalization		<input type="checkbox"/> Planning and Design Specifications Grant – Commercial Revitalization	
If you will accept a Planning and Design Specifications Grant, indicate amount being requested for:			
Basic Engineering \$	Additional Engineering \$	Administration \$	
Funding Preference: The applicant may submit a Commercial Revitalization and a Housing Rehabilitation application, or a Commercial Revitalization and a Neighborhood Revitalization application, but not a Housing and a Neighborhood application. Applicants will not be considered for an additional Commercial Revitalization, Housing Rehabilitation or Neighborhood Revitalization grant until all previously awarded Planning and Design Specifications grants have been administratively closed by the Department.			
Did you submit more than one application? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
If so, what category of funding do you prefer? <input type="checkbox"/> Neighborhood Revitalization <input type="checkbox"/> Commercial Revitalization <input type="checkbox"/> Housing Rehab.			
Date First Public Hearing Notice was Published: May 18, 2012		Date Second Public Hearing Notice Was Published: June 21, 2012	
Date of First Public Hearing: June 4, 2012		Date of Second Public Hearing: July 2, 2012	

**Application Profile
Form G-1 (Continued)**

Demographics			
U.S. Congressional District Number: 2			
Florida Senate District Number: 3		Florida House District Number: 10	
Census Place:	Census Tract(s):	Census Block Group(s):	
Grant Request: Maximum grant requests are based on the jurisdiction's LMI population as determined by HUD. Please see the table below.			
LMI Population		Maximum Grant Request	
1 – 499		\$600,000.00	
500 – 1,249		\$650,000.00	
1,250 – 3,999		\$700,000.00	
4,000 – and above		\$750,000.00	
Local Government's LMI Population: 4316		Grant Request: \$750,000	
Answer the following questions by circling the correct response.			
Historic Preservation Will the project impact a building, public improvement or planned open space more than 50 years old? (See instructions.)			Yes <u>No</u>
Interlocal Agreement Will project activities require an interlocal agreement? If yes , the interlocal agreement must be provided in the Supporting Documentation Section. (See instructions.)			Yes <u>No</u>
State of Financial Emergency Has the local government been declared to be in a state of financial emergency pursuant to Section 218.50 – 218.504, F.S., at any time during the two years prior to submission of the application? Check at http://www.leg.state.fl.us/cgi-bin/View_Page.pl?File=financial-emergencies.cfm&Directory=committees/joint/Jcla/&Tab=committees			Yes <u>No</u>
Grant Preparation Costs The applicant may request grant funds for the cost of grant application preparation. See instructions if funds are requested.			
Does the applicant wish to request grant funds for the cost of grant application preparation?			Yes <u>No</u>
Amount: \$	If yes , grant preparation cost documentation must be included in the Supporting Documentation Section.		
National Flood Insurance Program – Indicate whether or not the local government is a current participant in the NFIP.			<u>Yes</u> No

**Project Narrative
Form G-2**

Describe the proposed project using the guidelines in the instructions. Use additional pages as needed.

Please see the instructions on the following page relating to applications for Economic Development loans. Specific directions for Commercial Revitalization and Economic Development application narratives can be found in the instructions provided for each respective category.

Taylor County intends to use \$750,000.00 in CDBG funding to assist residents throughout the unincorporated areas of the County with necessary housing repairs. At a minimum, 10 LMI housing units will be rehabilitated consistent with the adopted housing code. Assistance to housing units will be provided through construction repairs and temporary relocation of residents, as may be required. A relocation allowance will be provided to residents that must be relocated. Necessary repairs may be provided in the form of renovation of existing housing units or new construction of a portion or the entire housing unit. Currently, the grant application is budgeting \$634,500.00 for housing rehabilitation/replacement, \$3,000.00 for temporary relocation and \$112,500.00 administration costs. SHIP funds amounting to \$75,000 will also be spent on Housing Rehabilitation as leverage.

General Scoring Criteria Form G-3

1. Enter the Local Government's Community-Wide Needs Score This document is posted to the Department's website at: http://www.floridacommunityplanninganddevelopment.com/for-local-government-and-original-joint-florida-municipal-councils-and-county-block-grant-program-downloads-and-forms-for-applicants (Transfer this score to line 1. of the Application Scoring Summary page – Part VIII, page 4.)				Score: <u>67.66</u>										
2. Special Designation Score Check all applicable designations and enter a score of 20 if all activities are within any of the boundaries of the following designated areas. (Transfer this score to line 3a. of the Application Scoring Summary page.)				Score: <u>20</u>										
<input type="checkbox"/> Empowerment Zone, Enterprise Community, or Champion Community, pursuant to the Economic Empowerment Act of 1993 <i>(Note: These designations have expired.)</i>	Rural Area of Critical Economic Concern designated by the Governor <u>or</u> <input type="checkbox"/> Rural Economic Development Initiative (REDI) community													
<input type="checkbox"/> Area of Critical State Concern pursuant to Chapter 380.05, F.S.	XX Florida Enterprise Zone pursuant to Chapter 290.0065, F.S.													
<input type="checkbox"/> HUD-designated Renewal Community	<input type="checkbox"/> Front Porch Community													
3. Grant History Score: If the applicant has not had an open CDBG contract in the NR, CR, or HR categories within five years of application deadline, claim 100 points. (Transfer this score to line 3b. of the Application Scoring Summary page.)				Score: <u>0</u>										
4. Outstanding Performance in Equal Employment Opportunity (EEO)														
M/WBE Contracting: The applicant may claim up to 25 points for achievement in Minority-/Women-Owned Business Enterprises (M/WBE) contracting in the most recent CDBG grant administratively closed out not more than four years before application deadline date. Review the M/WBE reports submitted to DCA/DEO for that grant and enter a score based on the achievement reported.														
Most Recent Administratively Closed CDBG Contract Number:		<u>11DB-3K-03-72-01-H22</u>												
<u>154,438</u> Amount Awarded to M/WBE firms	÷	<u>675,292</u> Total Prime Contracts Amount	X 100 =	<u>22.87</u> M/WBE %										
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;">M/WBE %</th> <th style="width: 50%;">Points</th> </tr> </thead> <tbody> <tr> <td>5.0 – 9.99%</td> <td>5</td> </tr> <tr> <td>10.0 – 14.99%</td> <td>10</td> </tr> <tr> <td>15.0 – 19.99%</td> <td>20</td> </tr> <tr> <td>20.00%+</td> <td>25</td> </tr> </tbody> </table>		M/WBE %	Points	5.0 – 9.99%	5	10.0 – 14.99%	10	15.0 – 19.99%	20	20.00%+	25	4a. M/WBE Contracting Score: <div style="text-align: center;"> <u>25</u> (Maximum 25 points) </div>		
M/WBE %	Points													
5.0 – 9.99%	5													
10.0 – 14.99%	10													
15.0 – 19.99%	20													
20.00%+	25													
If the applicant has not administratively closed out a CDBG grant within four years of the application deadline date, score 5 points.														

**General Scoring Criteria
Form G-3 (Continued)**

Local Government Minority Employment: The applicant may claim up to 60 points for meeting minority employment goals. Complete the table below to calculate the applicant's percentage of minority employees. See instructions for calculations.					
Number of Permanent Full-time Equivalent Minority Applicant Employees <div style="border-bottom: 1px solid black; width: 100px; margin: 0 auto;">15</div>	÷	Number of Permanent Full-time Equivalent Applicant Employees <div style="border-bottom: 1px solid black; width: 100px; margin: 0 auto;">85</div>	=	Applicant's Percentage of Minority Employees <div style="border-bottom: 1px solid black; width: 100px; margin: 0 auto;">17.65 %</div>	
Enter percentage of minorities in the applicant's county: %					
If the "Prorated 60 Points Score" is claimed, complete the following equation:					
Applicant's Percentage of Minority Employees <div style="border-bottom: 1px solid black; width: 100px; margin: 0 auto;">17.65</div>	÷	Percentage of Minorities in Applicant's County <div style="border-bottom: 1px solid black; width: 100px; margin: 0 auto;">25.6</div>	=	Applicant's Percentage of Minority Employees <div style="border-bottom: 1px solid black; width: 100px; margin: 0 auto;">68.95</div>	X 60 = <div style="border-bottom: 1px solid black; width: 100px; margin: 0 auto;">41.37</div>
If the applicant has three (3) or less employees, 40 points may be claimed.					
4b. Local Government Minority Employment Score (60 Points Maximum):					<div style="border-bottom: 1px solid black; width: 100px; margin: 0 auto;">41.37</div>
5. Outstanding Performance in Fair Housing					
The applicant may claim five points for each of the following Fair Housing goals. See instructions for guidelines and documentation requirements.					
				Date	Score
5a. Date Fair Housing Ordinance Adopted:				September 7, 1988	<div style="border-bottom: 1px solid black; width: 50px; margin: 0 auto;">5</div>
5b. Date of training or educational program designed for the general public and elected officials:				June 4, 2012	<div style="border-bottom: 1px solid black; width: 50px; margin: 0 auto;">5</div>
5c. Date of training or educational program designed for professionals:				July 2, 2012	<div style="border-bottom: 1px solid black; width: 50px; margin: 0 auto;">5</div>
5d. Total Fair Housing (5a+5b+5c) Score (15 Points Maximum):					<div style="border-bottom: 1px solid black; width: 100px; margin: 0 auto;">15</div>

Outstanding Performance in EEO and Fair Housing (4a+4b+5d) Score: 81.37
 (Transfer this score to line 2. on the Application Scoring Summary page – Part VIII, page 4.)
 (100 points maximum.)

Part III – Sources and Uses of Non-CDBG Funds (Leverage)

Sources and Uses of Non-CDBG Funds
Private, Participating Party, Public Leverage from Non-Local and Local Funding Sources
Form L-1

Activity #	Source	Amount Claimed for Scoring	Amount Not Claimed for Scoring	Type (Participating Party, Loan, Grant, Local Government Funds, Donated Land, or Other Leverage)
14A	Taylor County SHIP Program	\$75,000	\$	Grant
		\$	\$	
		\$	\$	
		\$	\$	
		\$	\$	
		\$	\$	
Totals		\$75,000	\$	
Total Leverage Claimed for Scoring		\$75,000		

Use the preceding totals to compute the number of points you are claiming for leverage scoring on the next page.

Leverage Score Summary

Leverage Points Calculation for NR, CR, and HR

$$\frac{\$75,000}{\$5,000} = 15 \text{ Points}$$

(25 Points Maximum)

Leverage Points Calculation for ED

$$\frac{\$}{\$10,000} = \text{Points}$$

(125 Points Maximum)

Leverage Score:

15

(Transfer this score to line 3c. on the Application Scoring Summary page – Part VIII, page 4.)



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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(850) 838-3549 Fax

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(850) 584-2433 Fax

July 2, 2012

The Honorable Rick Scott
Office of the Governor
The Capitol
400 S. Monroe St.
Tallahassee, FL 32399-0001

Dear Governor Scott,

On behalf of the Taylor County Board of County Commissioners, I am writing to convey to you our concern and opposition regarding the proposed Emergency Management Typing/Ranking Program currently under development by the Florida Division of Emergency Management (FDEM).

While we support any effort by FDEM to develop a program to observe and assess the unique needs of each individual county, we ask that FDEM and the Executive Office of the Governor respect the fact that the state of Florida is made up of 67 completely unique counties with the authority and obligation to create and organize a governing body that best meets the needs of its citizens. The ideal assessment would allow the state to determine the level of support that each county may need in emergency situations without the punitive and unnecessary effects of the assignment of grade or rank. Unfortunately, the current project under development is far from ideal and raises serious concerns about its utility, scope, and impact on future collaboration between the counties and state's Division of Emergency Management.

It is our understanding that this program was proposed as a tool for the state and local emergency management agencies to use for the purpose of assessing capabilities around the state with a goal of enhancing the sharing of information on best practices. After consulting with our Emergency Management Director and reviewing material and communications regarding the proposed program, we do not believe that this program will be an effective vessel for the exchange of information. In fact, we believe that the assignment of a rank (whether the rank is in the form of a type, grade, or number) to a county's EM department, based on the mathematical outcome of a few select and subjective variables, will only hinder the exchange of ideas and best practices in the interest of self-preservation. The EM community in Florida already has many conferences, meetings, training sessions, and exercises where ideas and best practices can be exchanged freely without concern for an impact on a department's state rank.

After further review of the list of variables made available to county EM Directors for review and comment on Thursday, June 7, we felt an obligation to voice our concerns about the program's equitability and scope. The majority of the 106 proposed variables are well beyond the scope of authority granted to the County's emergency management department. Variables referring to budget allocations, other department's staffing and operations, and the level of participation of elected and appointed personnel are outside the control of the Emergency Management Director and seem to indicate that FDEM's true intent is to evaluate and assign a rank to the

Part VI – Housing Rehabilitation (CDBG-H)

**Category Impact
CDBG Funds and Activity Goals Score
Form H-1**

	A	B	C	D	E	F
Activity #	Activity Name	Enter CDBG Activity \$	% of CDBG Project Cost (B ÷ B1)	Goal Points	Activity Goal Score (C x D)	# of Housing Units To be Addressed by Activity
01	Acquisition (in support of)	\$		*		
01	Acquisition in 100 Year Floodplain	\$		75		
04	Clearance	\$		35		
15	Code Enforcement	\$		45		
04A	Demolition (without subsequent construction)	\$		50		
16A	Historic Preservation - Residential	\$		35		
14A	Housing Rehab/Demolition/Replacement	\$634,500	99.53	75	74.64	10
08	Permanent Relocation as a part of Hazard Mitigation	\$		75		
08	Permanent Relocation – Other	\$		50		
14A	Potable Well Installation**	\$		75		
14A	Removal of Housing Architectural Barriers	\$		75		
14A	Septic System Installation**	\$		75		
14A	Sewer Hookups**	\$		75		
08	Temporary Relocation	\$3000	0.47	75	.36	10
14A	Utility Hookups, Other**	\$		60		
14A	Water Hookups**	\$		75		
	1. Total Column B - CDBG Project Cost	\$637,500	1a. Total Activity Goal Score: 75 (75 Points Maximum)			
	2. Enter CDBG Administrative Funds (Maximum of .15 of total below)	\$112,500	* Goal points are same as activity supported.			Total Unduplicated Number of Housing Units to be Addressed By All Activities 10
	3. Add B1 and B2 for Total CDBG Funds Requested	\$750,000	** Use only if no housing rehabilitation is required. Otherwise, treat as complementary activity to housing rehabilitation activity.			

Low Income and Very Low Income Beneficiary Impact Score

4a. Number of homes to be addressed whose occupants qualify as "low income:"

(Note: "low income" means household income does not exceed **50%** of median for your county)

"low income" beneficiary impact points: 4 homes X 45 = 180 points (180 Points Maximum)

4b. Number of homes to be addressed whose occupants qualify as "very low income:"

(Note: "very low income" (VLI) means household income does not exceed **30%** of median for your county)

1 home: score = 30 points; 2 homes: score = 55 points:

"very low income" beneficiary impact points: 2 home(s) = 55 points (55 Points Maximum)

4c. Total "Low Income" and "Very Low Income" (4a+4b) Beneficiary Score: 235
(235 Points Maximum)

Average CDBG Cost per LMI Housing Unit

5a. Use the CDBG Funds and Activity Goal Score Spreadsheet to calculate the average CDBG LMI housing unit cost:

$$\frac{\$637,500}{10} = \$63,700.$$

Total CDBG Project Cost (1B) Total number of LMI Housing Units Average CDBG LMI
Housing Unit Cost

Based on the average CDBG cost per LMI housing unit, enter the appropriate score from the chart on page 6 in the instructions:

5b. Average CDBG Cost per LMI Housing Unit Score: 120
(120 points maximum)

"Green" Rehabilitation Standards

6a. If Housing Assistance Plan (HAP) requires all the minimum "green" standards identified in the instructions, score 40 points: 40

6b. If Housing Assistance Plan (HAP) requires all the supplemental "green" standards identified in the instructions, score 35 points: 35

6c. "Green" Rehabilitation Standards (6a + 6b) Score: 75
(75 Points Maximum)

Category Summary Score (1a+4c+5b+6c=): 505

(Transfer this score to line 3d. in the HR column on the Application Scoring Summary page – Part VIII, page 4.)
(Cannot exceed 505 points.)

Part VIII– Certification and Score Summary

I, the undersigned chief elected official or authorized representative of the local government, certify that, to the best of my knowledge, this application for Small Cities Community Development Block Grant funding was prepared in accordance with state and federal rules and regulations, contains information that is true and correct, and has been approved by the local governing body.

I, the undersigned, certify that the local government (Applicant):

1. Has met all citizen participation requirements:
 - Public hearings were conducted by a member of the local governing body or a duly authorized employee;
 - The first public hearing was conducted to obtain citizen views about community development needs and potential uses of CDBG funding;
 - A second public hearing was conducted to obtain citizen comments on the application; and
 - Public notice for the second public hearing was published after the first public hearing was conducted.
2. Has properly conducted surveys of service areas to document LMI benefit, if applicable.
3. Will comply with the Intergovernmental Coordination and Review requirements by submitting the required information to the local Regional Planning Council and to the State Clearinghouse.
4. Will not attempt to recover, through special assessments, capital costs of public improvements funded in whole or in part with CDBG funds.
5. Will ensure that upon completion of housing structures addressed with CDBG funds, each housing structure will meet the local housing code.
6. Will administer the grant in conformity with the Civil Rights Act of 1964 and the Fair Housing Act.
7. Will affirmatively further fair housing and undertake one fair housing activity each quarter.
8. Has adopted a Community Development Plan or has adopted the Local Comprehensive Plan as the Community Development Plan.
9. Has adopted an Anti-Displacement and Relocation Plan and will minimize the displacement of persons.
10. Has presented accurate information and has documentation on file and readily accessible to the Department of Economic Opportunity.
11. Has authorized the submission of this application by vote of the local governing body.

Failure of the Chief Elected Official to properly sign the application by the deadline, or failure to include a copy of the ordinance or resolution of the governing body authorizing another individual to sign the application, will result in a 50-point penalty being assessed against the application that cannot be eliminated during the completeness process.

Signature of Chief Elected Official or Designee (If signed by a person designated by the local governing body, a copy of the resolution must be included.)

Signature: _____

Typed Name and Title: Patricia Patterson, Chair

Date:

If signed by a person other than the chief elected official, is a copy of the required resolution included in the Appendices?

Yes

No

Signature of Application Preparer if other than an employee of the Local Government

Signature: _____

Typed Name and Title: James F. Moseley, Senior Vice President

Name of Firm or Agency: Meridian Community Services Group, Inc.

Application Scoring Summary

This form is the applicant's evaluation of the application score. Use the "scores" identified in the application to complete this form when you have finished filling out the application. Enter the scores or other information in the appropriate columns. If additional pages are needed (number them with a lowercase letter such as 7a, 7b, 7c, etc.). When all of the scores have been transferred to this form, add the scores and enter the total.

Enter Name of Local Government Applicant: <u>Taylor County</u>				(For DEO Use Only) Application Number: _____		
Enter Type of Application(s): HR _____ (Complete this form for each application submitted.)						
Form	Title/Score	Page	CR	ED	HR	NR
	1. Community-Wide Needs Score (250 Points Maximum)				67.66	
	2. Outstanding Performance in Equal Employment Opportunity and Fair Housing (100 points maximum)				81.37	
	3. Program Impact:					
	3a. Special Designation Score (20 Points Maximum)				20	
	3b. Grant History Score (100 Points Maximum)				0	
	3c. Leverage (25 Points Maximum for CR, NR and HR) (125 Points Maximum for ED)				15	
	3d. Category Summary Score				505	
	3e. Total Program Impact Score (3a+3b+3c+3d) (650 Points Maximum)					
	4. Total Application Score (1+2+3e) (1000 Points Maximum)				689.03	
	Less Penalties Assessed (For DEO Use Only)					
	Final Score (For DEO Use Only)					

Part IX– Forms and Supporting Documentation

Place all supporting documentation, in the order it is referenced in the application in this section. Separate the documents with a titled tab or titled colored paper.

Appendix	Title	Page
A	Maps - Jurisdiction, Service Area, 100-Year Flood Plain (Required)	1-2
B	Comprehensive Plan Documents, as Amended (Required)	III-1to 7
C	Leverage Documentation (Letter of Commitment, etc.)	1-2
D	Local Governing Body's Resolution for Signature Designation	1-2
E	Housing Assistance Plan	1-27
F	Public Hearing Documentation	1-4
G	Special Designation	1

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

THE BOARD TO REVIEW AND CONSIDER APPROVAL OF A LETTER EXPRESSING DISSATISFACTION WITH THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT'S LOCAL EMERGENCY MANAGEMENT AGENCY RANKING/TYPING PROGRAM UNDER DEVELOPMENT (RE-AGENDAED FROM THE 6/18/12 MEETING), AS AGENDAED BY DUSTIN HINKEL, EMERGENCY MANAGEMENT DIRECTOR.

MEETING DATE REQUESTED:

7/2/12

Statement of Issue: The Board to consider approval of letter urging the Governor to direct the FDEM to develop a better information sharing program than what is under development.

Recommended Action: Approve

Fiscal Impact: N/A

Budgeted Expense: N/A

Submitted By: Dustin Hinkel

Contact: 838-3500

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: FDEM has been directed by the Governor to develop a program to rank/type local emergency management agencies against each other. A working group made up of local EM directors have been dissatisfied with the program's equity, structure, and lack of purpose. Results of the program are due to the Governor by August 1.

Options:

Attachments: Letter
Latest updates on the program development

Board of County Commissioners and all its departments. We strongly feel that this is well beyond the scope of the Florida Division of Emergency Management, or any other state agency, and is completely contrary to the principle of home rule. We firmly believe that the government closest to the people governs best because of its ability, and responsibility, to create and adapt an organization that effectively and efficiently meets the needs of its citizens. We would like to assure you that we continuously evaluate every department to ensure the highest level of service is being provided to the citizens and visitors of Taylor County that meets their specific and unique needs.

Even if the program's variables are scaled back to address only factors within the control of the emergency management department, issues of equity will still remain. We ask that FDEM recognize that whatever variables are going to be used to assess county capabilities will become additional mandates on underfunded and understaffed departments. These additional mandates may be contrary to organizational and community priorities and burden the counties' emergency management agencies with decisions on whether to meet the unique needs of their communities or the arbitrary factors of the state's assessment. For example, factors emphasizing the acquisition and stockpiling of resources and staff will penalize counties who find creative solutions to underfunding and understaffing that meet the needs of the organization and community while still maintaining their fiduciary obligations to the taxpayer. At the very least, the record keeping and information tracking required to maintain compliance with the assessment will be additional responsibilities placed on our EM Department that has more to do with satisfying the interests of the state bureaucracy than local citizens.

We appreciate FDEM's effort to assess local capabilities in an effort to better anticipate local needs. We are opposed to a "one-size-fits-all" ranking system. As written, the program is beyond its scope, will have a major negative impact on the exchange of best practices, and cannot possibly be equitable to all 67 counties. We ask that you recognize that the state's local emergency management departments are continuously evaluated by the state for compliance with statutory and grant obligations and by their local boards through internal organizational and customer service processes. Please direct the Florida Division of Emergency Management to develop a proactive program that respects the unique qualities of every county and better promotes information sharing.

Thank you for your consideration.

Sincerely,

Patricia "Pat" Patterson
Chair, Taylor County Board of County Commissioners

CC:

Senator Bill Montford
Representative Leonard Bembry
Jack Brown, County Administrator

Variable/Concept

Is there a separate County EM Website or separate page devoted to EM

Does the County require that EM personnel undergo background checks to Federal standards

Is the County EM Director attached to EM on a full-time or part time basis

Does the County have secured (limited) facility access to EOC during activations

Does the County EM department have a written Resource/Logistics management plan

Does the County EM Department maintain an updated state agency/ESF contact list

Does the County EM Department maintain an updated contact list for municipalities within the county

Does the County locate backup copies of vital documents away from the main County facility

Does the County EM Director have authority over the County EM Budget

Does the emergency management program have fiscal and administrative procedures in place which support day-to-day and

Does the County currently have a hazard mitigation plan approved by the BOCC

What is the LMS adoption % for municipalities within the County

Does the County have a COOP Plan codified by rule or SOP

Does the County have an alternate EOC available on standby

How many hours of EM training does the average County EM employee receive each year

What % of County employees have a disaster role in the County EOC (per capita)

Did the County actively participate in the last Statewide Hurricane Exercise

How many EM Drills has the County conducted supervised in the last year

Does the County include private-sector partners in County-sponsored exercises

Has the County developed a catalog of public-sector critical facilities and infrastructure

Has the County included volunteer-based organizations in EM plans

Does the County have a strategy for improving local family preparedness

Does the County sponsor a public education outreach program

Does the County have an updated special/functional needs contact list

Does the emergency management program have legal statutes, ordinances, and regulations establishing authority for develop

Does the emergency management program have a hazard identification / risk assessment and consequence analysis? Is it upc

Does the County have pre-event contracts for Debris Management Sites

Does the County have pre-event contracts for Debris Management Contractors

Does the County have locations for DRC/ESC's pre-identified

Does the County have staff trained on performing Preliminary Damage Assessments

Does the County have active local faith-based volunteer organizations

Does the County have active local non faith-based volunteer organizations

Does the County have a clearly defined ICS Command Structure codified by rule or SOP

Has the County tested its Emergency Response Plan within the past year

Does the County test equipment in the EOC on at least a monthly basis

Does the County make preprinted informational material available at public locations

Does the County have a plan for disseminating local EM information post-event

Has the County's local warning system been tested within the last year

Does the County have existing MOU's & Interlocal Agreements in place with municipalities within its borders

Does the County's EM Plans contain a Rumor Control protocol

Do the County Ordinances clearly specify who can declare an Emergency

Do the County Ordinances clearly specify a succession plan for declaring an Emergency

Does the emergency management program have formal mutual aid agreements with jurisdictions and allied and support agen

key to shading:

Greater than 50% of responses were positive (but a small number of responses)

County	2010 Census Pop	Coastal County?	Fiscally Constrained County?	Urban-Rural Category level 1	Urban-Rural Category level 2
Alachua	247,336	N	N	metropolitan	medium metro
Baker	27,115	N	Y	metropolitan	large fringe metro
Bay	168,852	Y	N	metropolitan	small metro
Bradford	28,520	N	Y	nonmetropolitan	noncore
Brevard	543,376	Y	N	metropolitan	medium metro
Broward	1,748,066	Y	N	metropolitan	large central metro
Calhoun	14,625	N	Y	nonmetropolitan	noncore
Charlotte	159,978	Y	N	metropolitan	small metro
Citrus	141,236	Y	N	nonmetropolitan	micropolitan
Clay	190,865	N	N	metropolitan	large fringe metro
Collier	321,520	Y	N	metropolitan	medium metro
Columbia	67,531	N	Y	nonmetropolitan	micropolitan
DeSoto	34,862	N	Y	nonmetropolitan	micropolitan
Dixie	16,422	Y	Y	nonmetropolitan	noncore
Duval	864,263	Y	N	metropolitan	large central metro
Escambia	297,619	Y	N	metropolitan	medium metro
Flagler	95,696	Y	N	metropolitan	small metro
Franklin	11,549	Y	Y	nonmetropolitan	noncore
Gadsden	46,389	N	Y	metropolitan	medium metro
Gilchrist	16,939	N	Y	metropolitan	medium metro
Glades	12,884	N	Y	nonmetropolitan	noncore
Gulf	15,863	Y	Y	nonmetropolitan	noncore
Hamilton	14,799	N	Y	nonmetropolitan	noncore
Hardee	27,731	N	Y	nonmetropolitan	micropolitan
Hendry	39,140	N	Y	nonmetropolitan	micropolitan
Hernando	172,778	Y	N	metropolitan	large fringe
Highlands	98,786	N	Y	nonmetropolitan	micropolitan
Hillsborough	1,229,226	Y	N	metropolitan	large central metro
Holmes	19,927	N	Y	nonmetropolitan	noncore
Indian River	138,028	Y	N	metropolitan	small metro
Jackson	49,746	N	Y	nonmetropolitan	noncore

Jefferson	14,761 Y	Y	metropolitan	medium metro
Lafayette	8,870 N	Y	nonmetropolitan	noncore
Lake	297,052 N	N	metropolitan	large fringe metro
Lee	618,754 Y	N	metropolitan	medium metro
Leon	275,487 N	N	metropolitan	medium metro
Levy	40,801 Y	Y	nonmetropolitan	noncore
Liberty	8,365 N	Y	nonmetropolitan	noncore
Madison	19,224 N	Y	nonmetropolitan	noncore
Manatee	322,833 Y	N	metropolitan	medium metro
Marion	331,298 N	N	metropolitan	medium metro
Martin	146,318 Y	N	metropolitan	medium metro
Miami-Dade	2,496,435 Y	N	metropolitan	large central metro
Monroe	73,090 Y	N	nonmetropolitan	micropolitan
Nassau	73,314 Y	N	metropolitan	large fringe metro
Okaloosa	180,822 Y	N	metropolitan	small metro
Okeechobee	39,996 N	Y	nonmetropolitan	micropolitan
Orange	1,145,956 N	N	metropolitan	large central metro
Osceola	268,685 N	N	metropolitan	large fringe metro
Palm Beach	1,320,134 Y	N	metropolitan	large central metro
Pasco	464,697 Y	N	metropolitan	large fringe
Pinellas	916,542 Y	N	metropolitan	large central metro
Polk	602,095 N	N	metropolitan	medium metro
Putnam	74,364 N	Y	nonmetropolitan	micropolitan
Santa Rosa	151,372 Y	N	metropolitan	medium metro
Sarasota	379,448 Y	N	metropolitan	medium metro
Seminole	422,718 N	N	metropolitan	large fringe metro
St. Johns	190,039 Y	N	metropolitan	large fringe metro
St. Lucie	277,789 Y	N	metropolitan	medium metro
Sumter	93,420 N	N	nonmetropolitan	micropolitan
Suwannee	41,551 N	Y	nonmetropolitan	noncore
Taylor	22,570 Y	Y	nonmetropolitan	noncore
Union	15,535 N	Y	nonmetropolitan	noncore
Volusia	494,593 Y	N	metropolitan	medium metro
Wakulla	30,776 Y	Y	metropolitan	medium metro

Walton	55,043 Y	N	nonmetropolitan	noncore
Washington	24,896 N	Y	nonmetropolitan	noncore
total	18,801,310 35 total			

Dustin Hinkel

From: Ray Ashton <RAShton@sjcfl.us>
Sent: Monday, June 25, 2012 10:43 AM
To: Harris, Alan; Pete McNally; Scott Nelson; Mitch Smeykal; Mary Blakeney E.; Cook, Preston (Hillsborough Co); John Dosh; fepa@fepa.org
Cc: Alachua County - Dave Donnelly; Baker County - Adam Faircloth; Bay County - Mark Bowen; Bradford County - Brian K. Johns; Brevard County - Kimberly Prosser; Brevard County - Ronald Ricci; Broward County - Charles Lanza; Calhoun County - Don A. O'Bryan; Charlotte County - Wayne Sallade; Citrus County - Capt. Joe Eckstein; Clay County - Chief Lorin Mock; Collier County - Dan E. Summers; Columbia County - Shayne Morgan; DeSoto County - Catherine Furr; Desoto County - Doug Crist; Dixie County - Tim Alexander; Duval County - Billy Estep; Duval County - Martin Senterfitt; Escambia County - John Dosh; FDEM - Bryan Koon; FDEM - David Halstead; Flagler County - Tom Harper; Franklin County - Pamela Brownell; Gadsden County - Shawn Wood; Gilchrist County - David Peaton; Gilchrist County - Ron Mills; Glades County - Angela R. Snow; Gulf County - Marshall Nelson; Hamilton County - Henry Land; Hardee County - Jill Newman; Hardee County - Rich Shepard; Hendry County - Lupe Taylor; Hernando County - Cecilia O. Patella; Highlands County - Scott Canaday; Hillsborough County - Preston Cook; Holmes County - Wanda Stafford; Indian River - John King; Jackson County - Rodney Andreasen; Jefferson County - Carol Ellerbe; Lafayette County - Alton Scott; Lafayette County - Donnie E. Land; Lake County - Jerry Smith; Lee County - John Wilson; Leon County - Richard Smith; Levy County - Mark Johnson; Liberty County - Rhonda Lewis; Madison County - Tom Cisco; Manatee County - Laurie Feagans; Marion County - Capt Chip Wildy; Martin County - Debra McCaugh; Miami-Dade County - Curt Sommerhoff; Monroe County - Irene Toner; Nassau County - Danny Hinson; Okaloosa County - Randy McDaniel; Okeechobee County - Mitch Meykal; Orange County - Dave Freeman; Osceola County - Richard Halquest; Palm Beach County - Bill Johnson; Pasco County - Annette Doying; Pasco County - James Martin; Pinellas County - Sally Bishop; Polk County - Pete McNally; Putnam County - Quin Romain; Santa Rosa County - Sheryl Bracewell; Sarasota County - Ed McCrane; St. Lucie County - Tom Daly; Sumter County - David Casto; Suwannee County - Kimberly Thomas; Dustin Hinkel; Carl Mcafee; Union County - James York; Union County - John Walker; Volusia County - Charlie Craig; Wakulla County - Scott Nelson; Walton County - Capt. Joe Preston; Washington County - Roger Hagan
Subject: RE: Emergency Management Working Group - Ranking

I am also removing myself for the exact same reasons.

-----Original Message-----

From: Harris, Alan [mailto:AHarris@seminolecountyfl.gov]
Sent: Monday, June 25, 2012 10:20 AM
To: Ray Ashton; 'Pete McNally'; 'Scott Nelson'; 'Mitch Smeykal'; 'Mary Blakeney E.'; 'Cook, Preston (Hillsborough Co)'; 'John Dosh'; 'fepa@fepa.org'
Cc: 'Alachua County - Dave Donnelly'; 'Baker County - Adam Faircloth'; 'Bay County - Mark Bowen'; 'Bradford County - Brian K. Johns'; 'Brevard County - Kimberly Prosser'; 'Brevard County - Ronald Ricci'; 'Broward County - Charles Lanza'; 'Calhoun County - Don A. O'Bryan'; 'Charlotte County - Wayne Sallade'; 'Citrus County - Capt. Joe Eckstein'; 'Clay County - Chief Lorin Mock'; 'Collier County - Dan E. Summers'; 'Columbia County - Shayne Morgan'; 'DeSoto County - Catherine Furr'; 'Desoto County - Doug Crist'; 'Dixie County - Tim Alexander'; 'Duval County - Billy Estep'; 'Duval County - Martin Senterfitt'; 'Escambia County - John Dosh'; 'FDEM - Bryan Koon'; 'FDEM - David Halstead'; 'Flagler County - Tom Harper'; 'Franklin County - Pamela Brownell'; 'Gadsden County - Shawn Wood'; 'Gilchrist County - David Peaton'; 'Gilchrist County

- Ron Mills'; 'Glades County - Angela R. Snow'; 'Gulf County - Marshall Nelson'; 'Hamilton County - Henry Land'; 'Hardee County - Jill Newman'; 'Hardee County - Rich Shepard'; 'Hendry County - Lupe Taylor'; 'Hernando County - Cecilia O. Patella'; 'Highlands County - Scott Canaday'; 'Hillsborough County - Preston Cook'; 'Holmes County - Wanda Stafford'; 'Indian River - John King'; 'Jackson County - Rodney Andreasen'; 'Jefferson County - Carol Ellerbe'; 'Lafayette County - Alton Scott'; 'Lafayette County - Donnie E. Land'; 'Lake County - Jerry Smith'; 'Lee County - John Wilson'; 'Leon County - Richard Smith'; 'Levy County - Mark Johnson'; 'Liberty County - Rhonda Lewis'; 'Madison County

- Tom Cisco'; 'Manatee County - Laurie Feagans'; 'Marion County - Capt Chip Wildy'; 'Martin County - Debra McCaugh'; 'Miami-Dade County - Curt Sommerhoff'; 'Monroe County - Irene Toner'; 'Nassau County - Danny Hinson'; 'Okaloosa County - Randy McDaniel'; 'Okeechobee County - Mitch Meykal'; 'Orange County - Dave Freeman'; 'Osceola County - Richard Halquest'; 'Palm Beach County - Bill Johnson'; 'Pasco County - Annette Doying'; 'Pasco County - James Martin'; 'Pinellas County - Sally Bishop'; 'Polk County - Pete McNally'; 'Putnam County - Quin Romay'; 'Santa Rosa County - Sheryl Bracewell'; 'Sarasota County - Ed McCrane'; Ray Ashton; 'St. Lucie County - Tom Daly'; 'Sumter County - David Casto'; 'Suwannee County - Kimberly Thomas'; 'Taylor County - Dustin Hinkel'; 'Taylor County - Jeff Manning'; 'Union County - James York'; 'Union County - John Walker'; 'Volusia County - Charlie Craig'; 'Wakulla County - Scott Nelson'; 'Walton County - Capt. Joe Preston'; 'Washington County - Roger Hagan'

Subject: Emergency Management Working Group - Ranking

Good morning Working Group and Emergency Managers of Florida -

This morning at 1000 Evan and I had a conversation - as we were the only ones on the EM Ranking Working Group Conference Call. I have decided to remove myself from the EM Ranking Working Group and have asked the State of Florida to move forward without my support. I have believed the process was flawed from the beginning, but I attempted to work through some of the issues. There is not sufficient time to accurately rank County emergency management programs in less than two months. We haven't even been able to come to a consensus on what methods to use.

There is no quality assurance. The assessments will be self-assessments with no oversight. The questions are arbitrary questions from individuals with limited or no experience in local emergency management or disaster response. The original set of questions had major flaws.

There is a system already in use to measure our performance - it is called the Scope of Work.

I don't see this project benefiting anyone in the State of Florida. In a previous conference call, there was discussion of many private entities being ranked. The example used was hotels and restaurants. I don't need or want to compete with my neighbors Brevard, Lake, Orange or Volusia County. Hilton and Marriott can compete. Ruby Tuesday and Chili's can compete. I would prefer to collaborate, share ideas, share equipment and teams, train together and basically provide whole community services to all of Central Florida.

Due to the fact that the set of questions are not developed, no criteria has been established for the collection of data, no evaluation matrix has been created, no auditing of the data has been discussed, no quality assurance process has been discussed, and limited correspondence with group member, I believe the program to be highly suspect and without merit. The process was flawed and time was not sufficient to complete the work - specifically at the start of hurricane season.

I hope that the product produced is something we can all live with. My prayer will be that it does not discredit the professional emergency managers throughout the State. They, and I, have spent years building public confidence in our programs. I hate to see all that work be marked with a "frowny face".

Best of luck to everyone as we work through the process.

Alan Harris, Emergency Manager

Department of Public Safety
150 Bush Blvd.
Sanford, FL 32773

Office Phone - 407-665-5017
Fax Number - 407-665-5036
aharris@seminolecountyfl.gov
www.prepareseminole.org

****Florida has a very broad Public Records Law. Virtually all written communications to or from State and Local Officials and employees are public records available to the public and media upon request. Seminole County policy does not differentiate between personal and business emails. E-mail sent on the County system will be considered public and will only be withheld from disclosure if deemed confidential pursuant to State Law.****



STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

RICK SCOTT
Governor

BRYAN W. KOON
Director

June 22, 2012

Ms. Anne Miller, President
Florida Emergency Preparedness Association
400 Capital Circle SE, Ste. 18-263
Tallahassee, Florida 32301

Re: Typing Project Questions from FEPA

Dear Ms. Miller:

Thank you for your June 18, 2012 letter requesting further information regarding the Florida Division of Emergency Management's County Emergency Management (EM) Typing Project, undertaken at the request of Governor Scott. Please see the responses below to your specific questions.

1. *What is the purpose or objective of the project?*

The purpose of the project is to create a system that will present quantitative data on the capabilities of county emergency management agencies. Such a system will allow policy-makers at the state and local levels to identify challenges, needs and successes in furthering local EM capabilities. This system will help Floridians understand the state's emergency management programs, and increase our ability to ensure that we are all better prepared for, able to respond to, recover from, and mitigate against disasters that affect Florida.

2. *Why is the project being pursued at this point in time?*

The Division is initiating the County EM Typing Project at the request of Governor Scott. It is, however, important to remember that we have just marked the beginning of the 2012 Atlantic Hurricane Season, and this is the time of year when public and private awareness of the importance of EM capabilities is highest.

3. *Why is the deadline for completion so short?*

This project was originally announced in January of this year, and Division staff began work at that time. Attention has heightened over the past month in response to collaborative efforts put forth by the State and working group.

4. What problem or issue is being addressed by the project?

The project addresses the lack of an objective and standardized method for analyzing County EM capabilities and measuring improvements over time. This project will address all functional areas within emergency management, including response, preparedness, recovery, mitigation and finance and administration, within a single framework.

5. How will project results be tabulated and presented?

A working group organized by the Division and comprised of representatives from around the state is creating a method and criteria for evaluation to be tabulated and presented. We all realize that Florida's counties differ greatly from geography and natural resources to population and budgets. The Division has not finalized the resulting measure, be it a letter grade, satisfactory mark, classification or county ranking. While it is clear that there will be a raw numerical score developed as a result of the formula currently being developed, it is also clear that there are many ways that these scores can be grouped for fair and proper comparison. Division staff and the working group continue to research this issue and will reach a resolution over the next few weeks.

6. How will the results of the project be utilized?

There are multitudes of ways in which such data can be used. Our desire at the Division is to use the information to ensure that we are providing the appropriate resources to meet Florida's needs to prepare for, respond to, recover from, and mitigate against man-made and natural disasters. We recommend that County Emergency Management directors and local governments use the data to closely evaluate their individual programs and develop a road-map for continuing improvement.

7. Is this assessment expected to be conducted on a recurring basis?

It is the Division's intent to develop a project that will benefit Floridians for years to come. While there is not a prescribed timeline for the project at this time, it should be done frequently enough to demonstrate improvement and remain relevant to the emergency management system in Florida.

As a Floridian, and member of the Florida Emergency Preparedness Association, I can assure you that this project is designed to gauge capabilities and highlight areas where we can all continue to improve Florida's already excellent emergency management system.

Sincerely,



Bryan W. Koon, Director
Division of Emergency Management

LOCAL STATE OF EMERGENCY DECLARATION

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA EXTENDING THE DECLARED STATE OF LOCAL EMERGENCY; WAIVING PROCEDURES AND FORMALITIES DURING THE PERIOD OF SUCH EMERGENCY; AUTHORIZING AND DIRECTING THE TAYLOR COUNTY EMERGENCY MANAGEMENT DIRECTOR TO TAKE WHATEVER PRUDENT ACTIONS AS MAY BE NECESSARY TO PROTECT THE HEALTH, SAFETY AND WELFARE OF THE COMMUNITY PURSUANT TO THIS DECLARATION.

WHEREAS, **TROPICAL STORM DEBBY** made landfall near Steinhatchee, FL, on Tuesday, June 26, and the County continues to respond to rising river levels due to high rainfall accumulations regionally;

WHEREAS, Section 252.38(3) (a), Florida Statutes empowers political subdivisions to declare a State of Local Emergency for a period of up to seven (7) days, but may be extended, as necessary, in 7 day increments;

WHEREAS, a State of Local Emergency for Tropical Storm Debby was declared on June 24;

WHEREAS, Section 252.38(3) (a), Florida Statutes empowers political subdivisions to waive the procedures and formalities otherwise required by law pertaining to;

1. Performance of public work and taking whatever action is Necessary to ensure the health, safety and welfare of the Community.
2. Entering into contracts
3. Incurring obligations
4. Employment of permanent and temporary workers
5. Utilization of voluntary workers
6. Rental of equipment
7. Acquisition and distribution with or without compensation of Supplies, materials and facilities.
8. Appropriation and expenditure of public funds.

WHEREAS, Section 501.106, Florida Statutes prohibits price gouging in a declared State of Emergency.

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

SECTION I

A State of Local Emergency is hereby declared for all of Taylor County, for a period of seven (7) days, but may be extended as necessary, in 7 day increments.

SECTION II

Procedures and formalities otherwise required by law pertaining to actions enumerated by items one through eight herein is hereby waved for the duration of this declaration.

SECTION III

The Taylor County Emergency Management Director is hereby authorized and directed to take whatever prudent actions as may be necessary to protect the health, safety and welfare of the community pursuant to this declaration.

SECTION IV

This Resolution shall become effective immediately upon its adoption.
resolved this 2nd day of July, 2012.

PATRICIA "PAT" PATTERSON, Chairperson
BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA

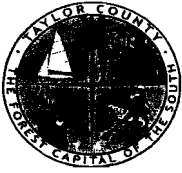
ATTEST:

ANNIE MAE MURPHY
Clerk of Court

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO REVIEW AND CONSIDER APPROVAL OF A HOLD HARMLESS AGREEMENT FOR KATIE'S KOUNTRY KORNER ANNUAL FIREWORKS DISPLAY, AS AGENDAED BY CARL MCAFEE, DEPUTY FIRE CHIEF.

MEETING DATE REQUESTED:

7/2/12

Statement of Issue: Katie's Kountry Korner is requesting permission to hold a fireworks display on July 2.

Recommended Action: Approve

Fiscal Impact: N/A

Budgeted Expense: N/A

Submitted By: Carl McAfee

Contact: 838-3522

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The event will be held at the business and fire protection assistance was requested from the Beaches Volunteer Fire Department and Florida Forest Service.

Options:

Attachments: Hold Harmless
Permit request submitted to TCFR

The Traczyk Company (d.b.a. Sky Candy Fireworks)

STEVEN M. TRACZYK, PRES.

JIM NYERS, TECHNICIAN

June 11, 2012

Carl McAfee, Fire Chief
Taylor County Fire & Rescue
501 Industrial Park Drive
Perry, Florida 32347
Phone: (850) 838-3522
E-mail: fire2@taylorcountygov.com

Re: Subject: 2012 4th of July Fireworks Show
Type Show: Close Proximity
Date of Display: 07/02/2012 (Monday)
Time of Display: 9:00 P.M.
Client Name: Mr. Mitch House, Owner of Katies Kountry Korner
Location: Vacant land south of Katie's Kountry Korner Store
15777 Beach Road, Perry, Florida 32348

Dear Mr. McAfee:

Per your instructions, I'm submitting this request to obtain permission to provide a small, close proximity fireworks show for the client and location described above. This will be the same exact show that we performed last year at the same location. Note that although Sky Candy Fireworks is the lead shooter for this show, we are actually sub-contractors for Firepower Displays Unlimited who is the company that is actually contracted by Mr. House and who will provide the liability insurance.

Note that I will have to forward an updated liability insurance certificate as soon as I received the updated approval from the State of Florida. They are way behind in issuing workers comp policy approvals which always cycle on June 30th. I will forward that as soon as it arrives from the insurance company.

In the meantime, I'm submitting all other information for your review.

Respectfully Submitted,

SKY CANDY FIREWORKS



Steven M. Traczyk, President

E-mailed: 06/11/2012

Cc: Mr. Mitch House

CONTRACT FOR FIREWORKS DISPLAY

Sponsor(s) : Katie's Kountry Korner, Inc.
15729 Beach Road, Perry, Florida 32348
Sponsor Contact : Mr. Mitchell D. House, Jr.
Sponsor Phone No. : 850-578-2277 Store, 239-253-5523 Cell, 239-695-1076 Fax
Sponsor e-mail : katieskorner@wildblue.net
Date of Display (Event) : July 2nd, 2012 (Monday)
Location : The west side of Beach Road, 300-feet south of Sea Oaks Loop,
Perry, Florida. (Refer to attached map)
Time : Approx. 9:10 p.m.
Duration : Minimum of 10 minutes
Type of Display : Standard Proximity (With musical accompaniment)
Show/Contract Price : [REDACTED]
Security Deposit Fee : [REDACTED]
Local Permit Fee : Paid by Sponsor (If any)
Fire Dept. Water Truck : Paid by Sponsor

We the undersigned, being interested in a fireworks display for the **Katie's Kountry Korner, Inc. Store Promotional Event**, agree to pay a price of [REDACTED] (**Price includes product and liability insurance**) for the display agreed upon, which will be furnished by Firepower Displays Unlimited, Inc. The principal's of Sky Candy Fireworks, LLC. will work as sub-contractors for Firepower Displays Unlimited, Inc. as lead operators of this display.

The undersigned, intending to be legally bound, agree as follows:

1. The Sponsor agrees to make a \$3,500 deposit payment upon execution of contract and no less than 60 days prior to the Date of Display (Event). The remaining \$4,000 of the Total Contract Price is due by 4:00 p.m., the day of the display.
2. The fireworks display and/or display contract may be cancelled by sponsor at any time and without cause. If the display or display contract is cancelled 45 days or more prior to the Event, there will be an administrative fee charged to the sponsor in the amount of 10% of the Show Price. If the display or display contract is cancelled within 45 days of the Event, there will be a fee charged to the sponsor in the amount of 50% of the Show Price.
3. The sponsor reserves the right to cancel the fireworks display and/or display contract at any time if the sponsor and/or any governmental agency (State, County, local municipality) determines that the fireworks are unsafe due to drought or other hazardous conditions. If these conditions do arise the sponsor will be charged 25% of the display contract and/or the difference of this amount will be deducted from the deposit and refunded back to the sponsor.
4. In the event of inclement weather or postponement, there will be a 15% charge plus any renewals of permits and insurance, if applicable, applied for resetting the display on a different date. The sponsor may postpone the display at his/her discretion, provided that the display is postponed to a date no longer than seven days after the first scheduled date and on a date that does not conflict with any other display contracted by Firepower Displays Unlimited, Inc. or unless other arrangements have been made between the sponsor and Firepower Displays Unlimited, Inc. The postponed display must take place at the original display site. If no rain date or postponement date is set within a period of up to 12 months from the "Date of the Display (Event)" listed above, it would be deemed a cancellation of the display and the entire deposit will be forfeited.

CONTRACT FOR FIREWORKS DISPLAY

5. **Rain or Postponement Date** – Firepower Displays Unlimited, Inc. reserves the right to terminate the display at any time in the event of inclement weather. No re-schedule date was requested by the sponsor if the delivery and/or exhibition of the fireworks are postponed by reason of inclement weather. If the display cannot be executed due to inclement weather, a re-schedule date will be offered to the sponsor under the terms of Item 4 of this contract.
6. If winds exceed 15 miles per hour, the fireworks display may be postponed at the discretion of Firepower Displays Unlimited, Inc. and/or the operators (the principal's of Sky Candy Fireworks, LLC.).
7. Firepower Displays Unlimited, Inc. reserves the right to terminate the display at any time in the event that person(s), vehicles or animals enter the secured safety zone and security is unable or unwilling to remove them and enforce the safety regulations or other conditions (wind or rain) that would pose a safety hazard to any person(s) or property, with out any penalty whatsoever directed towards Firepower Displays Unlimited, Inc.
8. If show is canceled, sponsor is responsible for any permit, fire watch or barge/tug fees, if applicable. Additionally, sponsor will be responsible for load in/ load out expenses not to exceed 50% of budget.
9. If the Event is on land, sponsor will furnish police and/or crowd security personnel, provide proper parking supervision, and insure adequate patrol of the safety zone as marked and secured by the sponsor until Firepower Displays Unlimited, Inc. advises that it is no longer necessary.
10. A fireworks display may produce debris as displays take place in the dark. Firepower Displays Unlimited, Inc. will not be responsible for clean-up or debris removal of land based shows other than company equipment, supplies and packing materials. Please make arrangements for the clean up of your display site area and venue after the display is finished and the fireworks staff have deemed the area safe for the cleaning personnel to enter.
11. Firepower Displays Unlimited, Inc. will furnish all applicable licenses, permits, \$1,000,000 liability insurance (per occurrence and \$3,000,000 general aggregate) and pyrotechnicians for the electronically fired display. Workman's Compensation and Employee Liability will be provided at \$100,000 each accident. Sponsor and any other applicable entity will be listed as additional insured under the certificate of insurance.
12. In accordance with local regulations and ordinances, fireworks displays shall not take place later than 10:30pm unless approval is obtained from the local governing authority. The restrictions shall not be applicable with regards to holidays such as December 31, January 1, or other national holidays. If for some reason, shoot time does not occur before the allotted time and shoot is cancelled due to local authority or expiration of permit, Sponsor is liable for full payment of display.
13. Hold harmless Firepower Displays Unlimited, Inc. and/or Sky Candy Fireworks, LLC. from any claims that do not directly relate to damages produced by its staff, equipment or pyrotechnic material and/or arising out of this agreement.
14. In the event Sponsor shall fail to pay any sum when due under the terms of this contract, Sponsor shall pay, in addition to such amount, interest at the rate of 1-1/2% per month on the unpaid amount from the original due date. Sponsor does further agree that it shall pay Firepower Displays Unlimited, Inc. reasonable attorney fees and court costs in the event Firepower Displays Unlimited, Inc. shall commence suit or incur fees to compel Sponsor to pay any sums due hereunder or otherwise as a result of Sponsor's default of any of the terms and provisions herein contained.

CONTRACT FOR FIREWORKS DISPLAY

15. **IMPORTANT NOTE:** Items listed in this proposal assume a firing area that conforms to NFPA Code 1123-2010 (Table 5.1.3.1), which states the minimum separation distances from Mortars to Spectators to be at least 70 feet per inch of shell diameter. This program requires a safety zone which follows the standards shown on the following chart. Adjustments will be made to the content of this program if necessary to conform to NFPA 1123-2010.

Product to be use in fireworks show (Yes or No)	Mortar Shell Size - Diameter Size (Inches)	NFPA Minimum Safety Zone 70-feet per inch of Shell Diameter (Radius Feet from product)	Provided Safety Zone per inch of Shell Diameter (Radius Feet from product)
Yes	1.75	123	165
Yes	2.00	140	165
No	2.50	175	250
No	3.00	210	300
No	4.00	280	400
No	5.00	350	500
No	6.00	420	600

16. **SPONSOR'S AGENT:** Mitchell House shall be designated as sponsor's agent to whom all questions and inquiries shall relay all questions and inquiries. Sponsor's agent shall be the only agent of sponsor authorized to request rescheduling of the delivery and exhibition of the fireworks on the part of the sponsor.

Firepower Displays Unlimited, Inc., upon acceptance of this contract in writing, agrees to fulfill the contract in a workmanlike and professional manner. The principals of Sky Candy Fireworks, LLC. will work under the employment of Firepower Displays Unlimited, Inc. as operators of this display.

Accepted this 6 day of April, 2012

On behalf of the Katie's Kountry Korner, Inc.

(Signature): 

(Print Name): Mitchell House

(Signature Date): 4-6-12

And on behalf of Firepower Displays Unlimited, Inc.

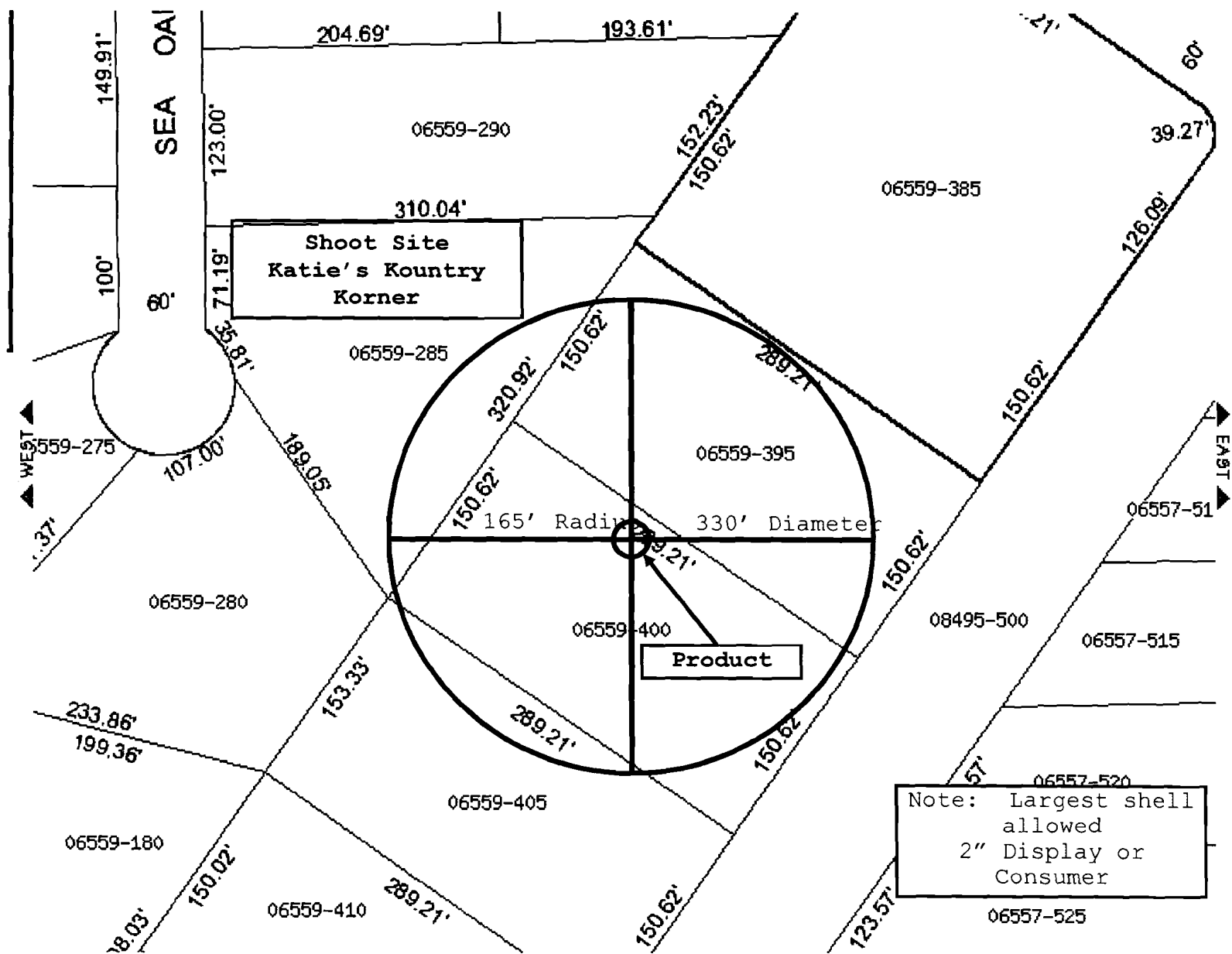
(Signature): 

(Print Name): Gary Avins, President & Owner

(Signature Date): _____









Taylor County Fire Rescue

501 Industrial Drive

Perry, FL 32348

June 30, 2011

Steve Traczyk

Shy Candy Fireworks, LLC

10333 Ashley Oaks Dr.

Riverview, FL 33578

Dear Steve

This letter is to permit the Sky Candy Fireworks Company, LLC a licensed Pyrotechnic Supply and Display business, to conduct a firework display on July 2, 2011 at Katie's Country Corner Store, Beach Road, Perry Florida. As previously discussed, the following conditions must be met for this permit to be valid.

1. On-site fire protection must be provided, preferably an engine or brush truck from the Taylor Beaches Volunteer Fire Department.
2. The display setup must comply with NFPA 1123.
3. Separation distances to spectators must meet the minimum requirements set forth in NFPA 1123.
4. All required liability insurance must be provided.

If you need further clarification, feel free to contact me at 850-672-1698.

Sincerely,

Jeffrey Manning

Jeffrey Manning, Fire Chief

JM:

File:

Certificate of Competency

Lakeland Fire Department

This certifies that

Steven Traczyk

Representing

**Sky Candy Fireworks
10333 Ashley Oaks Dr.
Riverview, FL 33578**

has successfully passed an examination covering

NFPA 1123, 2006 EDITION

and is registered as a

FIREWORKS OPERATOR

within the city limits of Lakeland, Florida.

FEBRUARY 9, 2012

Test Date


Fire Official

FEBRUARY 9, 2015

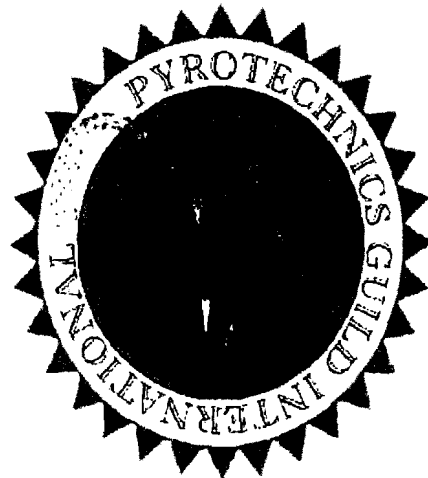
Expiration Date

Training Certificate for Operator

THE PYROTECHNICS GUILD INTERNATIONAL, INC.

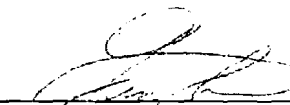
Certifies That

STEVEN M. TRACZYK



Has successfully completed the PGII Display
Fireworks Operator Certification and Safety Program,
requiring attendance at lectures and demonstrations, a
passing score on a written examination, and
documented display fireworks shooting experience.

Performance by the holder of this certificate is beyond
the control of the PGII. This organization makes no
warranty as to the holder's future performance.


Fred Hopper, PGII Course Administrator

27 December 2010
Date

Florida Pyrotechnic Arts Guild, Inc.

Certificate of Achievement

presented to

Steve Traczyk

In recognition for successfully completing a display fireworks shooters training and safety certification program. It requires attendance at lectures and demonstrations, a passing score on a written examination and documented shooting experience.



The purpose of the Guild shall be to promote and encourage safe, legal and artful pyrotechnic operation in Florida through training and exchange of information.



Lee K. Martin

Training Officer FPAG

10/30/10
Date

Performance by the holder of this certificate is beyond the control of the PGII, and the FPAG and this organization makes no warranty as to the holder's future performance.



DEPARTMENT OF THE TREASURY - BUREAU OF ALCOHOL, TOBACCO AND FIREARMS

LICENSE/PERMIT (18 U.S.C. CHAPTER 40, EXPLOSIVES)

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555) you may engage in the activity specified in this license/permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. See "WARNING" and "NOTICES" on back.

DIRECT ATF
CORRESPONDENCE
TO

Christopher R. Reeves
Chief, Federal Explosives Licensing Center (FELC)
Bureau of Alcohol, Tobacco, Firearms and Explosives
244 Needy Road
Martinsburg, West Virginia 25405
Telephone: 1-877-233-3352 Fax: 1-304-515-4493

LICENSE
NUMBER

1-FL-057-54-4L-00785

EXPIRATION
DATE

November 1, 2014

NAME

SKY CANDY FIREWORKS LLC

Premises Address: CHANGES? You must notify the FELC at least 10 days before the move
10333 ASHLEY OAKS DRIVE
RIVERVIEW, FL 33578

TYPE OF LICENSE OR PERMIT

54-USER OF FIREWORKS (DISPLAY)

CHIEF, FEDERAL EXPLOSIVES LICENSING CENTER (FELC)

Christopher R. Reeves
Christopher R. Reeves

PURCHASING CERTIFICATION

I certify that this is a true copy of a license/permit issued to me to engage in the activity specified.

Mailing Address: CHANGES? You must notify the FELC at least 10 days before the change

SKY CANDY FIREWORKS LLC
10333 ASHLEY OAKS DRIVE
RIVERVIEW, FL 33578

(SIGNATURE OF LICENSEE/PERMITTEE)

The licensee/permittee named herein shall use a reproduction of this license/permit to assist a transferor of explosives to verify the identity and status of the licensee/permittee as provided in 27 CFR Part 555. The signature on each reproduction must be an ORIGINAL signature.

ATF F 5400.14/5400.15, Part 1 (8/89)



Operation of a fireworks display is subject to any conditions that may be required by law.



U.S. Department of Justice
Bureau of Alcohol, Tobacco, Firearms and Explosives
Federal Explosives Licensing Center (FELC)
www.atf.gov

Federal Explosives Licensing Center
244 Needy Road 09/22/2011
Martinsburg, West Virginia 25405
telephone: (877)283-3352 fax: (304)616-4401

NOTICE OF CLEARANCE

for individuals transporting, shipping, receiving, or possessing explosive materials.

ISSUED TO: SKY CANDY FIREWORKS LLC

Federal Explosives license/permit no.: 1-FL-057-54-4L-00785

NOTICE DATE: 09/22/2011

Expiration Date: November 1, 2014

Explosives License/Permit Type: 54-USER OF FIREWORKS (DISPLAY)

EXPIRATION DATE: This Notice expires when superseded by a newer Notice which will list all current responsible persons and employee possessors, or when the license or permit expires - whichever comes first.

- ① **WARNING.** Only those individuals listed below as **RESPONSIBLE PERSONS** and **EMPLOYEE POSSESSORS** with a background clearance status of "CLEARED" or "PENDING" are authorized to transport, ship, receive, or possess explosive materials in the course of employment with you.
- ② **"DENIED" STATUS.** If an employee possessor has a background clearance status of "DENIED", you **MUST** take immediate steps to remove the employee from a position requiring the transporting, shipping, receiving, or possessing of explosive materials. Also, if the employee has been listed as a person authorized to accept delivery of explosive materials, you **MUST** remove the employee from such list and immediately, and in no event later than the second business day after such change, notify distributors of such change, as stated in 27 CFR 555.33(a).
- ③ **CHANGE IN RESPONSIBLE PERSONS.** You **MUST** report any change in responsible persons to the Chief, Federal Explosives Licensing Center, within 30 days of the change and new responsible persons **MUST** include "appropriate identifying information" as defined in 27 CFR 555.11. Fingerprints and photos are **NOT** required, however they will be required upon renewal of the license or permit.
- ④ **CHANGE OF EMPLOYEES.** You **MUST** report any change of employee/possessors to the Chief, FELC, within 30 days. Reports relating to newly hired employees must be submitted on ATF Form 5400.28 for **EACH** employee.

Premises Address: 10333 ASHLEY OAKS DRIVE
RIVERVIEW, FL 33578

Mailing Address:
SKY CANDY FIREWORKS LLC
10333 ASHLEY OAKS DRIVE
RIVERVIEW, FL 33578

This 'Notice of Clearance' is provided to you as required by 18 U.S.C. 843(h) and **MUST** be retained as part of your permanent records and be made available for examination or inspection by ATF officers as required by 27 CFR 555.121. If you receive a Notice subsequent to this Notice, this Notice will no longer be valid.

In accordance with 27 CFR 555.33, Background Checks and Clearances, and 27 CFR 555.57, Change of Control, Change in Responsible Persons, and Change of Employees, ATF's Federal Explosives Licensing Center (FELC) has conducted background checks on the individual(s) you identified as a responsible person(s) and an employee/possessor(s) on your application, or reported after the issuance of your license/permit.

The following is a SUMMARY of the results of the background checks conducted on the individuals you reported as responsible persons and employee/possessors. ATF will be notifying ALL individuals listed on this document of their respective status by separate letter mailed to their residence address.

PLEASE BE ADVISED THAT IT IS UNLAWFUL FOR ANY PERSON REFLECTING A STATUS OF "DENIED" TO TRANSPORT, SHIP, RECEIVE, OR POSSESS EXPLOSIVE MATERIALS.

Please carefully review this Notice to ensure that all the information is accurate. If this Notice is incorrect, please return the Notice to the Chief, FELC, with a statement showing the nature of the error(s). The Chief, FELC, shall correct the error, and return a corrected Notice.

Number of RESPONSIBLE PERSON(S) : 2
Number of EMPLOYEE POSSESSOR(S) : 0

LAST NAME, First Name, Middle Name Clearance Status

RESPONSIBLE PERSONS:

0001 NYERS, JAMES J JR
0002 TRACZYK, STEVEN M

2

Cleared
Cleared

EMPLOYEE POSSESSORS:

0

continued

LAST NAME, First Name, Middle Name

Clearance Status

(16)

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

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

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

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

June 20, 2012

Hon. Annie Mae Murphy
Clerk of Court
Post Office Box 620
Perry, Florida 32348

Mr. Jack Brown
County Administrator
County Offices
201 E. Green Street
Perry, Florida 32347

Re: Resolution – SRWMD

Dear Annie Mae and Jack:

Please find enclosed the Resolution for the Suwannee River Water Management District.

If you have any questions, please feel free to give me a call.

Thank you and I hope you are doing fine.

Respectfully,



Conrad C. Bishop, Jr.

CCB/kp

Enclosure

RESOLUTION NO. 2012-_____

A RESOLUTION OF TAYLOR COUNTY, FLORIDA TO EDUCATE THE PUBLIC OF THE SUWANNEE RIVER WATER MANAGEMENT DISTRICT GOVERNING BOARD ORDER DATED MAY 29, 2012, ON THE SUBJECT OF MODIFIED PHASE III WATER SHORTAGE ORDER, AND ATTACHING A COPY OF THE ORDER TO THIS RESOLUTION.

WHEREAS, the Suwannee River Water Management District has passed a Modified Phase III Water Shortage Order, and

WHEREAS, the District has requested the Board of County Commissioners of Taylor County, Florida to assist in the education of this Order.

IT IS THEREFORE RESOLVED BY TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA, AS FOLLOWS:

1. A copy of the Modified Phase III Water Shortage Order is attached hereto and marked Exhibit "A".
2. That the citizens of Taylor County, Florida are encouraged to review this Order and abide by same.

PASSED this ____ day of _____, 2012.

BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA

BY: _____
PATRICIA PATTERSON, CHAIR

ATTEST:

ANNIE MAE MURPHY, CLERK

SUWANNEE RIVER WATER MANAGEMENT DISTRICT
GOVERNING BOARD ORDER

Order Number: 12-0005
Date Approved: May 29, 2012
Subject: Modified Phase III Water Shortage Order
Approval:



Alphonas Alexander
Don Quincey, Chairman Alphonas Alexander
Carl Meece
Ray Curtis, Secretary
Carl Meece

Modified Phase III Water Shortage Order

The Governing Board of the Suwannee River Water Management District (District), during a regularly scheduled meeting held on May 29, 2012, at District Headquarters in Live Oak, Florida, received testimony, including data and recommendations from District staff regarding hydrologic conditions and the declaration of a water shortage within the District. Based on the testimony, data, and staff recommendations, the Governing Board makes the following Findings of Fact and Conclusions of Law.

FINDINGS OF FACT

1. At its May 29, 2012, meeting, the District's Governing Board declared a Modified Phase III Water Shortage, pursuant to the provisions of 40B-21, Florida Administrative Code (F.A.C.), to remain in effect until September 30, 2012.

2. Drought indicators are summarized as follows.

Rainfall

- For the period May 1, 2011, through April 30, 2012, for the fifteen counties within the District, there was an average rainfall deficit of approximately 17.1 inches based on records beginning in 1932.
- The 12-month rainfall ending April 30 is in the lowest one percent of all 12-month periods, and is the lowest of all May through April 12-month period based on records beginning in 1932.

EXHIBIT A

Groundwater Conditions

- Of the 51 upper Floridan monitor wells measured between May 1 and May 15, 2012, 90 percent had levels in the lowest 10 percent of all records, considered extremely low. Eighty-four percent had levels in the lowest 5 percent of all records. Forty-three percent had record-setting lows.
- In the 12 months prior to May 15, 2012, 55 of 94 upper Floridan monitor wells reported record low levels.

Surfacewater Conditions

- The Suwannee River at Branford gage monitors flow contributed by 79 percent of the 9,973 square mile Suwannee River drainage area and has continuous records since 1931. The average flow rate on May 15, 2012, was in the lowest one percent of all daily flows, the lowest one percent of all 7-day average flows, the lowest 10 percent of all 60-day average flows, and was the lowest of all 365-day average flows.
- The Santa Fe River near Fort White gage monitors flow contributed by 74 percent of the 1,374 square mile Santa Fe River drainage area and has continuous records since 1931. The average flow rate on May 15, 2012, was in the lowest 3 percent of daily and 7-day average flows, the lowest 2 percent of 60-day average flows, and was the lowest of all 365-day average flows.
- On May 15, flow rates at the Econfina River near Perry and the Steinhatchee River near Cross City were in the lowest 2 percent of all daily, 7-day, and 365-day average flows, at gages with continuous data beginning in 1950.
- As of April 26, 2012, Treehouse Spring (a first-magnitude spring in Alachua County) and Levy Blue Spring (a third magnitude spring in Levy County) were observed with no flow for the first time in their records. Homsby Springs, a first magnitude spring in Alachua County, was also not flowing as of April 26.
- Flow measurements taken between January 1 and April 26, 2012, were the lowest in the record for the following springs: Poe Springs, Suwannee Springs, Alapaha Rise, and Otter Springs. On April 26, the flow rate at Poe Springs was 3 cubic feet per second, which is 16 percent of the previous low flow recorded in 2009.

Drought Indices

- As of May 8, 2012, the U.S. Drought Monitor reported all or part of Taylor, Lafayette, Dixie, Suwannee, Columbia, Baker, Union, Bradford, Gilchrist, and Alachua counties in exceptional drought (D4 status). Most

- of Jefferson, Madison, Hamilton, and Levy counties were in extreme drought (D3 status). Suwannee River tributary basins in South Georgia were in extreme drought (D3 status).
- The Palmer (long-term) Drought Severity Index published by the Climate Prediction Center was -4.23 for North Florida for the week ending April 21, indicating extreme drought.
- As of May 15, the USGS classified the river basins in the SRWMD and the Suwannee River tributary basins in Georgia as under severe hydrologic drought, with the middle- and lower-Suwannee basin under extreme hydrologic drought, based on 7-day average streamflow compared to historical streamflow for the day of year.

Forecast and Climatology

- Average May rainfall based on records beginning in 1932 is 3.43 inches. Average May evapotranspiration based on University of Florida data at four stations in or near the SRWMD beginning in 2003 is 4.9 inches. On average, May rainfall does not provide reliable groundwater recharge.
- The three-month precipitation probability outlook published by the Climate Prediction Center on April 19, 2012, shows North Florida having equal chances of above normal, normal, or below normal precipitation through July 31, 2012.
- The U.S. Seasonal Drought Outlook published on May 3, 2012, depicts the North Florida drought as ongoing with some improvement through the period ending July 31, 2012. South Georgia is depicted as an area of ongoing drought, likely to persist or intensify.

CONCLUSIONS OF LAW

3. The Governing Board of the District is duly authorized by Section 373.246(2), Florida Statutes (F.S.), and Chapter 40B-21, F.A.C., to issue orders declaring the existence of a water shortage within all or part of the District and to impose such restrictions and require such measures as may be necessary to reduce demand on available water supplies.

4. County and city officials and all law enforcement authorities are required to enforce orders lawfully issued by the District pursuant to Chapter 40B-21, F.A.C., and Section 373.609, F.S.

5. The Governing Board held a public workshop on May 8, 2012, and a hearing on May 29, 2012, at the District's headquarters for the purpose of

considering data, including quantitative and qualitative indicators and staff recommendations.

6. Upon careful consideration of the hydrologic conditions, District data, qualitative factors and staff recommendations, the Executive Director has determined that a District-wide Modified Phase III Water Shortage is necessary and should be so ordered.

ORDERED

THEREFORE, based on the foregoing Findings of Fact and Conclusions of Law, it is hereby ORDERED:

7. A Modified Phase III Water Shortage is declared for all ground and surface waters within the District's fifteen-county area.

8. Water use restrictions are attached to this Order and are hereby incorporated.

9. Water use restrictions shall take effect on June 13, 2012.

10. County and city officials and all law enforcement authorities shall enforce this Order when requested, pursuant to the Plan and Section 373.609, F.S.

11. Water shortage declarations and restrictions enacted prior to this Order by county and city officials affecting their local jurisdictions ("Local Action") that are at least as restrictive as this Modified Phase III Water Shortage Order are hereby ratified and authorized to continue in effect according to their terms. In the event that a Local Action is less restrictive than this Order, this Order shall supersede the Local Action, unless the county or city officials obtain a variance or waiver from this Order from the District.

12. This order shall remain in effect from June 13, 2012, until September 30, 2012, unless otherwise modified, revoked, or rescinded by the Governing Board.

ATTACHMENT
MODIFIED PHASE III WATER SHORTAGE RESTRICTIONS

- (1) Indoor uses** shall be reduced by employing water conservation measures and by installing water conserving devices.
- (2) Essential uses** should be reduced to the extent practicable by limiting flushing and other system cleaning activities to a level required to maintain the health, safety, and welfare of the public.
- (3) Agricultural uses** shall be restricted as follows:
 - (a) Treated wastewater irrigation shall not be restricted.
 - (b) Low pressure/low volume irrigation systems shall not be restricted.
 - (c) Overhead irrigation by high pressure/high volume systems shall be prohibited between the hours of 12:00 p.m. and 9:00 p.m. Systems that have been certified by an independent irrigation laboratory within the past five years prior to the effective date of a water shortage order to be as efficient as practicable or are compliant with applicable water conservation best management practices shall not be restricted.
 - (d) Flood/seepage irrigation systems shall be operated in a manner that will capture all runoff that is practicable for reuse.
 - (e) Livestock water users shall, to the extent practicable, reduce their water usage to a level required to maintain the health, safety, and welfare of livestock.
 - (f) Soil flooding for pest control or soil preservation shall be prohibited.
 - (g) Soil flooding to permit harvesting of sod shall be prohibited.
 - (h) Aquaculture water users shall, to the extent practicable, reduce their water usage.
 - (i) All irrigation systems shall be operated in a manner that will efficiently use the water withdrawn.
 - (j) All agricultural enterprises should suspend those activities which stimulate the need for increased irrigation, as feasible and appropriate.
 - (k) No unnecessary off-site discharge from irrigation shall be allowed.
 - (l) No off-site application of irrigation water on non-targeted areas shall be allowed.
 - (m) Users having access to more than one source class shall maximize the use of the lesser or least restricted source class.
 - (n) For those agricultural enterprises that have best management practices approved by the Department of Agriculture and Consumer Services, irrigation for purposes of watering-in of insecticides, fungicides, herbicides, and fertilizers shall not be restricted. Such watering-in shall be limited to the minimum necessary and shall be accomplished during the hours allowed for normal irrigation.

(4) Commercial and industrial uses shall be restricted as follows:

(a) Use of treated wastewater shall not be restricted.

(b) Phosphate mining and beneficiation operations:

1. Recycled water within the mine site shall be used to the greatest extent practicable to reduce freshwater withdrawals.

2. Water within noncontiguous mine cuts and other impoundments shall be used to the greatest extent practicable to augment the mine's circulation system.

3. Off-site discharges of water shall be reduced or eliminated to the greatest extent practicable.

4. Cleaning requiring water use shall be reduced to the minimum required to protect the efficiency of the operation, prevent damage to equipment, or maintain the health and safety of workers.

5. Washing of vehicles shall be suspended except for health and safety needs.

6. Nonessential uses, plant cleaning, water-cooled air conditioning, and lawn irrigation shall be reduced or eliminated to the greatest extent practicable. Restriction of other uses within the mine site may also apply.

(c) Chemical products processing or manufacturing facilities:

1. The use of fresh water shall be reduced to the greatest extent practicable.

2. Off-site discharge shall be reduced or eliminated to the greatest extent practicable.

3. Recycled water shall be used to replace fresh water to the greatest extent practicable.

4. Nonessential uses, plant cleaning, water-cooled air conditioning, and lawn irrigation shall be reduced or eliminated to the greatest extent practicable.

(d) Limestone, sand, gravel, or other minerals mining operations:

1. On-site impounded surface waters shall be used to replace fresh water withdrawals to the greatest extent practicable.

2. Spraying for dust control in quarry area shall be reduced except for health and safety needs.

3. Reduce general housekeeping that requires the use of water to the greatest extent practicable.

4. Off-site discharge shall be reduced or eliminated wherever practicable.

(e) Cement, concrete, and concrete products manufacturing facilities:

1. Runoff shall be captured and reused to the greatest extent practicable.

2. Spray drift shall be reduced to the greatest extent practicable and spray application shall be adjusted to attain the greatest practicable efficiency.

3. The water content of products shipped shall be reduced to the greatest extent practicable.

(f) Perishable foods processing operations:

1. Off-site discharge shall be reduced or eliminated wherever feasible.

2. Water losses from released steam shall be minimized to the greatest extent practicable.

3. Effluent shall be recycled to the greatest extent practicable.

(g) Perishable foods packing operations:

1. Restrict washing of fruit and plant area to minimum level necessary for health and safety standards.

2. Equipment washing apparatus with automatic shut-off devices shall be used to the greatest extent practicable.

(h) Bottled water and other beverage products operations:

1. Restrict equipment washing operations to the minimum level necessary for health and safety standards.

2. Implement routine process inspections to find and reduce water waste to the greatest extent practicable.

(i) Power generation:

1. Maximize production from generating facilities which are least dependent upon withdrawals from the source experiencing the shortage, and minimize production from generating facilities which are most dependent upon withdrawals from the source experiencing the shortage, to the greatest extent practicable.

2. Non-essential uses of water, plant cleaning, water-cooled air conditioning, and lawn irrigation shall be reduced or eliminated to the greatest extent practicable. Restrictions of other uses may apply.

3. Power companies should encourage customers to reduce power consumption to the greatest extent practicable, so that they may reduce power generation and in turn, reduce water consumption.

(j) Other industrial and commercial uses:

1. Reduce use by employing water conserving measures and by installing water conserving devices.

2. Replace use of fresh water with reclaimed or recycled water wherever appropriate and feasible to the maximum extent practicable.

3. Users having access to more than one source class shall maximize the use of the lesser or least restricted source class.

4. Additional restrictions may apply.

(5) Water utility uses shall be restricted as follows:

(a) To the greatest extent practicable, utilities shall institute conservation measures such as improving and accelerating leak detection surveys and repair programs, installing and calibrating meters, and stabilizing and equalizing system pressures.

(b) New water line flushing and disinfection shall be limited to minimum requirements.

(6) Landscape irrigation uses shall be restricted as follows:

(a) Treated wastewater irrigation shall not be restricted.

(b) Lawns and landscaping

1. Established lawns and landscaping

a. The irrigation of established lawns and landscaping is prohibited, except between the hours of 10:00 p.m. and 6:00 a.m.

b. Hand watering is authorized between the hours of 4 p.m. and 10:00 a.m.

c. Lawn watering is limited to a once-per-week schedule as follows:

Addresses with House Numbers:	May only irrigate on:
Ending in 0 or 1	Monday
Ending in 2 or 3	Tuesday
Ending in 4 or 5	Wednesday
Ending in 6 or 7	Thursday
Ending in 8 or 9	Friday
No address (community common areas, etc.)	Friday

d. Irrigation for purposes of watering-in of insecticides, fungicides and herbicides, where such watering-in is required by the manufacturer, or by federal, state or local law, shall not be restricted; such watering-in shall be limited to the minimum necessary and should be accomplished during the hours allowed for normal irrigation.

e. The operation of irrigation systems for cleaning and maintenance purposes shall not be restricted, except to be limited to the minimum necessary to maintain efficient operation of the system. Each irrigation zone may be tested a maximum of once per week.

2. New lawns and landscaping

a. Irrigation of new lawns and landscaping shall occur between the hours of 4:00 p.m. and 10:00 a.m. and limited to the minimum amount required for the establishment of the lawn. Sixty days following planting of lawn and landscaping, the restrictions in paragraph 1. Above shall apply.

b. Irrigation for purposes of watering-in of insecticides, fungicides and herbicides, where such watering-in is required by the manufacturer, or by federal, state or local law, shall not be restricted; such watering-in shall be limited to the minimum necessary and should be accomplished during the hours allowed for normal irrigation.

c. The operation of irrigation systems for cleaning and maintenance purposes shall not be restricted, except to be limited to the minimum necessary to maintain efficient operation of the system. Each irrigation zone may be tested a maximum of once per week.

(c) Golf courses

1. Irrigation of greens and tees shall occur between the hours of 10:00 p.m. and 6:00 a.m.

2. Irrigation of fairways, roughs, and non-play areas on the front nine holes of the course shall be prohibited, except between the hours of 10:00 p.m. and 6:00 a.m. on odd numbered days.

3. Irrigation of fairways, roughs, and non-play areas on the back nine holes of the course shall be prohibited, except between the hours of 10:00 p.m. and 6:00 a.m. on even numbered days.

4. Horticultural practices which stimulate the need for increased irrigation shall be reduced or suspended to the greatest extent practicable.

5. Users having access to more than one source class shall maximize the use of the lesser or least restricted source class.

6. The operation of irrigation systems for cleaning and maintenance purposes shall be restricted to the minimum necessary to maintain efficient operation of the system. Each irrigation zone may be tested a maximum of once per week.

7. Irrigation for purposes of watering-in of insecticides, fungicides, herbicides, and fertilizer where such watering-in is required by the manufacturer or by federal, state or local law, shall not be restricted; such watering-in shall be limited to the minimum necessary and should be accomplished during the hours allowed for normal irrigation.

(7) Miscellaneous uses shall be restricted as follows:

(a) Recreation area use of water shall be reduced to the greatest extent practicable.

(b) Washing or cleaning streets, driveways, sidewalks, or other impervious areas with water shall be prohibited except to meet federal, state, or local health or safety standards.

(c) Mobile equipment washing shall be accomplished using only low-volume methods (excluding commercial car washes).

(d) Outside pressure cleaning shall be restricted to only low-volume methods.

(e) Augmentation shall be limited to the minimum necessary to maintain and preserve the long-term integrity of the surfacewater body and associated habitat for fish and wildlife. Where minimum levels have been established by the District, no augmentation shall occur when water levels are above the applicable minimum water level.

(f) Aesthetic uses.

1. Outside aesthetic uses of water shall be prohibited.

2. Inside aesthetic uses of water shall be prohibited.

(g) Car washing.

1. Car washing by individuals and businesses shall be limited to once per week on the designated watering day for the location.
2. Fundraising and commercial car washes, including mobile detail businesses may operate on any day.
3. Emergency and other first responder vehicles may be washed on any day as needed.

**EXCERPTS FOR
SUWANNEE RIVER WATER MANAGEMENT DISTRICT
CHAPTER 40B-21
WATER SHORTAGE PLAN**

40B-21.051 Definitions

When used in this Chapter:

- (1) "Even numbered address" means the house address or rural route ending in the numbers 0, 2, 4, 6, 8, or the letters A-M. Post office box numbers are not included.
- (2) "Even numbered days" means the days whose dates end in the numbers 0, 2, 4, 6, or 8. For purposes of this chapter, the date shall be determined by the day during which irrigation begins.
- (3) "Hand watering" means the low volume irrigation of plants or crops with one hose, fitted with a self-canceling or automatic shutoff nozzle, attended by one person.
- (4) "High Pressure/High Volume Irrigation System" shall mean any sprinkler-type irrigation system with an SER greater than 1.2 and will typically include higher pressure (greater than 30 psi) pivots, traveling or walking systems, or in-ground, overhead sprinkler systems.
- (5) "Irrigation System Efficiency Ratio (SER)" shall mean the ratio of the water withdrawn to the water requirement of the plant(s) irrigated and shall be determined by comparing volume of water which needs to be pumped for delivery by a particular irrigation system to the net irrigation requirement of a crop. For example, if a particular irrigation system requires 1.2 inches of water in order to apply 1 inch to a crop, the SER is 1.2:1 or simply 1.2. Generally, the excess water is lost to system leakage, evaporation, and wind drift.
- (6) "Low Pressure/Low Volume Irrigation System" shall mean any irrigation system with a SER of 1.2 or less and will typically include trickle, drip, micro jet, and low pressure (less than 30 pounds per square inch [psi]) overhead irrigation systems.
- (7) "Low-volume mobile equipment washing" means the washing of mobile equipment with a bucket and sponge or a hose with a self-canceling or automatic shutoff nozzle or both.
- (8) "Low-volume pressure cleaning" means pressure cleaning by means of equipment which is specifically designed to reduce the inflow volume as accepted by industry standards.
- (9) "Method of withdrawal class" means the type of facility or means of extraction or diversion of water employed by the user. Method of withdrawal classes within the District are specified in Rule 40B-21.571, F.A.C.
- (10) "Mobile equipment" means any public, private, or commercial automobile, truck, trailer, railroad car, camper, boat, or any other type of similar

equipment. The term shall not include sanitation and sludge vehicles or food vending and transporting vehicles.

(11) "Odd numbered address" means the house address or rural route ending in the numbers 1, 3, 5, 7, 9 or the letters N-Z. Post office box numbers are not included.

(12) "Odd numbered days" means the days whose dates end in the numbers 1, 3, 5, 7, or 9. For purposes of this chapter, the date shall be determined by the day during which irrigation begins.

(13) "Overhead irrigation" means the use of equipment and devices which deliver water under pressure, through the air, above the level of the plant being irrigated.

(14) "Plan" means the water shortage plan authorized in Section 373.246, F.S., and contained in this chapter.

(15) "Seawater" shall mean any ground or surface water with an average total chloride concentration equal to or greater than 15,000 milligrams per liter.

(16) "Source class" means the specified water resource from which a user is obtaining water either directly or indirectly. Source classes within the District are identified in Rule 40B-21.531, F.A.C.

(17) "Use class" means the category describing the purpose for which the user is using water. Use classes within the District are specified in Rule 40B-21.541, F.A.C.

(18) "User" means any person or entity which directly or indirectly takes water from the water resource, including but not limited to uses from private or public utility systems, uses under water use permits issued pursuant to Chapter 40B-2, F.A.C., or uses from individual wells or pumps for domestic or individual home use.

(19) "Water resource" means any and all water on or beneath the surface of the ground, including natural or artificial water courses, lakes, ponds, or diffused surface water and water percolating, standing, or flowing beneath the surface of the ground, and any related natural systems. However, it does not refer to treated wastewater effluent or seawater.

(20) "Water shortage" means that situation within all or part of the District when insufficient water is available to meet the existing reasonable-beneficial needs of water users and to protect water resources from serious harm. A water shortage may be the result of a drought or the result of human influences on water resources.

(21) "Water shortage emergency" means a situation when the powers which can be exercised under a water shortage declaration are not sufficient to adequately protect the public health, safety, or welfare, the health of animals, fish, or aquatic life.

(22) "Water Use Permit" means a permit issued pursuant to Chapter 40B-2, F.A.C., authorizing the withdrawal and use of water.

**EXCERPTS FOR
SUWANNEE RIVER WATER MANAGEMENT DISTRICT
CHAPTER 40B-21
WATER SHORTAGE PLAN**

40B-21.601 General.

(1) Upon declaration of a water shortage or water shortage emergency, the restrictions presented within this part can be implemented to achieve the desired overall reductions in user demand. The target reduction ultimately chosen during a water shortage will be dependent upon the severity of the particular shortage. The District shall evaluate hydrologic conditions and implement the restrictions found in this Part. The restrictions shall be included in the notice(s) of the shortage, as specified in Rule 40B-21.275, F.A.C.

(2) Restrictions are presented for each use class and various subclasses. It shall be the responsibility of each water user to keep informed as to the restrictions in effect.

(3) In addition to the restrictions specified in this part, all wasteful and unnecessary water use is prohibited regardless of the severity of water shortage. This subsection is not intended to prohibit legal uses of water whether permitted or exempted by rule or statute. Such wasteful and unnecessary water use shall include, but not be limited to:

(a) Allowing water to be dispersed without any practical purpose to the user, regardless of the type of water use;

(b) Allowing water to be dispersed in a grossly inefficient manner, regardless of the type of water use;

(c) Allowing water to be dispersed to accomplish a purpose for which water use is unnecessary or which can be easily accomplished through alternative methods without water use; and

(d) Allowing water to be dispersed for purely aesthetic or ornamental uses.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

The Board to consider a request from the Leon County Sheriff Department and the 3rd Judicial Court to enter into a Memorandum of Understanding regarding the Taylor County Courthouse CCTV System.

MEETING DATE REQUESTED:

July 2, 2012

Statement of Issue:

The office of the County Administrator received an email from the Leon County Sheriff's Department at 10:08 a.m. on Wednesday, June 27, 2012, requesting that the attached Memorandum of Understanding (MOU) by Friday, June 29, 2012.

Recommended Action:

Agreement between Leon County Sheriff Department and the 3rd Circuit Court, Court Administration

Fiscal Impact:

UNKNOWN – While the \$26,418.70 is grant funded this creates numerous unknown recurring cost for the future.

Budgeted Item:

N/A

Submitted By:

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

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

The office of the County Administrator received an email from the Leon County Sheriff's Department at 10:08 a.m. on Wednesday, June 27, 2012, requesting that the attached Memorandum of Understanding (MOU) by Friday, June 29, 2012. After reviewing the MOU the County Administrator made several attempts to speak with the respective representatives with the Leon County Sheriff's Department and the 3rd Judicial Circuit Courts Administrator without success as we put this on the agenda. The first that the County Administrator's office heard about the MOU was on the 27th. We hope to have representatives in attendance.

Options:

Board discretion

Attachments:

Emails and Marked up MOU

Memorandum of Understanding

For Authorized Expenditures from the
2011 State Homeland Security Grant Program (SHSGP)

GRANT NUMBER: 2012-LETP-LEON-1-S3-088

Taylor is listed
as recipient
here but later
the recipient is
listed as
Sondra Lanier,
3rd Cir. Court
Admin.

THIS AGREEMENT is entered into by and between Larry Campbell, as Sheriff of Leon County, Florida, a County Constitutional Officer of the State of Florida, for and on behalf of the Leon County Sheriff's Office (hereinafter referred to as LCSO), and the Taylor County Board of County Commissioners, a State or Local Unit of Government (hereinafter referred to as the Recipient):

WHEREAS, the U.S. Department of Homeland Security, Office of State and Local Government Coordination and Preparedness, Office of Grants and Training, has made available the 2011 State Homeland Security Grant Program (SHSGP) funds to the Florida Department of Community Affairs (FDCA), as the State of Florida's State Administrative Agency under federal grant guidelines, which funds are designated to be used for planning, equipment, training, exercise and management and administrative purchases and activities in domestic preparedness;

WHEREAS, pursuant to the authority of federal grant guidelines, the FDCA has contracted with the Florida Department of Law Enforcement (FDLE) to administer a portion of the 2011 State Homeland Security Grant and the LCSO is eligible and has received a distribution of a portion thereof;

WHEREAS, pursuant to Chapter 943, Florida Statutes, FDLE, whose executive director serves as the Chief of Domestic Security for the State, has established seven Regional Domestic Security Task Forces (RDSTF's), which form the basis of the State's regional response structure in domestic preparedness, and which include federal, state and local partners, public and private, who work together in developing funding strategies to meet the goals of the statewide domestic security plan;

WHEREAS, LCSO and Recipient, through the RDSTF and the Florida Domestic Security Oversight Council (Florida's senior advisory committee that facilitates coordination among key agencies and disciplines receiving federal and state homeland security assistance) have utilized Florida's statewide domestic security strategy and the federal Homeland Security Strategies in determining the need and basis for the expenditure and use of the 2011 SHSGP funds designated in this agreement, and have received state, local and federal approval for such expenditure and use of said funds and have designated certain items and services for expenditures of said funds, which will serve to support Florida's regional response structure, with a focus on the needs of the members and partners within Region 2 of the RDSTF;

WHEREAS, a "Federally Funded Sub-Grant Agreement" was executed between the FDLE and the LCSO on **November 18, 2011** which listed within the Budget Narrative the eligible activities and equipment to be purchased consistent with Florida's statewide domestic security strategy;

WHEREAS, the LCSO has agreed to purchase and disburse certain approved equipment to Local Government Units and/or state agencies within Region 2 of the RDSTF;

NOW THEREFORE, the LCSO and the Recipient enter into this memorandum of understanding and agree to the following terms:

1. The LCSO will purchase the item(s) listed below ("Equipment"), on behalf of the Recipient, utilizing a portion of LCSO's allocation of the SHSGP grant funds from the 2011 Homeland Security Grant, in the amount of **\$26,418.70** ("Grant Fund Amount"), and will thereafter transfer all applicable title, ownership, custody and

control of the Equipment to Recipient, a Local Governmental Unit, upon approved inspection and acceptance by Recipient, for use as described herein.

Title of Project: REGIONAL CRITICAL INFRASTRUCTURE HARDENING

Equipment:

1 – Taylor County Courthouse CCTV System including: \$26,418.70

- 6 IP Dome Camera**
- 4 Digital Dome Camera**
- 2 Cisco Network Switch**
- 2 Altronix PW Supply**
- 2 Cat 6 Cabling**
- 1 Wire Management**
- 1 Programming and End User Training**
- 1 20" LCD Monitor**
- 1 CCTV Cabling**

Total Equipment: \$ 26,418.70

2. The Equipment is in accordance with the federal FY11 "Authorized Equipment List". The related project for the use of the Equipment is specifically designed to aid and enhance local governments in Florida, through a coordinated regional response model. The project represents an agreed-upon regional consensus and is not solely state-initiated.

3. Once the Recipient takes possession of the Equipment, the Recipient agrees to sign a receipt provided by the LCSO acknowledging acceptance. The Recipient acknowledges that all of the Equipment listed above may not arrive at the same time, and therefore, the Recipient agrees to sign a receipt acknowledging acceptance each time the Recipient takes possession of Equipment.

4. If the nature of the Equipment is such that it requires a "title", the Recipient agrees the Equipment will be titled in the name of the Recipient upon acceptance or as soon as possible thereafter.

5. Upon proper transfer of the Equipment by LCSO to Recipient, Recipient shall retain, maintain, operate, deploy, maintain records related to the Equipment and manage the above described project, on behalf of LCSO and others within the State's regional response structure and in accordance with all applicable federal, state and local requirements.

6. LCSO and Recipient shall comply with applicable federal, state and local laws, regulations and guidelines in allocations, expenditures, reports and audits related to the use of the Grant Fund Amount and the Equipment.

7. The Recipient agrees to be solely responsible to parties with whom it shall deal in carrying out the terms of this MOU, and shall hold the LCSO harmless against all claims of whatever nature by third parties arising out of the performance of work under this MOU. For purposes of this MOU, the Recipient agrees that it is not an employee or agent of the LCSO, but is an independent contractor.

8. Any Recipient who is a state agency or subdivision, as defined in Section 768.28, Fla. Stat., agrees to be fully responsible to the extent provided by Section 768.28 Fla. Stat. for its negligent acts or omissions or tortious acts which result in claims or suits against the LCSO, and agrees to be liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by any State or Local Governmental Unit to which sovereign immunity applies. Nothing herein shall

be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

9. The Recipient agrees that all notices provided under or pursuant to this MOU shall be in writing, and delivered either by hand delivery, or first class, certified mail, return receipt requested, to the LCSO MOU representative identified below at the address set forth below and said notification attached to the original of this MOU.

10. The Recipient agrees to notify the LCSO one year in advance of the expiration of the equipment's posted shelf-life or immediately if the equipment is destroyed, lost, or stolen.

11. The Recipient agrees not to transfer, rent, sell, lease, alienate, donate, mortgage, encumber or otherwise dispose of the Equipment without the prior written consent of the LCSO.

12. The Recipient agrees to be responsible for periodic inspections conducted by the LCSO, FDLE and/or FDCA.

13. This MOU is effective upon its execution by the LCSO and the Recipient and may be modified only in writing by both parties. This MOU shall remain in effect until the Equipment is destroyed, lost, stolen, or otherwise disposed of by mutual agreement of the LCSO and the Recipient.

14. The names and addresses for the LCSO contact persons are:

Contract/Financial Activities:

Gene Griffin
Chief Administrative Officer
Leon County Sheriff's Office
2825 Municipal Way
Tallahassee, Florida 32304
Phone Number: (850) 922-3335
Email: griffinge@leoncountyfl.gov

Programmatic Activities:

Captain Rob Swearingen
Homeland Security Bureau
Leon County Sheriff's Office
2825 Municipal Way
Tallahassee, Florida 32304
Phone Number: (850) 922-3468
E-mail: swearinr@leoncountyfl.gov

15. The name and address of the representative of the Recipient responsible for the administration of this MOU is:

**Sondra Lanier, Deputy Court Administrator
3rd Judicial Circuit
Columbia County Courthouse
173 NE Hernando Ave., Room 408
Lake City, FL 32055
(386) 758-2163**


16. This MOU contains all the terms and conditions agreed upon by the LCSO and the Recipient.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed by their undersigned officials as duly authorized.

LEON COUNTY SHERIFF'S OFFICE



Larry Campbell, Sheriff



Date Signed

TAYLOR COUNTY BOCC

Chairman

Date Signed

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed by their undersigned officials as duly authorized.

LEON COUNTY SHERIFF'S OFFICE


Larry Campbell, Sheriff


Date Signed

TAYLOR COUNTY BOCC

Chairman

Date Signed

Jack Brown

From: Jack Brown
Sent: Wednesday, June 27, 2012 11:15 AM
To: 'JordanG@leoncountyfl.gov'; Sondra Lanier (lanier.sondra@jud3.flcourts.org)
Cc: Dustin Hinkel; Conrad C. Bishop Jr. (lawbishop@fairpoint.net)
Subject: RE: Taylor county Courthouse MOU
Attachments: MOU Request for Court Security Equipment from Leon County's Sheriff Department.pdf

This agreement should be between the Leon County Sheriff's Department and the Third Circuit not Taylor County. We agree that the recipient is the Third Circuit Court. Please see the marked up MOU for areas that we find very troublesome. Regards, Jack

Jack R. Brown
County Administrator
Taylor County
Email: Jack.Brown@taylorcountygov.com
Phone: (850) 838-3500, Ext. 7
Fax: (850) 838-3501
website: <http://www.taylorcountygov.com>

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

From: Jack Brown
Sent: Wednesday, June 27, 2012 10:51 AM
To: 'JordanG@leoncountyfl.gov'; Sondra Lanier (lanier.sondra@jud3.flcourts.org)
Cc: Dustin Hinkel
Subject: FW: Taylor county Courthouse MOU

Dear Mr. Jordan and Ms. Lanier,

Please call me regarding this MOU. This is the first that we have heard of it and there are several areas of concern.
Regards, Jack Brown

Jack R. Brown
County Administrator
Taylor County
Email: Jack.Brown@taylorcountygov.com
Phone: (850) 838-3500, Ext. 7
Fax: (850) 838-3501
website: <http://www.taylorcountygov.com>

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From: Jack Brown
Sent: Wednesday, June 27, 2012 10:40 AM
To: Sondra Lanier (lanier.sondra@jud3.flcourts.org)
Cc: Dustin Hinkel
Subject: FW: Taylor county Courthouse MOU

Hi Sondra,

I hope that you are doing well. Review the attached email and file and call me ASAP. Leon County wants us to add this to our agenda for Monday's Board meeting and this is the first we have heard regarding any such agreement.

We have to have the agenda turned in by noon today and we just got this 8 minutes ago. Thanks, Jack

Jack R. Brown
County Administrator
Taylor County
Email: Jack.Brown@taylorcountygov.com
Phone: (850) 838-3500, Ext. 7
Fax: (850) 838-3501
website: <http://www.taylorcountygov.com>

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From: Dustin Hinkel
Sent: Wednesday, June 27, 2012 10:15 AM
To: Jack Brown
Subject: FW: Taylor county Courthouse MOU

Dustin Hinkel

Assistant County Administrator
Emergency Management Director
Taylor County Board of County Commissioners

Office	EOC
201 E Green Street	591 East US Highway 27
Perry, FL 32347	Perry, Florida 32347
850-838-3500 ext 7 Office	850-838-3575 Phone
850-838-3501 Fax	850-838-3523 Fax
850-672-0830 Cell	

dustin.hinkel@taylorcountygov.com
<http://www.taylorcountygov.com>

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

From: Grady Jordan [<mailto:JordanG@leoncountyfl.gov>]
Sent: Wednesday, June 27, 2012 10:08 AM
To: Dustin Hinkel
Subject: Taylor county Courthouse MOU

The attached MOU is standard MOU completed when we had receipted work or items to another agency or entity. The MOU covers the items purchased by the Leon County Sheriff's Office for the Taylor County Courthouse security cameras. The MOU describes the items purchased that we will be transferring custody to Taylor County.

If you have further questions please give me a call.