

SUGGESTED AGENDA

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS
PERRY, FLORIDA

TUESDAY, MARCH 19, 2013
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.

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

Prayer and Pledge of Allegiance

Welcome

1. APPROVAL OF AGENDA
2. APPROVAL OF MINUTES of February 6 and March 4, 2013.
3. APPROVAL OF CONSENT ITEMS A - Z:

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))

- 3-A. THE BOARD TO CONSIDER APPROVAL OF ANNUAL SPRING E911 MAINTENANCE GRANT CONTRACT, AS AGENDAED BY RENA COURTNEY, E911 COORDINATOR.

BIDS/PUBLIC HEARINGS:

4. THE BOARD TO RECEIVE BIDS FOR TREE CLEARING PROJECT AT PERRY-FOLEY AIRPORT, SET FOR THIS DATE AT 6:10 P.M., OR AS SOON THEREAFTER AS POSSIBLE.
5. THE BOARD TO RECEIVE BIDS FOR CONSTRUCTION OF ECONOMIC DEVELOPMENT TRANSPORTATION PROJECT - PROVIDENCE ROAD, SET FOR THIS DATE AT 6:15 P.M., OR AS SOON THEREAFTER AS POSSIBLE.
6. THE BOARD TO RECEIVE BIDS FOR A BUILDING DEPARTMENT OPERATIONS VEHICLE, SET FOR THIS DATE AT 6:20 P.M., OR AS SOON THEREAFTER AS POSSIBLE.
7. COMMENTS AND CONCERNS FROM THE PUBLIC FOR NON-AGENDAED ITEMS:

WE VALUE THE IDEAS AND INSIGHTS OF THE PUBLIC. THEREFORE, IT IS THE POLICY OF THE BOARD TO ALLOW A PERIOD FOR THE PUBLIC TO ASK QUESTIONS, REQUEST OR GIVE INFORMATION, AND REQUEST ACTION ON ITEMS NOT ON THE AGENDA.

IN MOST CASES, YOU WILL NOT RECEIVE AN IMMEDIATE RESPONSE BECAUSE THE ITEM MAY NEED TO BE RESEARCHED AND PLACED ON THE AGENDA AT A FUTURE BOARD MEETING.

YOU ARE ALLOWED TO SPEAK FOR THREE (3) MINUTES.

PUBLIC REQUESTS:

8. RANDY ROWELL TO APPEAR REGARDING GARBAGE FEE ON PROPERTY THAT HAS AN ELECTRIC POWER POLE.
9. AFLAC OFFICIALS TO APPEAR REGARDING OPEN ENROLLMENT FOR COUNTY EMPLOYEES.

ADVISORY COMMITTEE REPORTS:

10. THE BOARD TO REVIEW AND CONSIDER APPOINTMENT OF APPLICANTS TO THE TAYLOR COUNTY RESTORE ACT ADVISORY COMMITTEE, AS AGENDAED BY JACK BROWN, COUNTY ADMINISTRATOR.

CONSTITUTIONAL OFFICERS/OTHER GOVERNMENTAL UNITS:

11. THE BOARD TO CONSIDER REQUEST TO RELEASE FUNDS IN THE AMOUNT OF \$51,750 FROM COUNTY RESERVES FOR ECONOMIC DEVELOPMENT FOR THE FINAL PAYMENT OF MATCH FUNDING REQUIREMENT OF THE BUCKEYE ENERGY INDEPENDENCE MATCHING GRANT, PROCURED IN 2009, AS AGENDAED BY SCOTT FREDERICK, TAYLOR COUNTY DEVELOPMENT AUTHORITY (TCDA).
12. THE BOARD TO CONSIDER APPOINTMENT OF TWO (2) INDIVIDUALS TO FILL VACANT POSITIONS ON THE TOURISM DEVELOPMENT COUNCIL, AS AGENDAED BY DAWN TAYLOR, TDC.
13. THE BOARD TO CONSIDER APPROVAL OF REQUEST TO PROCLAIM APRIL AS WATER CONSERVATION MONTH, AS AGENDAED BY VANESSA FULTZ, SUWANEE RIVER WATER MANAGEMENT DISTRICT (SRWMD).

COUNTY STAFF ITEMS:

14. THE BOARD TO CONSIDER APPROVAL OF ONE (1) YEAR OFFICE LEASE AGREEMENT AT PERRY-FOLEY AIRPORT, WITH MED-TRANS CORPORATION, AS AGENDAED BY MELODY COX, GRANTS COORDINATOR.
15. THE BOARD TO CONSIDER APPROVAL OF THE 2019 FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) TRANSPORTATION ALTERNATIVES PROGRAM GRANT APPLICATION AND ADOPTION OF AUTHORIZING RESOLUTION, FOR THE GREEN STREET SIDEWALK PROJECT, AS AGENDAED BY THE GRANTS COORDINATOR.
16. THE BOARD TO CONSIDER APPROVAL OF KEATON BEACH COASTAL PARK PROJECT CONTRACT WITH R&E SITE DEVELOPMENT, INC., AS AGENDAED BY KENNETH DUDLEY, COUNTY ENGINEER.
17. THE BOARD TO CONSIDER REQUEST FOR QUALIFICATIONS (RFQS)/ADVERTISING FOR THE PLANNING BOARD ATTORNEY POSITION, AS AGENDAED BY DANNY GRINER, COUNTY BUILDING OFFICIAL.

COUNTY ADMINISTRATOR ITEMS:

18. THE BOARD TO DISCUSS BOARD APPOINTMENTS.

19. THE COUNTY ADMINISTRATOR TO DISCUSS INFORMATIONAL ITEMS.

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

WE VALUE THE IDEAS AND INSIGHTS OF THE PUBLIC. THEREFORE, IT IS THE POLICY OF THE BOARD TO ALLOW A PERIOD FOR THE PUBLIC TO ASK QUESTIONS, REQUEST OR GIVE INFORMATION, AND REQUEST ACTION ON ITEMS NOT ON THE AGENDA.

IN MOST CASES, YOU WILL NOT RECEIVE AN IMMEDIATE RESPONSE BECAUSE THE ITEM MAY NEED TO BE RESEARCHED AND PLACED ON THE AGENDA AT A FUTURE BOARD MEETING.

YOU ARE ALLOWED TO SPEAK FOR THREE (3) MINUTES.

21. EXAMINATION AND APPROVAL OF INVOICES:

22. BOARD INFORMATIONAL ITEMS:

23. MOTION TO ADJOURN.

FOR YOUR INFORMATION:

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

www.taylorcountygov.com

- IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS ANY ACCOMODATION IN ORDER TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST TO YOU, TO THE PROVISION OF CERTAIN ASSISTANCE. PLEASE CONTACT DUSTIN HINKEL, ASSISTANT COUNTY ADMINISTRATOR, 201 E. GREEN STREET, PERRY, FLORIDA, 850-838-3500, EXT. 7, WITHIN TWO (2) WORKING DAYS OF THIS PROCEEDING.
- ANY PERSON WISHING TO ADDRESS THE BOARD REGARDING AN AGENDAED OR NON-AGENDAED ITEM WILL BE GIVEN THREE (3) MINUTES FOR COMMENT.
- 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.

3A

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Taylor County E911 Spring Maintenance Grant

COPY

MEETING DATE REQUESTED:

April 19, 2013

Statement of Issue: This grant is to cover maintenance expenses associated with Taylor County's E911 system.

Recommended Action: Approve grant application.

Fiscal Impact: \$16,141.00

Budgeted Expense: Y/N No / 100% grant

Submitted By: Rena' Courtney, 911 Coordinator

Contact: 850.584.2429

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: This grant will help cover maintenance expenses associated with the E911 system. There is no match requirement for this grant as it is 100% funded by the State E911 Board.

Options:

Attachments: Grant application.

APPLICATION FOR

***THE E911 RURAL COUNTY GRANT
PROGRAM***

**W Form 1A, incorporated by reference in Florida Administrative
Code Rule 60FF1-5.002 Rural County Grants, E911 Rural County
Grant Application, effective 1/1/2012**

1.0 Purpose

The E911 Rural County Grant Program is to assist rural counties with the installation and maintenance of an Enhanced 911 (E911) system and to provide “seamless” E911 throughout the State of Florida.

2.0 Eligibility

The Board of County Commissioners in any county in the State of Florida with a population of less than 75,000 as per the most recent published data from the *Florida Association of Counties' Directory* is eligible to apply for this grant program. Funding priorities are established in Addendum I.

3.0 Definitions

- A. Enhanced 911 (E911): As defined by Section 365.172(3)(i), Florida Statutes, and as referenced in the State E911 Plan under Section 365.171, Florida Statutes.
- B. E911 Maintenance: Means the preventative, routine and emergency maintenance required by the State E911 Plan, in order to maintain the E911 System in operable working condition.
- C. E911 System: Means the Public Safety Answering Point equipment, in accordance with the State E911 Plan, including 911 call routing, processing, mapping and call answering communications equipment.
- D. Government Accounting Standards Board (GASB): Means the independent organization that establishes and improves standards of accounting and financial reporting for U.S. state and local governments.
- E. Next Generation 911 (NG-911): Means the designation for an advanced 911 emergency communications system or service that provides a communications service subscriber with 911 service and, in addition, directs 911 emergency requests for assistance to appropriate public safety answering points based on the geographical location from which the request originated, or as otherwise provided in the State E911 Plan under Section 365.171, Florida Statutes, and that provides for automatic number identification and automatic location identification features and emergency data information through managed IP-based networks.
- F. Public Safety Answering Point (PSAP): As defined by Section 365.172(3)(a), Florida Statutes, and as referenced in the State E911 Plan under Section 365.171, Florida Statutes.

4.0 E911 Rural County Grant Program Calendar

	Spring Schedule	Fall Schedule
Counties submit Application	by April 1	by October 1
E911 Board Members evaluate applications	April – May	October – November
E911 Board votes on applications to fund at regularly scheduled meeting	April – June	October – December
E911 Board sends notification of funding and issues check to counties approved for funding	before June 30	before December 30
Implementation period	One year from receipt of award and funds.	One year from receipt of award and funds.
Expiration of the right to incur costs	Two years from receipt of award and funds.	Two years from receipt of award and funds.

5.0 General Conditions

- 5.1 Applications must be delivered to the following address:

**State of Florida E911 Board
ATTN: E911 Board Administrative Staff
4030 Esplanade Way, Suite 160
Tallahassee, Florida 32399-0950**

- 5.2 The applicant must provide one original of the pages for Application Form items 1 through 14 and the associated quotes. The grant application package must be postmarked or delivered on or before April 1 or October 1 of each year, dependent on the spring or fall application period. Failure to provide these documents will result in automatic rejection of the grant application. One scanned copy of the entire submitted package should also be provided on a CD-ROM, to ensure quality of the documents to be reviewed.
- 5.3 The E911 Board will not consider leasing of equipment unless the applicant can show that leasing rather than purchase will reduce total costs. Leasing costs should be calculated to account for only the first year warranty and maintenance costs and should not include upfront maintenance costs to reduce the lease amount.
- 5.4 All grant applications shall be accompanied by at least one complete quote for equipment or services, except for funding limitation item 6.3.7. Grant applications totaling \$35,000.00 or more must be accompanied by at least three written substantiated competitive complete quotes from different vendors. Complete quote submittals shall include a detailed scope of work, all pages included in the vendor proposal, breakdown of all costs including equipment and service deliverables. The E911 Board will compare the three quotes to any existing state contract in order to determine appropriate funding. Any county that has made a good faith effort to obtain at least three competitive quotes and has not been able to obtain the quotes can request E911 Board review based on substantiated proof of request for quotes or posting of the request with documentation of the limited responses.

- 5.5 If the grant application does not exceed the threshold amount of \$195,000, the county can initiate a request for approval for sole source funding. These will be considered on a case-by-case basis. Justification for sole source funding shall be provided with the application. Sole source will be approved if provided in accordance with Chapter 287, Florida Statutes, or with provision of a letter from the county's purchasing department that the project is a sole source procurement based on the county's purchasing requirements, which shall be provided with this grant application.
- 5.6 Rather than submitting multiple application requests for maintenance, all eligible maintenance requests should be combined into a single application request and include a breakdown of the individual components of the E911 system maintenance costs that are requested for funding assistance in the application. Grant applications for maintenance, where the county obtained a grant or utilized county funds to purchase equipment and obtained three competitive quotes for the first year of maintenance, or met the requirements of General Conditions items 5.4 or 5.5, are not required to provide three written quotes with an application for an additional year of maintenance.
- 5.7 All maintenance requests should include on the vendor's quote for service the beginning and ending term for each maintenance request. Grant awards will be limited to maintenance contracts beginning prior to or within the maintenance cycle of the grant program. Spring cycle maintenance requests should be submitted for maintenance beginning May through October. Fall cycle maintenance requests should be submitted for maintenance beginning November through April.
- 5.8 Applicants requesting items from different funding priorities should complete a separate application for each priority. See Addendum I - Funding Priorities for the E911 Rural County Grant Program for a listing of funding priorities. Items from the same funding priorities should be combined in the same application and shall comply with General Condition items 5.4 and 5.5.
- 5.9 Should two or more rural counties jointly apply for a grant, each county will be required to complete and submit a grant application detailing the funds requested and the county responsible for the funds, in addition to one combined grant application detailing the entire project and a memorandum of understanding of all counties involved. The combined grant application shall comply with General Condition items 5.4 and 5.5.
- 5.10 Procurement shall be based on the county's purchasing requirements and the applicable State purchasing requirements, including Section 112.061, Florida Statutes. All travel and associated per diem costs proposed shall be in compliance with General Conditions item 6.3.8.
- 5.11 Funding requests must include all necessary costs required for full implementation of the proposed solution including that of any third party. Should the county grant application request or grant award be less than the projected cost of the equipment or service, the county should provide verification of the ability to fund the difference. Pricing submitted cannot be contingent upon "yet to be" determined fees for products and services by the proposer or any other third party required for implementation.

6.0 Limitation on Use of Funds

- 6.1 Only eligible expenses for E911 service listed in Section 365.172(9), Florida Statutes, (Appendix I) that are not specifically excluded in this application will be funded.
- 6.2 Specifically excluded E911 expenses:
 - 6.2.1 Salaries and associated expenses for 911 coordinators and call takers or other 911 personnel will not be funded.
 - 6.2.2 Wireline database costs from the Local Exchange Carrier, vehicle expenses, outside plant fiber or copper cabling systems, consoles, workstation furniture and aerial photography expenses will not be funded.
- 6.3 Funding limitations are specified on the following items:
 - 6.3.1 Equipment maintenance and warranty costs will not be funded on more than an annual basis.
 - 6.3.2 Grant funding shall be limited to eligible equipment maintenance and warranty costs for a primary PSAP and one other PSAP per county; either a primary, a secondary or a backup.
 - 6.3.3 Grant funding shall be limited to eligible mapping maintenance and warranty costs for a primary PSAP and one other PSAP per county; either a primary, a secondary or a backup.
 - 6.3.4 Grant funding for customer premise equipment shall be limited (per grant cycle) to eligible expenditures for a primary PSAP only.
 - 6.3.5 Selective router equipment costs are limited to the primary PSAP system and are limited to one per county.
 - 6.3.6 Training cost funding is limited to new system & equipment training.
 - 6.3.7 Training conference and meeting funding opportunities shall be limited and include meetings and training conference fees, travel, lodging and expenses for either the Florida Spring or Fall Meeting and training conference that is scheduled within one year following the grant award. The funding request is limited to county 911 coordinator attendance only. A quote is not required for this request; however, the estimated costs should be based on actual projected travel costs. All remaining unused travel funds cannot be utilized for other purposes and shall be returned to the E911 Board. Application requests are limited to one per grant cycle; however, funding for attendance to both meetings in one year is allowable, based on separate grant cycle award and availability of grant program funding.

- 6.3.8 The allowable grant funding for travel expenses is limited to the authorized amounts established in Section 112.061, Florida Statutes, and the Department of Financial Services Guidelines for State Expenditures. Allowable costs for daily per diem shall not exceed \$186.00.

7.0 Approval and Award

- 7.1 The E911 Board will review each application for compliance with the requirements of terms and conditions.
- 7.2 Grant awards will be withheld for any county that has a grant with a past-due quarterly report or past-due final documentation and closeout of previous rural county grant awards.
- 7.3 Applications will be awarded based upon the priorities set by the E911 Board as listed in Addendum I - Funding Priorities for the E911 Rural County Grant Program.
- 7.4 The E911 Board will adjust the amount awarded to a county based upon the availability of funds, eligibility of requested items, published quotes, increased effectiveness of grant funds, minimum system requirements for performing the needed E911 function as specified in the State E911 Plan, or documented factors provided in the grant application submission.
- 7.5 Any county that requires Board of County Commissioner approval of the grant program funding, prior to commencement of the project, shall notify the E911 Board in Application Form item #10. Grant funds for approved grant applications will be held until the county provides written notification to the E911 Board of the Board of County Commissioners approval of the project prior to the funds being disbursed from the E911 Trust Fund.
- 7.6 Any conditional hold, for documentation submittal referenced in 7.2 and 7.5, is limited to the last regularly scheduled E911 Board meeting application vote established in the grant program calendar.

8.0 Financial and Administrative Requirements

- 8.1 Grant funds shall be deposited in an interest bearing account maintained by the grantee, and each grant shall be tracked using a unique accounting code designator for deposits, disbursements and expenditures assigned by the county. All grant funds in the account maintained by the grantee shall be accounted for separately from all other funds. Accounting shall be consistent with GASB 31 financial reporting.
- 8.2 Grant funds, including accrued interest, can only be used between the beginning and ending dates of the grant term, unless the E911 Board authorizes an extension.
- 8.3 The right to incur costs under this grant expires two years from receipt of award and funds. The grantee may not incur costs for payment with grant funds past the expiration date.

- 8.4 On grant awards of \$100,000.00 or more, any interest generated must be spent as part of this project or the earned interest shall be returned to the E911 Board. Utilization of the earned interest funds shall be authorized through an approved Request for Change Form and expenditure documentation shall be included in the final report. On grant awards of \$100,000.00 or less, any interest generated can be spent as part of this project or used for other allowable E911 expenditures listed in Section 365.172(9), Florida Statutes.
- 8.5 Responsibility for property and equipment obtained under a grant cannot be transferred under any circumstances. If a sale or transfer of such property or equipment occurs within five years after a grant ends, funds must be returned to the E911 Board on a pro rata basis.
- 8.6 The grantee agrees that any improvement, expansion or other effect brought about in whole or part by grant funds will be maintained for a minimum of five years or thereafter until the effective replacement date of the system.

9.0 Grant Reporting Procedures

- 9.1 Grantees will be required to submit quarterly reports summarizing all expenditures and status of the grant project. Quarterly reports shall include an updated Application Form item #12 Budget/Expenditure Report and a completed Appendix III Quarterly Report Form.
- 9.1.1 Reporting will begin at the conclusion of the first full quarter after the award. The report periods will end on March 31, June 30, September 30, and December 31 of each year. Reports are due within 30 days of the ending report period.
- 9.1.2 Earned interest shall be reported cumulatively and included with each quarterly report.
- 9.1.3 Updated reports and associated information should be e-mailed to E911Board-ElectronicGrantReports@dms.myflorida.com.
- 9.2 At project completion, a final report shall be submitted based on the same reporting requirements described in grant reporting item 9.1. The county shall determine the final completion date based on the final payment date, or the initiation date of the warranty period. Final documentation including copies of all expenditures and corresponding invoices shall be submitted within 90 days of the final report.
- 9.3 No changes or departures from the original request are authorized unless approved in writing by the E911 Board. Such requests shall be submitted using the form attached in Appendix II, Request for Change Form. Any unauthorized change shall require the return of grant funds, plus any interest accrued.
- 9.3.1 Time extension requests will not be granted unless the county has executed a contract for the grant equipment and/or services, or demonstrates good cause for failure to execute a contract within twelve months of award. Good cause documentation shall include a new project timeline schedule.

- 9.3.2 Time extensions shall be limited to a maximum of one additional year when approved by the E911 Board.
- 9.3.3 Request for Change forms and associated information should be e-mailed to E911Board-ElectronicGrantReports@dms.myflorida.com.
- 9.4 The Appendix III Quarterly Report Form shall inform the E911 Board of significant impacts to grant supported activities. Significant impacts include project status developments affecting time schedules and objectives, anticipated lower costs or producing beneficial results in addition to those originally planned. Additionally, problems, delays, or adverse conditions which will materially impair the ability to meet the timely completion of the award must be reported. The disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.
- 9.5 The County's Board of County Commission chairperson shall be notified when overdue quarterly reports, final reports and final documentation is not received before the next E911 Board meeting following the month after the end of the quarter in which they are due.
- 9.6 Funding continuance will be based on timely submission of quarterly reports.
- 9.7 Final document submission and close-out of a grant does not affect the E911 Board's right to disallow costs and recover funds on the basis of an audit or financial review. The county shall remain obligated to return any funds expended that do not comply with the terms and conditions of the grant award.

County Taylor

STATE OF FLORIDA E911 BOARD E911 GRANT PROGRAM APPLICATION FORM

Total Amount Requested: \$16,141.00

Project Title: 2013 Taylor County 911 Spring Maintenance Grant

1. **Board of County Commissioners Chair:** Pam Feagle
Mailing Address: Post Office Box 620
City: Perry
State: Florida Zip: 32348 -
Phone: (850) 838-3500 Fax: 850-838-3501
Email Address: tcbcc@taylorcountygov.com
2. **County 911 Coordinator:** Rena' Courtney
Mailing Address: 589 Hwy 27 East
City: Perry
State: Florida Zip: 32348 -
Phone: (850) 584-2429 Fax: 850-584-2035
Email Address: Taylor911@fairpoint.net
3. **Federal Tax ID Number:** 59-60000879

County Taylor

COUNTY INFORMATION

USE 12 POINT FONT OR LEGIBLE HAND PRINTING

4. County Fact Information

- A. County Taylor
- B. Population 22,691
- C. Total Number of Incoming Nonwireless Trunks 6/4MFN
- D. Total Number of Incoming Wireless Trunks 17
- E. Number of PSAP's 1
- F. Number of Call Taker Positions per PSAP 3
- G. Total Volume of 911 Calls 15,488
- H. What equipment is needed to maintain the Enhanced 911 system?
N/A
- I. What equipment is requested in this grant application?
N/A
- J. Financial Information:
- 1.) What are the current annual costs for your E911 system (circuits, customer records hardware and software, etc.) not including maintenance?
\$39,624.00
- 2.) What are the current annual costs for maintenance of items included in 1.)?
\$41,527.00

5. Describe your county's existing E911 system.

Taylor County currently has a three position PSAP with an ECS 1000 and a Plant CML Sentinel call taking system. Taylor County is Phase 2 compliant, using a map Building and display package for the map data. Taylor County is a Type 5 with an on-site database.

6. Describe the proposed project including any goal(s) and objectives.

Taylor County is requesting funds for 911 equipment maintenance. The goal of this request is to keep the 911 equipment in peak operational status, with qualified technicians overseeing it, and all software updates applied in a timely manner.

7. Justification of the need for the proposed project.

The E911 system is dependent upon the equipment the calls come in on. Call taking, recording, mapping and other critical elements encompass the system that citizens rely upon when dialing 911 in an emergency. Only if all elements of this system are properly maintained will the system operate as citizens deserve, expect, and have paid for. Properly trained technicians that maintain the system, monitor it, respond in case of outage, and apply software upgrades are required to keep the equipment in peak operational status.

8. Describe why your county will not be able to complete this project without this grant funding.

Taylor County is a rural county with a population under 23,000. Due to Taylor County's rural nature and small population base, revenue is not generated that would provided for all cost associated with maintaining a Wireless Phase II system. Taylor County is one of the state REDI counties and also one designated "critical economic concern". Therefore, Taylor County is requesting this grant, as without it, Wireless Phase II operability would be severely curtailed

9. Briefly describe how this grant project would be in concurrence with the State E911 Plan.

Taylor County currently has enhanced 911 with Wireless Phase I and Phase II services as defined by the State 911 Plan. In section 4.4 of the State E911 plan, coordinators are required to develop and maintain a plan to limit the impact of system failures and expedite restoration of E911 service. Our comprehensive equipment maintenance agreement currently in place addresses this requirement. It is our goal to continue reliable, uninterrupted 9-1-1 service to all of the residents, businesses, and visitors or Taylor County.

10. Describe the required steps and an anticipated schedule or time frame with procurement and payment milestones and completion date.

Taylor County currently contracts with AK associates for 911 equipment maintenance. Receipt of these funds will allow continuance of our current maintenance without interruption or lapse, so technicians will continue maintaining, monitoring, responding to and updating our equipment to keep our equipment in peak condition.

11. Sole source justification (if applicable).

Prepare an itemized Grant Budget ("Line Item" breakdown should include separated systems, i.e.; E911 System, logging recorder, centerline mapping, etc. and services items). The completed form shall be used to complete quarterly report requirements, listing expenditures and revisions {if any} in appropriate columns. If there is insufficient space, please include details in an attachment. **Budget costs should match requested vendor quote.**

For Grant Period Ending:	<input type="checkbox"/> March 31	<input type="checkbox"/> June 30	<input type="checkbox"/> September 30	<input type="checkbox"/> December 31	Year:		FINAL	<input type="checkbox"/>
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Proposed Budget				USE FOR QUARTERLY REPORTS		
Line Item	Unit Price	Quantity	Total Cost		Revised Budget	Total Expenditure for Grant Period
A. Systems (Hardware, Software, Equipment & Labor)						
	Total System Items		\$			
B. Services (Training, Maintenance and Warranty Items)						
AK Associates (MapSAG and MapFLEX)	8,103.00		8,103.00			
AK Associates (Exacom)	5,468.00		5,468.00			
AK Associates (ESC 1000)	2,570.00		2,570.00			
	Total Service Items		\$ 16,141.00			
Applied County Carry Forward or other Funding (if applicable)			\$			
Grant Request Total			\$ 16,141.00			

USE FOR ALL REPORTS	
Total Amount of Grant Awarded	\$
Total Interest for Grant Period	\$

Signature, County 911 Coordinator

County Taylor

13. Assurances

ACCEPTANCE OF TERMS AND CONDITIONS: The grantee accepts all grant terms and conditions. Grantee understands that grants are contingent upon the availability of funds.

DISCLAIMER: The grantee certifies that the facts and information contained in this application and any attached documents are true and correct. A violation of this requirement may result in revocation of the grant and return of all grant funds and interest accrued (if any), pursuant to the E911 Board authority and any other remedy provided by law.

NOTIFICATION OF AWARDS: The grantee understands and accepts that the notice of award will be advertised on the Florida E911 website.

MAINTENANCE OF IMPROVEMENT AND EXPANSION: The grantee agrees that any improvement, expansion or other effect brought about in whole or part by grant funds, will be maintained. No substantial changes or departures from the original proposal shall be permitted unless the E911 Board gives prior written authorization. Any unauthorized change will necessitate the return of grant funds, and accrued interest (if any) to the E911 Board.

Failure to utilize grant funds as represented may jeopardize eligibility to be considered for future funding.

14. Authority

I hereby affirm my authority and responsibility for the use of funds requested.

SIGNATURE – CHAIR, BOARD OF COUNTY COMMISSIONERS

DATE

Printed Name

ATTESTED TO

DATE

Appendix I

NO requests for funding will be acknowledged for any items not specified in Section 365.172, Florida Statutes, Emergency communication number "E911"; paragraph (9) (shown below).

Section 365.172(9), Florida Statutes

AUTHORIZED EXPENDITURES OF E911 FEE.—

(a) For purposes of this section, E911 service includes the functions of database management, call taking, dispatching, location verification, and call transfer.

(b) All costs directly attributable to the establishment or provision of E911 service and contracting for E911 services are eligible for expenditure of moneys derived from imposition of the fee authorized by this section. These costs include the acquisition, implementation, and maintenance of Public Safety Answering Point (PSAP) equipment and E911 service features, as defined in the Public Service Commission's lawfully approved 911 and E911 and related tariffs or the acquisition, installation, and maintenance of other E911 equipment, including call answering equipment, call transfer equipment, ANI controllers, ALI controllers, ANI displays, ALI displays, station instruments, E911 telecommunications systems, visual call information and storage devices, recording equipment, telephone devices and other equipment for the hearing impaired used in the E911 system, PSAP backup power systems, consoles, automatic call distributors, and interfaces, including hardware and software, for computer-aided dispatch (CAD) systems, integrated CAD systems for that portion of the systems used for E911 call taking, network clocks, salary and associated expenses for E911 call takers for that portion of their time spent taking and transferring E911 calls, salary and associated expenses for a county to employ a full-time equivalent E911 coordinator position and a full-time equivalent mapping or geographical data position and a staff assistant position per county for the portion of their time spent administrating the E911 system, training costs for PSAP call takers, supervisors, and managers in the proper methods and techniques used in taking and transferring E911 calls, costs to train and educate PSAP employees regarding E911 service or E911 equipment, including fees collected by the Department of Health for the certification and recertification of 911 public safety telecommunicators as required under s. 401.465, and expenses required to develop and maintain all information, including ALI and ANI databases and other information source repositories, necessary to properly inform call takers as to location address, type of emergency, and other information directly relevant to the E911 call taking and transferring function. Moneys derived from the fee may also be used for next-generation E911 network services, next-generation E911 database services, next generation E911 equipment, and wireless E911 routing systems.

(c) The moneys may not be used to pay for any item not listed in this subsection, including, but not limited to, any capital or operational costs for emergency responses which occur after the call transfer to the responding public safety entity and the costs for constructing, leasing, maintaining, or renovating buildings, except for those building modifications necessary to maintain the security and environmental integrity of the PSAP and E911 equipment rooms.

Appendix III

Quarterly Report

County:

Grant Number:

Report Date:

Project Status Update:

Problems/Delays:

Signature of Authorized Official

Date

Addendum I

Funding Priorities for the E911 Rural County Grant Program

The criteria for determining acceptability for disbursement of funds from the State of Florida E911 Rural County Grant Program will be made on a PRIORITY basis. There will be seven (7) priorities as identified below:

PRIORITY 1: Rural counties with E911 Phase II Primary PSAP systems that require immediate system replacement to maintain enhanced 911 status or when the expected remaining life of the system is less than 1 year.

PRIORITY 2: Rural counties with E911 Phase II systems that require maintenance or warranty agreements for maintaining enhanced 911 status. This may include the following, listed in order of funding priority a through b:

- a: E911 System Maintenance (pertaining exclusively to items listed in Priorities 4a-h only)
- b: E911 Map Maintenance (pertaining exclusively to items listed in Priority 6a only)

PRIORITY 3: Rural counties requesting Florida Coordinator's meeting and training conference funding, limited to the county 911 coordinator, for either a spring or fall cycle.

PRIORITY 4: Rural counties with E911 Phase II Primary PSAP systems that require new or replacement of critical or necessary hardware or software for maintaining E911 Phase II status. This may include the following, listed in order of funding priority a through h:

- a: Hardware and software for Customer Premise Equipment
- b: Lightning Protection Equipment
- c: Uninterruptible Power Supply Equipment
- d: E911 Voice Recording Equipment
- e: County E911 Standalone ALI Database Equipment
- f: E911 Map Display Equipment
- g: New additional 911 Call Taker Position Equipment
- h: Net clock

PRIORITY 5: Rural counties with E911 Phase II Systems requesting consolidation of E911 PSAPs, which decreases the number of Primary or Secondary PSAPs in the county by a minimum of one.

PRIORITY 6: Rural counties with E911 Phase II Systems that require mapping services necessary for maintaining E911 Phase II Geographic Information Systems (GIS). This may include the following, listed in order of funding priority a through b:

- a: E911 Map System Equipment - E911 map generation hardware and software licensing is limited to components for two stations
- b: GIS Centerline, point generation and map accuracy services

PRIORITY 7: Rural counties with E911 Phase II systems that require allowable E911 expense items that are not defined in Priorities 1, 2, 3, 4, 5 & 6 to maintain a complete E911 system.

Regional E911 system project requests related to systems, equipment and maintenance will be considered the highest priority within each priority category.

Grants awards will be funded in order of priority assigned. Total funding for any priority may be adjusted based on the remaining funds available, the number of applications and the anticipated requests in the next funding cycle. The acceptability for disbursement of funds from the State of Florida E911 Rural County Grant Program for any E911 expense items not expressly provided for in Priorities above shall be determined at the discretion of the E911 Board pursuant to its authority under Sections 365.172 and 365.173, Florida Statutes.



Quote Number: AK011413-300a

Site (name/#): Taylor County, FL

Contact: Rene Courtney

Email: taylor911@gtcom.net

Reference:

Date Issued: February 4, 2013

Scope of Work: Intrado Mapping Second Tier Support (Dates Below)

Qty.	Part No.	Description	Unit Price	U/M	Total
		MapSAG Support Dates (6/1/13-5/31/14)			
		MapSAG Support			\$1,961.00
		Updates, Support, Documentation and Maintenance			
		MapSAG LT Support			\$1,198.00
		Updates, Support, Documentation and Maintenance			
		MapFlex Support Dates (4/1/13-3/31/14)			
		MapFlex Support			\$4,352.00
		Updates, Support, Documentation and Maintenance			
		MapFlex Listener			\$592.00
		Updates, Support, Documentation and Maintenance			
		<i>AK Associates provides the first line of 24/7 support to the customer through the established call out procedure. Should technical support be needed from the equipment vendor, the AK technician will act as the point of contact and agent of the customer, and will establish vendor contact and work with the vendor's representative to resolution.</i>			
		Total			\$8,103.00

Disclaimers: This quote is provided for the contact listed above and is not to be shared or disseminated without written consent by AK Associates. This quote null and voids any previous version. Quote is valid for 120 days.



Quote Number: AK011413-311

Site (name/#): Taylor County, FL

Contact: Rene Courtney

Email: taylor911@qcom.net

Reference:

Date Issued: January 26, 2012

Scope of Work: Exacom Second Tier Support (7/15/13-7/14/14)

Qty.	Part No.	Description	Unit Price	U/M	Total
		Exacom Second Tier Support			\$5,468.00
		• Comprehensive 24/ 7 technical maintenance support program			
		• Includes support, patches and upgrades to all software components.			
		• Hardware Repairs			
		<i>AK Associates provides the first line of 24/7 support to the customer through the established call out procedure. Should technical support be needed from the equipment vendor, the AK technician will act as the point of contact and agent of the customer, and will establish vendor contact and work with the vendor 's representative to resolution.</i>			
		Total			\$5,468.00

Disclaimers: This quote is provided for the contact listed above and is not to be shared or disseminated without written consent by AK Associates. This quote null and voids any previous version. Quote is valid for 120 days.



Quote Number: AK020713-300b

Site (name/#): Taylor County, FL

Contact: Rena Courtney

Email: taylor911@gtcom.net

Reference: AK48840

Date Issued: February 19, 2013

Scope of Work: Cassidian Support (11/1/12-6/30/13)

Qty.	Part No.	Description			
		ECS-1000 Firmware Support			
	80-FIRMECS2M-AA	SPT ECS FIRMWARE			
		Hardware Support			
	HWSPMD2MTH	HARDWARE SUP MED			
		Sentinel Software & Support			
	71-SSPT2MOS-AA	SPT SENT/ECS/RS SW			
		Sentinel IRR			
	80-SIRR2M-AA	SPT IRR SW			
		ECS-1000 Sentinel STATS			
	80-SSSPT2M-AA	SPT SENTINEL STAT SW			
Total					\$2,570.00

Disclaimers: This quote is provided for the listed contact and is not to be shared or disseminated without written consent by AK Associates. This quote null and voids any previous version. Quote is valid for 120 days.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Board to receive bids for the removal of trees penetrating the runway glide slopes at Perry Foley Airport at 6:10pm.



MEETING DATE REQUESTED:

March 19, 2013

Statement of Issue: Board to receive bids for the removal of trees penetrating the runway glide slopes at Perry Foley Airport.

Recommended Action: Board to receive bids at 6:10pm

Budgeted Expense: See Below

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Per FAA and FDOT inspections there are numerous trees which will need to be removed which are penetrating runway glide slopes at Perry Foley Airport. The County also had an independent survey completed to mark trees and confirm the trees which were penetrating glide slopes as so indicated by FAA and FDOT. The County has received a grant from FDOT Aviation Division for the tree removal project.

Attachments: Not Applicable

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

THE BOARD TO REVIEW AND CONSIDER APPOINTMENT OF APPLICANTS TO THE TAYLOR COUNTY RESTORE ACT ADVISORY COMMITTEE, AS AGENDAED BY JACK BROWN, COUNTY ADMINISTRATOR

MEETING DATE REQUESTED:

MARCH 19, 2013

Statement of Issue:

THE BOARD HAS CREATED A RESTORE ACT ADVISORY COMMITTEE

Recommended Action:

DISCUSSION/APPOINTMENT

Fiscal Impact:

N/A

Budgeted Expense:

N/A

Submitted By:

JACK BROWN, COUNTY ADMINISTRATOR

Contact:

838-3500x7

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: THE RESTORE ACT COMMITTEE WILL ASSIST THE BOARD IN ISSUES RELATED TO THE OUTCOME OF THE RESTORE ACT.

Options:**Attachments:**

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Funding to retire the Buckeye Energy Independence Matching Grant that was procured in 2009.

Meeting Date:

03-19-2013

Statement of Issue:

The TCDA requests the release of funds from the economic development reserve account (#59916) in the amount of \$51,750. Currently this account contains \$285,000 appropriated for economic development.

Recommendation:

The TCDA requests that this item be listed as a **consent item** on the agenda.

Fiscal Impact:

\$ \$51,750

Budgeted Expense:

Yes ☒

No ☐

N/A ☐

Submitted By:

Taylor County Development Authority

Contact:

Scott Frederick

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Currently account #59916 contains \$285,000.00 appropriated for economic development. The amount of \$51,750 is requested to offset the final payment to Buckeye for the Buckeye Energy Independence Matching Grant. This expense represents the final installment of four. These funds were initially procured to obtain \$7.2 million from the State of Florida to assist Buckeye in job retention and to increase Buckeye's investment in Taylor County.

Options:

1. _____
2. _____

Attachments:

1. Board budget meeting minutes dated Thursday, July 19, 2012

BOARD OF COUNTY COMMISSIONERS

TAYLOR COUNTY, FLORIDA

COURTHOUSE ANNEX

M I N U T E S

THURSDAY, JULY 19, 2012

9:00 A.M.

MR. BROWN RECOMMENDED CUTTING THE TAYLOR COUNTY DEVELOPMENT AUTHORITY (TCDA) BUDGET BACK TO LAST YEAR'S BUDGET AMOUNT. COMMISSIONER FEAGLE STATED THAT THE TCDA IS NOT DOING MUCH AND HAS SUBMITTED NO QUARTERLY REPORTS TO THE BOARD. COMMISSIONER HOUCK RECOMMENDED GIVING THE NEW DIRECTOR (HIRED IN JANUARY) AT LEAST A YEAR TO GET INVOLVED AND WORKING ON ECONOMIC DEVELOPMENT. IT WAS A CONSENSUS OF THE BOARD TO GIVE THE TCDA ONE YEAR, BUDGET \$140,000, REMOVE THE \$75,000 INCENTIVE AND REVISIT LATER IF NECESSARY.

12

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

THE BOARD TO REVIEW AND CONSIDER APPROVAL THE APPOINTMENT OF TWO INDIVIDUALS TO FILL TWO VACANT POSITIONS ON THE TOURISM DEVELOPMENT COUNCIL.

MEETING DATE REQUESTED:

MARCH 19, 2013

Statement of Issue: Tourism Development Council Appointees

Recommended Action: APPROVE

Fiscal Impact: \$0

Budgeted Expense: NO

Submitted By: DAWN TAYLOR

Contact: 850-584-5366

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: SEE ATTACHED LETTER

Options:

Attachments: REQUEST INDIVIDUALS TO BE APPOINTED TO THE TOURISM DEVELOPMENT COUNCIL COMMITTEE.

February 15, 2013

Taylor County Board of County Commission
Attention: Chairperson Pam Feagle
PO Box 620
Perry, FL 32348

Chairperson Feagle:

On behalf of the Tourism Development Council Board of Directors, I would like to submit the following names for consideration by the board to fill two Tourism Development Council positions.

- Mr. Jim Hunt – Pelican Point Inn - Steinhatchee
- Mr. Bob Erdman – Something's Fishy Charters – Steinhatchee

Only one name was submitted to fill the motel position (Mr. Jim Hunt – owner of Pelican Point Inn). Two names were submitted to fill the Tourism Related At Large Position (Mr. Bob Erdman with Something's Fishy Charters and Mr. Andy Jackson with Perry Connections). The TDC voted that Mr. Bob Erdman be appointed since he was more suited for the position. The statutes state that the position is to be filled by a person with a tourism related type business or organization.

If you have any questions in regards to these individuals, please contact the Tourism Development Office at 584-5366. Thank you for your time and consideration.

Sincerely,

Dawn V. Taylor
Tourism Development Director



February 15, 2013

Taylor County Board of County Commission
Attention: Chairperson Pam Feagle
PO Box 620
Perry, FL 32348

Chairperson Feagle:

On behalf of the Tourism Development Council Board of Directors, I would like to submit the following names for consideration by the board to fill two Tourism Development Council positions.

- Mr. Jim Hunt – Pelican Point Inn - Steinhatchee
- Mr. Bob Erdman – Something's Fishy Charters – Steinhatchee

Only one name was submitted to fill the motel position (Mr. Jim Hunt – owner of Pelican Point Inn). Two names were submitted to fill the Tourism Related At Large Position (Mr. Bob Erdman with Something's Fishy Charters and Mr. Andy Jackson with Perry Connections). To keep in compliance with the Florida Statutes, Mr. Andy Jackson does not qualify to fill the vacant Tourism At Large Position.

If you have any questions in regards to these individuals, please contact the Tourism Development Office at 584-5366. Thank you for your time and consideration.

Sincerely,

Dawn V. Taylor
Tourism Development Director

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Proclamation recognizing April as Water Conservation Month

Meeting Date:

March 19, 2013

Statement of Issue:

Recommendation:

Declare April as Water Conservation Month

Fiscal Impact:

\$ none

Budgeted Expense:

Yes ☐

No ☒

N/A ☐

Submitted By:

SRWMD

Contact:

Vanessa Fultz, 386-362-1001

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

1. _____

2. _____

See proclamation attached.

Attachments:

1. _____

2. _____

Official Proclamation

Taylor County Board of Commissioners
Perry, Florida

WHEREAS, clean, safe and sustainable water resources are vital to Taylor County's residents, visitors, economy, and environment; and

WHEREAS, droughts, development, and population growth serve as reminders that Florida's ground and surface water resources such as rivers, lakes and springs are finite and fragile; and

WHEREAS, permanent, year-round water conservation measures are in effect throughout the Suwannee River Water Management District; and

WHEREAS, Taylor County supports and promotes the efficient use of Florida's water resources; and

WHEREAS, local governments are essential in assisting in promoting water conservation awareness and implementing water conservation measures; and

WHEREAS, every agricultural operation, business, industry, school, resident and visitor can help by conserving water and thus promote a healthy economy and community; and

WHEREAS, every citizen can help save water by following the District's year-round water conservation measures and by conserving water both indoors and outdoors; and

WHEREAS, water conservation will continue to play an important role in the future protection and preservation of ground and surface water resources; and

WHEREAS, the State of Florida traditionally designates April as Water Conservation Month,

NOW THEREFORE, the Taylor County Board of Commissioners hereby proclaims April 2013 as Water Conservation Month.

ATTEST:

Taylor County Board of County Commissioners

Annie Mae Murphy, Clerk

By: _____

(Printed) Pam Feagle

Title: Chair

Date: March 19, 2013

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Board to review and approve Office Lease Agreement with Med-Trans Corporation at Perry Foley Airport for one (1) year.



MEETING DATE REQUESTED:

March 19, 2013

Statement of Issue: Board to review and approve the Office Lease Agreement with Med-Trans Corporation at Perry Foley Airport.

Recommended Action: Board to approve Lease Agreement with Med-Trans Corporation.

Budgeted Expense: The County will be leasing the facility to Med-Trans Corp. for \$970.00 per month plus tax. This is an annual income of \$11,640.00 to the Airport. This has been budgeted as revenue for FY 2012-2013.

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: This facility was previously leased by AirMethods Corporation. The lease with Med-Trans Corporation will not only provide income to the Airport through monthly lease payments but also with the purchase of Jet "A" fuel. As with AirMethods, having Med-Trans located at the Airport provides increased security measures as the facility is manned 24 hours a day.

Attachments: Lease Agreement for Med-Trans Corporation



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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

JACK R. BROWN, County Administrator
201 East Green Street
Perry, Florida 32347
(850) 838-3500, extension 7 Phone
(850) 838-3501 Fax

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

Perry-Foley Airport Office Lease Agreement

This **OFFICE LEASE AGREEMENT** (the "Agreement") entered into as of this ____ day of ____, 2013 by and between **Board of County Commissioners of Taylor County, Florida** ("Lessor") and **Med-Trans Corporation** (Lessee) in consideration of the mutual covenants and agreements herein mentioned to be performed by the respective parties, and in consideration of the rental herein after designated to be paid, Lessor hereby leases, rents, lets and demises unto Lessee, its successors, grantees and assigns, and Lessee does hereby hire and rent the below described property:

1. **Lease of the Office:**

- a. Lessor hereby leases to Lessee an office building located at 301 Industrial Park Drive located at Perry-Foley Airport. Lessee shall use and occupy the premises for office space and housing of emergency medical personnel, pilots and mechanics. The premises shall be used for no other purpose. Lessor represents that the premises may lawfully be used for such purpose. Lessee shall not use the premises for the purposes of storing, manufacturing or selling any explosive, or flammable material with the exception of oxygen cylinders or other materials necessary in the normal conduct of Lessee's business. The ramp south of the office building and adjacent to the large hanger may be utilized for helicopter operations.

Term:

The term of this agreement shall commence on the ____ day of _____ 2013, and shall continue in effect from year to year, being automatically renewed each year, unless terminated under the terms of this Agreement. However, the Lessor shall have the unilateral right to reevaluate the lease agreement every ninety days (90) to assess the Lessee's compliance with the lease.

2. Rent:

For the use of the office building, Lessee shall pay the Lessor the amount of \$970.00 (plus 7% sales tax) per month, payable in advance before the first day of each month. This rate shall be reviewed annually by the Airport Manager, and the Airport Advisory Committee and the rental rates shall be re-determined based on the change in the Consumer Price Index, as published by the United States Department of Commerce. Subsequent to such review, the monthly rental rate may be changed upon thirty days (30) notice to the Lessee. If the Lessee makes any monthly payments more than ten days (10) after the payment is due and owing, the Airport Manager reserves the right to assess one and one-half percent (1 ½%) charge per month (annualized rate of 18%) beginning with the eleventh (11th) day after payment is due. All rate changes will be approved by the Taylor County Board of Commissioners. In the event that the termination of the term with respect to any of the particular premises, facilities, rights, licenses, services or privileges as herein provided falls on any date other than the first day or last day of a calendar month, the applicable rentals, fees and charges for that month shall be paid for said month on a pro rata basis according to the number of days in that month during which the particular premises, facilities, rights, licenses, services or privileges were enjoyed. Checks shall be made payable to the Taylor County Board of Commissioners and mailed or delivered to the Airport Manager at 511 Industrial Park Drive, Perry, Florida 32348.

3. Service Provided:

Office Building and Adjacent Property.

- a. Building
- b. Adjacent property

The property grounds associated with the Office Building extend from the building north to the right of way for Industrial Park Drive, east from the building 40 feet, south from the building to the airport security fence, and west/southwest to/and encompassing the concrete pad located 75 feet southwest of the southwest corner of the office building.

4. **Lessor Requirements.** Lessor will maintain and repair the structural components of the office building, the roof and related roofing systems, the building foundation, and all building systems (including without limitation HVAC, plumbing, utilities, etc.), and the exterior of the office building including exterior doors and door mechanisms, in good working order.

5. **Obligations of the Lessee:**

- a. **Building Maintenance and Repair:** Except as set forth in Section 4, above, the Lessee shall maintain the office building in a neat and orderly condition. No corrosive, explosive, or flammable materials will be stored within or about the building. No boxes, crates, rubbish, paper or other litter that could cause or support combustion shall be permitted within or about the building. No installation of equipment or alterations of structure except as authorized by the Airport Manager. The Lessee shall be responsible for all damage to the leased premises caused by the Lessee's negligence or abuse. The Lessee shall also be responsible for all damage to property, real or personal, located on or about the leased premises damaged as a result of the Lessee's negligence or abuse. In the event the Lessee does not promptly repair any damaged premises, or property, for which the Lessee is responsible, the Lessor reserves the right to make such repairs, at the Lessee's expense, which shall become due and payable as part of the Lessee's rent on the next monthly billing cycle. All repairs, maintenance, or improvements shall be accomplished in accordance with Building/Fire Codes. Lessee shall make no structural, electrical, or other modifications to the premises without first obtaining Lessor's written permission and obtaining a permit, if required.
- b. Lessee shall control the conduct and demeanor of its employees and invitees, and of those doing business with the lessee, in and around the Office building, and shall take all steps necessary to remove persons whom Lessor may, for good and sufficient cause, deem

objectionable. In utilizing the Office building during the term of this Agreement, Lessee agrees to and shall comply with all applicable ordinances, rules and regulations established by Federal, State or Local government agency or by the Lessor. Perry-Foley Airport Security Plan, dated March 1, 2012 and Transportation Security Administration Guidelines for Airports are provided to the Lessee separately and are made part of this lease agreement. The Lessee shall maintain and provide to the Perry-Foley Airport Manager a listing of all personnel that require "through the fence" access to the airport.

c. Environmental Laws:

1. Notwithstanding any other provision of this Agreement, and in addition to any and all other Agreement requirements, and any other covenants and warranties of Lessee, Lessee hereby expressly warrants, guarantees, and represents to Lessor, upon which Lessor expressly relies, that Lessee is aware of Federal, State, regional, and local governmental laws, ordinances, regulations, orders and rules, without limitation, which govern or which apply to the direct or indirect results and impacts to the environment and natural resources due to, or in any way resulting from, the conduct by Lessee of its operations pursuant to or upon the Premises. Lessee expressly represents, covenants, warrants, guarantees, and agrees that they shall comply with all applicable Federal, State, regional and local laws, regulations, and ordinances protecting the environment and natural resources including, but not limited to the Federal Clean Water Act, Safe Drinking Water Act, Clean Air Act, Resource Conservation Recovery Act, Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("Superfund"), and all rules and regulations promulgated or adopted there under as same may from time to time be amended. Lessees agree to keep themselves informed of future changes in the existing environmental laws.
2. Lessee hereby expressly agrees to indemnify and hold Lessor harmless from and against any and all liability for fines and physical damage to property or injury or deaths to persons, including reasonable expense and attorney's fees, arising from or resulting out of, or in anyway caused by, Lessee's failure to comply with any and all applicable Federal, State, and local laws, ordinances, regulations, rulings, orders and standards,

now or hereafter, promulgated for the purpose of protecting the environment. Lessee agrees to cooperate with any investigation or inquiry by any governmental agency regarding possible violation of any environmental law or regulation.

d. Fire and Building Codes/Extinguisher:

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

e. Access:

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

f. Termination:

On the termination of this Agreement, by expiration or otherwise, Lessee shall immediately surrender possession of the office building and shall remove the Aircraft and all other property there from, leaving the office building in the same condition as when received, ordinary wear and tear excepted. Lessee shall be liable for any and all damage to the Office Building caused by Lessee's use., including but not limited to doors damaged due to Lessee's improper or negligent operation.

g. Regulatory Review:

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

6. Sublease/Assignments:

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

7. Condition of Premises:

Subject to Lessor's maintenance and repair obligations under Section 4, Lessee shall accept the office building in its present condition without any liability or obligation on the part of Lessor to make any alterations, improvements or repairs of any kind on or about said office building.

8. Alterations:

Lessee covenants and agrees to not install any fixtures or make any alterations, additions, or improvements to the office building without the prior written approval of Lessor. All fixtures installed or structural changes made in the office building shall at the Lessor's discretion either remain or be removed from the property at the termination of this Agreement, however terminated, without compensation or payment to Lessee.

9. Insurance:

Lessee agrees to maintain, at its own expense, for the benefit of itself, with Lessor named as an additional insured, as its interest may appear, with respect to Lessee's operations, insurance of such types and in such amounts as may be reasonably approved by Lessor, insuring against liability for damage or loss to the aircraft or other property, and against liability for personal injury or death, arising from acts or omissions of Lessee, its agents and employees. Such policy or policies shall contain a provision whereby Lessee's insurer waives any rights of subrogation against Lessor, its agents and employees and providing that Lessor, its agents and employees must receive at least thirty (30) days (ten (10) days in case of non-payment) prior written notice of any cancellation of Lessee's insurance coverage. Lessor shall obtain a like waiver with respect to any insurance it carries upon the building. Prior to the commencement of the Agreement, Lessee shall deliver to Lessor certificates evidencing the existence of the insurance showing Taylor County Board of County Commissioners as an additional insured as described above on the liability policy. The Lessee shall also be responsible for providing proof of insurance at the beginning of the renewal period of its insurance policy and the insurance policy has remained in force. If the Lessee fails to provide or is unable to provide proof of the insurance at any time, the Lessor shall have the authority to terminate

the Lease Agreement. Every aircraft owned or operated by the Lessee shall have insurance coverage in amounts not less than the following:

- a. Bodily Injury - \$50,000 and
- b. Property Damage - \$500,000 per accident.
- c. Claims payable by occurrence.

10. **Casualty:**

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

11. **Indemnity-Force Majeure:**

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

12. **Disclaimer of Liability:**

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

13. Default:

This Agreement shall be breached if:

1. Lessee shall default in the payment of any rental payment hereunder and such failure continues for ten (10) days after receipt of notice thereof from Lessor.
2. Lessee shall default in the performance of any other covenant herein and such default shall continue for thirty (30) days after receipt of notice thereof from Lessor.
3. A petition is filed by or against Lessee under the Bankruptcy Act or any amendment thereto (including a petition for reorganization or any agreement) and not dismissed within ninety (90) days of filing;
4. Lessee assigns his/her property for the benefit of their creditors; or
5. Lessor determines after a reevaluation the Lessee is not compliance with the terms of the Lease on a routine/consistent basis.

In the event of any breach of this Agreement of Lessee, Lessor shall, at its option, and without further notice, have the right to terminate this Agreement and to remove the aircraft and any other property of Lessee from the Office building using such force as may be necessary, without being deemed guilty

of trespass, breach of peace or forcible entry and detainer, and Lessee expressly waives the service of any notice. Exercise by Lessor of either or both of the rights specified above shall not prejudice Lessor's right to pursue any other legal remedy available to Lessor in law or equity including, but not limited to, court costs and attorneys' fees for bringing legal action against the Lessee.

14. Thirty (30) Day Termination:

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

Governing Law:

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

15. Relationship of Parties:

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

16. Appurtenant Privileges:

a. Use of Airport Facilities:

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

b. Maintenance of Airport Facilities:

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

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

opinion of the Lessor, would limit the usefulness of the Airport or constitute a hazard to aircraft.

17. **Nonexclusive Rights:**

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

18. **Remedies Cumulative:**

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

19. **Notice:**

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

1. If to Lessor Representative, address to:

AIRPORT MANAGER

BILL ROBERTS

511 INDUSTRIAL PARK DR.

PERRY, FL. 32348

2. If to Lessee, address to:

Med-Trans Corporation

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

20. **Integration:**

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

21. **Waiver:**

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

22. **Entire Agreement:**

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

23. **Severability:**

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

24. **Successors Bound:**

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

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

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

Lessor: Taylor County Board of County Commissioners, Florida

By: William (Bill) Roberts

Title: Airport Manager

Lessee: _____

By: _____

Title: _____

By: _____
Attested by Annie Mae Murphy Clerk of Court

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

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to review and approve the 2019 Florida Department of Transportation (FDOT) Transportation Alternatives Program Grant Application and Resolution for the Green Street Sidewalk Project.

MEETING DATE REQUESTED:

March 19, 2013

Statement of Issue: The Board to review and approve the 2019 FDOT Transportation Alternatives Program Grant Application and Resolution requesting funding assistance for the construction of a sidewalk on Green Street.

Recommended Action: Approve Grant Application and Resolution.

Fiscal Impact: The County is requesting funding assistance in the amount of \$265,000. The County will NOT be providing a cash match. The County will be providing a "In kind" match only for project /grant administration services.

Budgeted Expense: Y/N

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Taylor County held two public hearings (February 19 and March 4, 2013) to discuss and receive public input in reference to the 2019 FDOT Transportation Alternatives Program. At the March 4 meeting, the Board voted to move forward with submitting grant application requesting funding assistance for the construction of a sidewalk from the corner of Green Street and Arena Street to the corner of Green Street and Howard Street. If funded, this project will provide connection to two existing sidewalks. The FDOT Transportation Alternatives application is submitted five years in advance of funding being available for the proposed project.

The County was awarded \$600,000 for FY 2017 for the construction of a bike lane/sidewalk from Keaton Beach Coastal Park to Dark Island Road along CR 361 and \$275,000 for FY 2018 for the construction of restrooms and trailhead amenities at Keaton Beach Coastal Park.

The sidewalk along U.S. 19 N. to the Sports Complex was funded with FDOT Transportation Enhancement funds. The Hampton Springs park project was constructed with FDOT Transportation Enhancement grants in three phases.

Attachments: Grant Application, Resolution, and support documents

Florida Department of Transportation

Transportation Alternatives Program

2019



Taylor County Board of Commissioners

INDEX

APPLICATION:

- ATTACHMENT A – RESOLUTION
- ATTACHMENT B – MAP
- ATTACHMENT C – DOCUMENTATION OF OWNERSHIP
- ATTACHMENT D – PICTURES OF SITE
- ATTACHMENT E – LETTERS OF SUPPORT
- ATTCHAMENT F - MISCELLANEOUS

FLORIDA DEPARTMENT OF TRANSPORTATION
**APPLICATION FOR TRANSPORTATION
ALTERNATIVES PROJECTS**

District 2
November 2012
Page 1 of 4

Date: March 19, 2013

Project Title: Green Street Sidewalk Project

Project Sponsor (name of city, county, state, federal agency, or MPO):

Taylor County, Florida

Contact Melody Cox Title Grants Director Agency Taylor County BOCC

Address 201 E. Green Street, Perry, FL 32347

Phone 850-838-3553 Email melody.cox@taylorcountygov.com

Priority (relative to other applications submitted by the Project Sponsor) 1

Name of Applicant (If other than contact person) Taylor County Board of Commissioners

1. Qualifying Transportation Alternatives Activities:

Check the Transportation Alternatives activity that the proposed project will address. (Check all that apply).

- ☒ Provision of on-road and off-road trail facilities for pedestrians, bicyclists, and other nonmotorized forms of transportation, including sidewalks, bicycle infrastructure, pedestrian and bicycle signals, traffic calming techniques, lighting and other safety-related infrastructure, or transportation projects to achieve compliance with the Americans with Disabilities Act.
- ☒ The provision of safe routes for non-drivers, including children, older adults, and individuals with disabilities to access daily needs.
- ☐ Conversion and use of abandoned railroad corridors for trails for pedestrians, bicyclists, or other non-motorized transportation users.
- ☐ Construction of turnouts, overlooks, and viewing areas.
- ☐ Inventory, control, or removal of outdoor advertising.
- ☐ Historic preservation and rehabilitation of historic transportation structures.
- ☐ Vegetation management in transportation rights-of-way to improve roadway safety, prevent against invasive species, and provide erosion control.
- ☐ Environmental mitigation activity to address stormwater management, control, and water pollution prevention or abatement related to highway construction or due to highway runoff.
- ☐ Reduce vehicle-caused wildlife mortality or to restore and maintain connectivity among terrestrial or aquatic habitats.
- ☐ Safe Routes to School Project - A separate SRTS application must be filled out and submitted with this application. Because of the extensive nature of the SRTS application, an additional year may be needed before an SRTS project can be programmed.

2. Project Description:

Use additional sheets as necessary to respond to the following:

- (a) Provide a clear and concise detailed description of the Transportation Alternatives project. For sidewalks and multiuse paths, include the preferred construction material, (ie. concrete or asphalt surface). Describe where the project is located, the beginning and ending termini and approximate length. For sidewalks and bike paths that parallel roads, include which side of the road it is proposed and any unique or special features such as boardwalks or bridges. Include a location map if possible.

The proposed Green Street sidewalk will be .79 miles (4,200 LF) from the corner of Green Street and Arena Street to the corner of Green Street and Howard Street. The proposed sidewalk will connect two sidewalks, providing a safe route of transportation for the many pedestrians in the surrounding residential areas and the children who walk to the school located on Howard Street. There is sufficient right of way for the sidewalk to be located approximately ten (10) feet from the travel lane and there are no ditches, encroachments, or other issues which would interfere with the sidewalk construction. The preferred method of construction is concrete as are the two sidewalks the proposed sidewalk would connect to. The sidewalk is to be constructed on the north side of Green Street. The County is proposing the sidewalk be a minimum of five feet wide.

Green Street is a busy road and is one of the main thoroughfares to downtown Perry. There are several churches and businesses on Green Street in addition to being a residential area. Green Street is also a key route to the Taylor County Schools with both bus and private vehicle traffic taking children to school. There has been a great deal of need for this sidewalk due to the high volume of traffic in this predominately residential area. Once past Howard Street, Green Street becomes San Pedro Road and the area becomes rural. With that, westbound traffic coming into the City of Perry is frequently travelling at a higher rate of speed than desired and the proposed sidewalk will provide much needed safety measures for the many pedestrians, particularly children who access Green Street and the connector streets.

A location map, survey, and aerial maps are included in the application attachments. Pictures of the two existing sidewalks the proposed sidewalk will connect to are included in the attachments. Letters of support, as well as a Resolution from the Taylor County Board of Commissioners are also included.

- (b) What project phases are proposed to be funded with Transportation Alternatives funds? (Do not include work that is already complete or will be funded by other means. Check all that apply)

- ☐ Planning Studies and Activities
- ☐ Project Development and Environmental Studies
- ☒ Engineering and Final Plans Preparation Work
- ☐ Right of Way Acquisition
- ☒ Construction
- ☒ Construction Engineering and Inspection Activities

- (c) Describe any related project work phases that are already complete or currently underway, such as planning studies, master plans, PD&E studies, engineering, surveying or plans preparation. Provide copies of this information if available

A signed and sealed copy of a survey completed for a road paving project (Green Street/San Pedro Road) completed in 2006 is included in the application attachment. There have been no changes to the right of way in the proposed project area since that time.

- (d) Describe the project's existing right of way ownerships. This description shall identify who owns the right of way, when the right of way was acquired (if known) and how ownership is documented (i.e. plats, deeds, prescriptions, certified surveys). Also describe if any additional right of way is required, and who will acquire and retain ownership of proposed right of way.

Taylor County and/or the City of Perry own all right of way for the proposed project. A certified survey, and other ownership documentation from the County Property Appraisers office is included in the application attachments.

- (e) Summarize any special characteristics of the project and provide any other specific project information that should be considered.

See Attached Document.

3. Project Implementation Information (attach extra sheets if needed):

- (a) Describe the proposed method of performing (i.e. contract or in-house) and administering (i.e. Local Agency or FDOT) each work phase of the project. If it is proposed that the project be administered by a governmental entity other than the Department of Transportation, the agency must be certified to administer Federal Aid projects in accordance with the department's **Local Agency Program Manual** (topic no. 525-010-300).

See Attached Document.

- (b) Describe any public support of the proposed project. (Examples include: written endorsement, formal declaration, resolution, financial donations or other appropriate means).

A resolution and letters of support are included in the application attachments. Two public hearings were held for the project Feb. 19th and March 4th, 2013 and no negative input was received.

- (c) Describe the proposed ownership and maintenance for the project when it is completed.

See Attached Document

- (d) Matching local funds are not required, but if matching local funds are to be used, describe source of matching funds and any restrictions on availability.

See Attached Document.

- (e) Other specific implementation information that should be considered.

See Attached Document.

Attachment

2 (e). Summarize any special characteristics of the project and provide any other specific project information that should be considered.

The Green Street Sidewalk will provide a connection to two existing sidewalks. Green Street has an existing sidewalk which currently ends at Arena Avenue. The proposed sidewalk will begin at Arena and will connect to the sidewalk at Howard Street. The Project will provide a safe means of travel to the residential areas located at or near the immediate area of the proposed sidewalk as well as the many children who walk to school which is located on Howard Street. It is important to note Green Street is a very busy street and is one of the main thoroughfares to down town Perry.

3 (a). Describe the proposed method of performing (i.e. contract or in-house) and administering (i.e. Local Agency or FDOT) each work phase of the project. If it is proposed that the project be administered by a governmental entity other than the Department of Transportation, the agency must be certified to administer Federal Aid projects in accordance with the department's **Local Agency Program Manual** (topic no. 525-010-300).

It is proposed FDOT administers the Green Street project. The County will provide administrative services through the Grants Department as so needed. The County's Engineering Department can provide surveys and other engineering related documents for the project side as needed.

3 (c). Describe the proposed ownership and maintenance for the project when it is completed.

Taylor County will own and assume all responsibility of the Green Street Sidewalk including maintenance. All regulations required by the Florida Department of Transportation will be met and abided by Taylor County.

3 (d). Matching local funds are not required, but if matching local funds are to be used, describe source of matching funds and any restrictions on availability.

Taylor County will not be providing a cash match for the proposed project. The County is designated by the State of Florida as one of "critical economic concern" and is qualified for the Rural Economic Development Initiative (REDI). The County is respectfully requesting a waiver of cash match.

3 (e). Other specific implementation information that should be considered.

This project will not have any negative environmental impacts nor have any negative impacts on any special habitats or animal species. There will be no special construction measures required such as the construction of bridges or boardwalks. It is anticipated this sidewalk will be well used on a daily basis.

4. Project Cost:

What is the total estimated cost of the work requested to be funded as an Transportation Alternatives project through this application?

Planning Activities.	\$ 0.00
Project Development and Environmental Studies.	\$ 0.00
Engineering and Final Plans Preparation Work.	\$ 35,000.00
Right of Way Acquisition.	\$ 0.00
Construction.	\$ 210,000.00
Construction Engineering and Inspection Activities.	\$ 20,000.00
Other. (Describe)	\$ 0.00
TOTAL:	\$ 265,000.00

If local matching funds are proposed,
how much will be funded by FDOT and how much by local funds?

FDOT Alternatives Funds \$ 265,000.00 + Local Funds \$ 0.00 = Total \$ 265,000.00

CERTIFICATION OF PROJECT SPONSOR

I hereby certify that the proposed project herein described is supported by Taylor Co. Board of Commissioners,
(municipal, county, state, federal agency, or MPO)
and that said entity will:

1. enter into a maintenance agreement with the Florida Department of Transportation;
2. comply with the Federal Uniform Relocation Assistance and Acquisition Policies Act for any Right of Way actions required for the project, and
3. support other actions necessary to fully implement the proposed project.

I further certify that the estimated costs included herein are reasonable and understand that significant increases in these costs could cause the project to be removed from the Florida Department of Transportation work program.

This project will be administered by (check only one):

- ☐ The applicant or sponsor using the department's Local Agency Program, or
☒ The Florida Department of Transportation

Pam Feagle

Chairwoman

Name (please type or print)

Title

Signature

Date

March 19, 2013



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, Department of Transportation has established the
Transportation Alternative program, and

Whereas, the Taylor County Board of Commissioners is eligible to receive funding
assistance under this program for the provision of on-road and off-road trail facilities for
pedestrians, bicyclists, and other nonmotorized forms of transportation, including sidewalks,
bicycle infrastructure, pedestrian and bicycle signals, traffic calming techniques, lighting and
other safety-related infrastructure, or transportation projects to achieve compliance with the
Americans with Disabilities Act.

Therefore, be it resolved by the Board, That the Taylor County Board of
Commissioners will submit application to the 2019 funding cycle of the Florida Department of
Transportation, Transportation Alternative program for funding assistance for construction of a
sidewalk from the corner of Green Street and Arena Avenue to the corner of Green Street and
Howard Street.

Done and Ordered in regular session at Perry, Florida this 19th day of March, 2013,
A.D.

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

By: _____
Pam Feagle, Chairperson

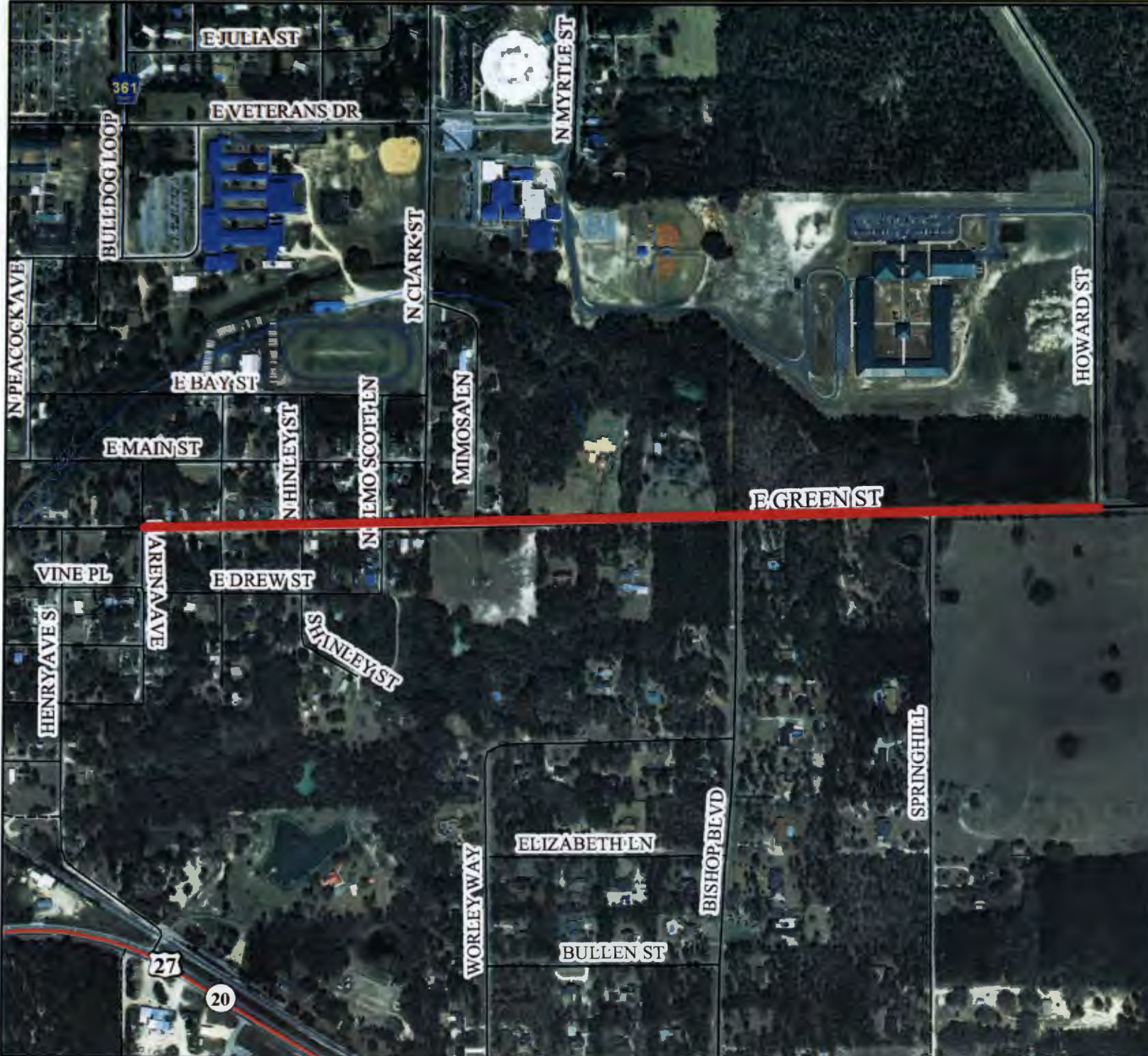
Attest: _____
Annie Mae Murphy, Clerk

Forest Capital of the South

Taylor County Growth Management Division

Legend

- State/ US Highway
- Major Road
- Minor Road
- Graded Road

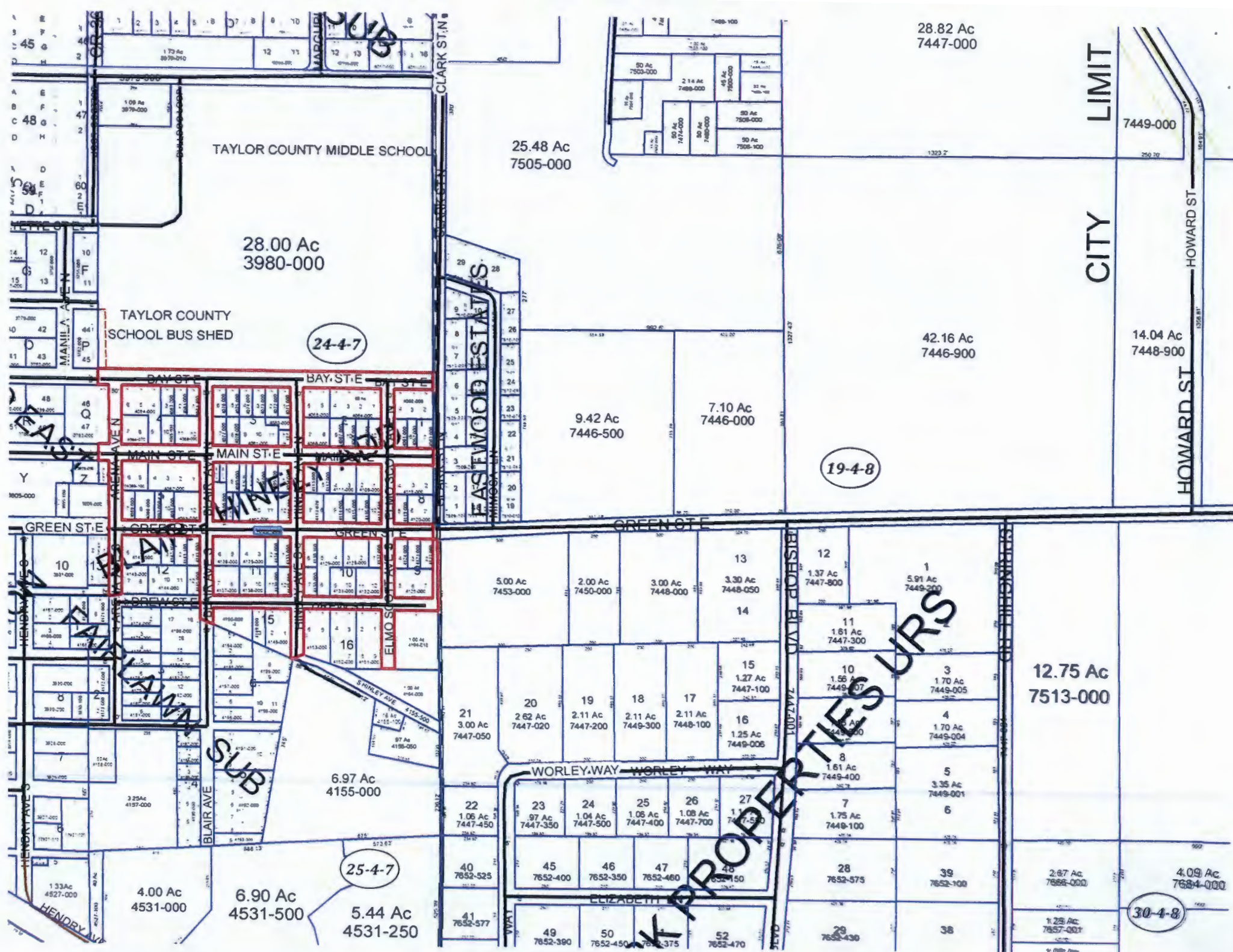


1 inch = 600 feet

Printed On: Feb 11, 2013



MAP PREPARED BY THE TAYLOR COUNTY ENGINEERING DEPARTMENT
This information was compiled from the best information available and the Taylor
County Board of County Commissioners assumes no responsibility for errors or omissions.



SEC TWP RGE SUBD BLK LOT
19 04 08 07552 500
NAME:TAYLOR COUNTY
ADD :
ADD :P O BOX 620
ADD :
CSZ :PERRY
911 :

LEGAL: LEG 0043.30 ACRES
RIGHT OF WAY
SAN PEDRO RD

FL 32348

LAND :	\$5,000	TD :CO	EXEMPTION :85	HXYR :2008	
AGR-VAL :	\$	DOR :8600	EX-AMT :	TAX BILL:	\$.00
EX-FEAT :	\$				
BUILDING :	\$				
MARKET--->:	\$5,000	LAND	UNIT-PRICE	LAND UNITS	APPRAISED
ASSESSMT->:	\$5,000	UNIT-	\$5,000.00	1.00	\$5,000

PROT CAP :	\$5,000				
UPROT CAP :	\$				
TOT ASMT->:	\$5,000				

EXEMP AMT :	\$5,000				
TAXABLE-->:	\$=SCH	\$=CO	\$=OTH	\$=CTY	
0-NXT,1-PRV,3-REKEY,4-MENU,5-BLDS,8-SALES,9-PRC,V-VALUE,L-LEGAL					
F1-LOC F2-AUTO F3-RCD F4-FLD F5-FMT F6-DUP F7-OVS F8-COR F9-HELP F10-REL -					

Right of way map

SEC TWP RGE SUBD BLK LOT

24 04 07 04059 500

NAME:CITY OF PERRY

ADD :

ADD :224 S JEFFERSON ST

ADD :

CSZ :PERRY

911 :

FL 32347

LEGAL: LEG 0010.45 ACRES

BLAIR-HINELY ADD

ALL STREETS WITHIN SUB

PB 1-9 (11-27-1905)

LAND : \$5,000

AGR-VAL : \$

EX-FEAT : \$

BUILDING : \$

MARKET--->: \$5,000

ASSESSMT->: \$5,000

PROT CAP : \$5,000

UPROT CAP : \$

TOT ASMT->: \$5,000

EXEMP AMT : \$5,000

TAXABLE-->: \$=SCH

\$=CO

\$=OTH

\$=CTY

0-NXT,1-PRV,3-REKEY,4-MENU,5-BLDS,8-SALES,9-PRC,V-VALUE,L-LEGAL

F1-LOC F2-AUTO F3-RCD F4-FLD F5-FMT F6-DUP F7-OVS F8-COR F9-HELP F10-REL

TD :PE EXEMPTION :80

DOR :8900 EX-AMT :

HXYR :2008

TAX BILL:

\$.00

LAND

UNIT-PRICE

LAND UNITS

APPRAISED

UNIT-

\$5,000.00

1.00

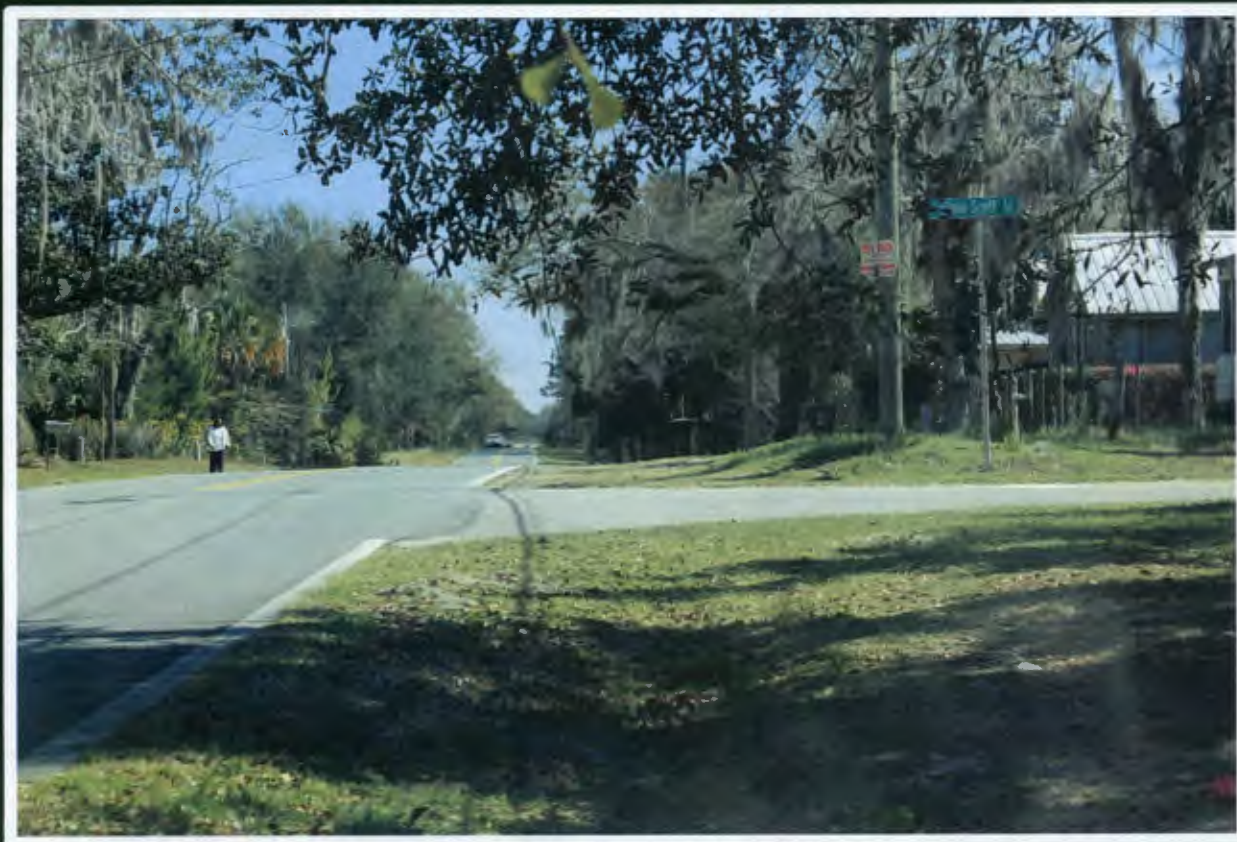
\$5,000

subdivision plat

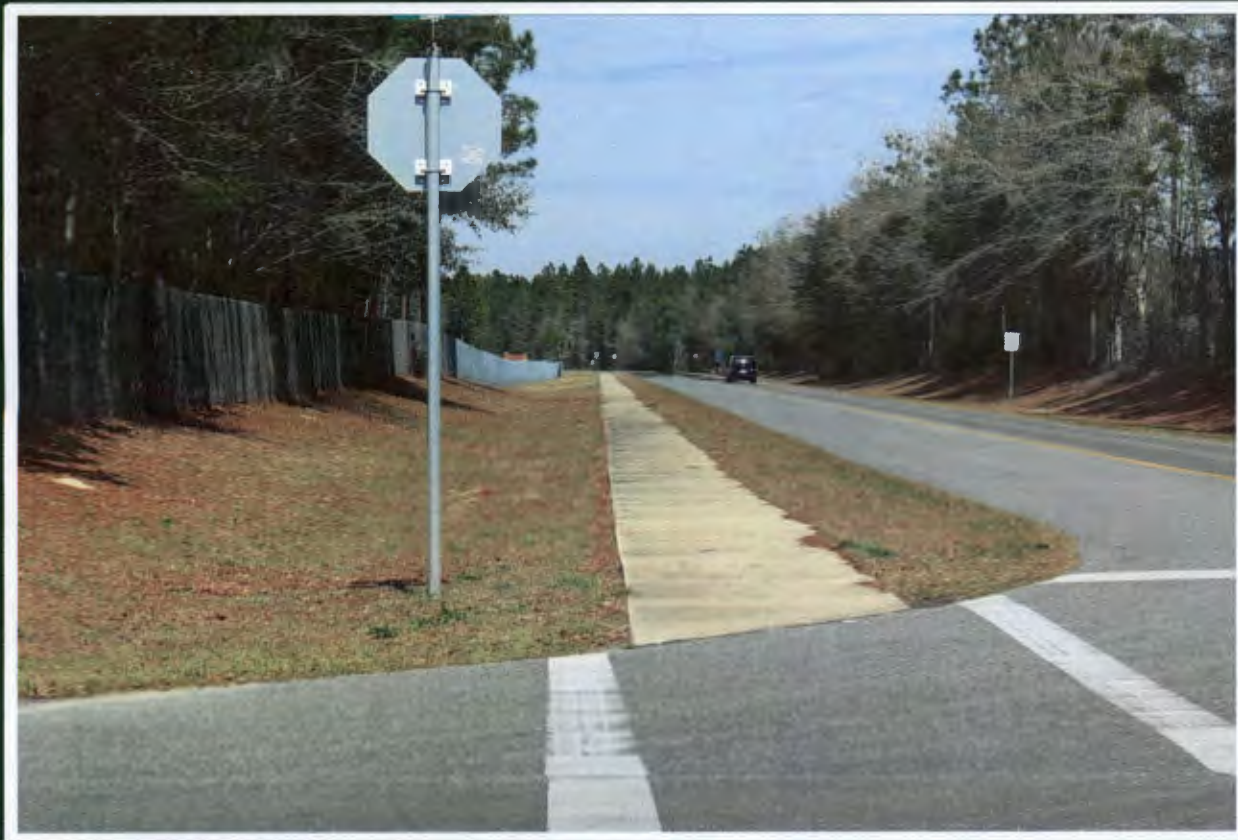
Existing Sidewalk



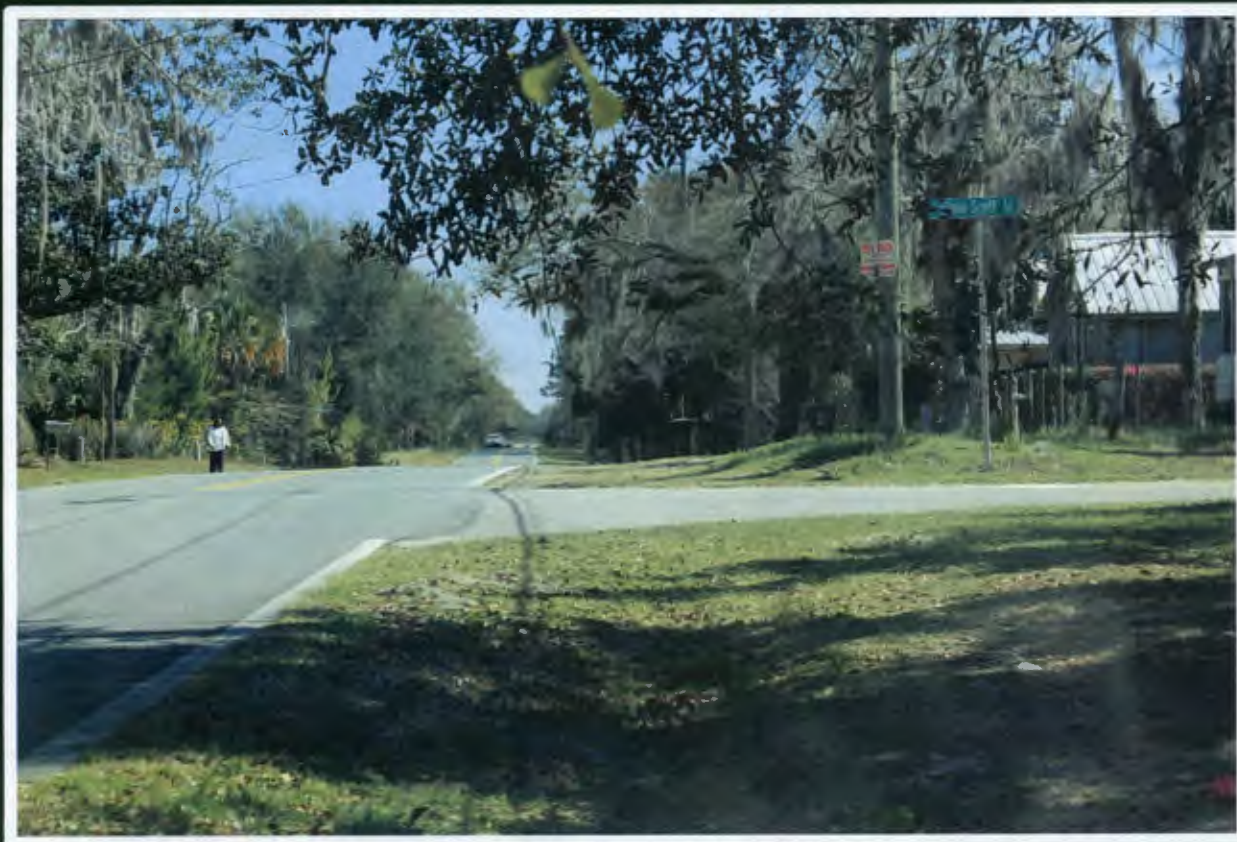
Proposed Sidewalk Route



Connecting Sidewalk at Howard Street



Proposed Sidewalk Route



Proposed Sidewalk Route



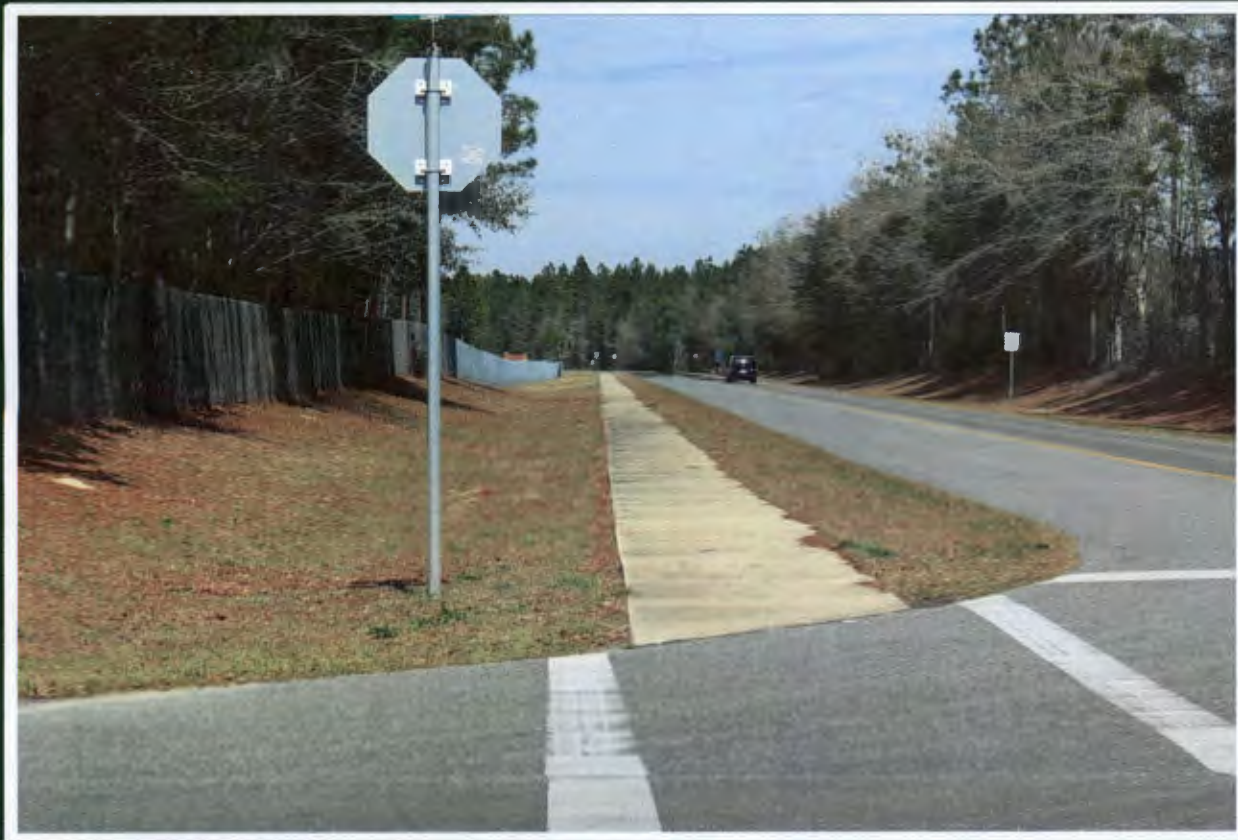
PP



Proposed Sidewalk Route



Connecting Sidewalk at Howard Street



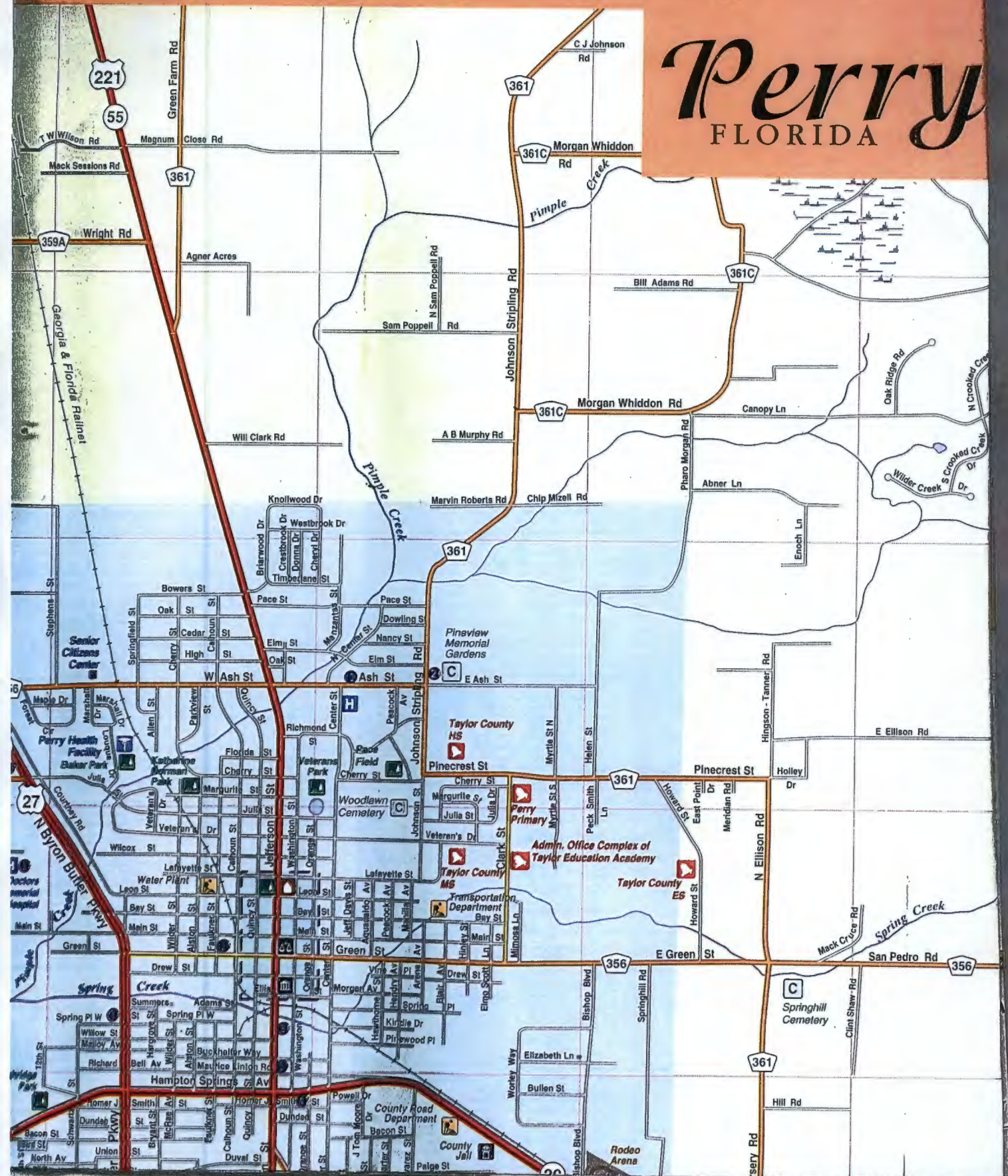


Google earth



Perry

FLORIDA



16

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

BOARD TO REVIEW KEATON BEACH COASTAL PARK PROJECT CONTRACT WITH R&E SITE DEVELOPMENT, INC. AND APPROVE SAME FOR EXECUTION.

MEETING DATE REQUESTED:

March 19, 2013

Statement of Issue:

The Board received proposals for the Keaton Beach Coastal Park project on December 11, 2012. R&E Site Development, Inc. was the lowest responsive bidder.

Two proposals were received:

R.E. Arnold Construction Inc. / Newberry, FL	\$480,437.32
Curt's Construction, Inc. / White Springs, FL	\$701,235.40

Recommended Action:

Staff recommends that the Board approve the Keaton Beach Coastal Park project Contract with R&E Site Development, Inc. as the lowest responsive proposal. Staff further recommends that the Board endorse the Project Warranty Escrow to be held by Mike Smith, P.A. until such time as needed by the County or upon completion of the Correction Period/Warranty term.

Fiscal Impact: FISCAL YR 2012/13 - \$480,437.32

Budgeted Expense: YES

Submitted By: ENGINEERING DIVISION

Contact: COUNTY ENGINEER

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

The Board requested and received proposals on December 11, 2012, for the services of a qualified contractor to construct the Keaton Beach Coastal Park Project. This project consists of furnishing all needed materials, equipment, labor and supervision to construct an overflow parking lot for the Keaton Beach Boat Ramp, within the Keaton Beach Coastal Park, along with a realignment of Marina Road other associated work as more fully detailed in the plans and specifications.

The bids were reviewed at the meeting which they were received with Staff presenting a recommendation that the project be awarded to R&E Site Development, Inc. (R&E) as the lowest apparent bid. Since that recommendation, Staff worked diligently to secure a second grant through the Florida Boating Improvement Fund to allow the project to be constructed as originally designed since the original grant was insufficient to match the bids received. The second phase of funding was finally received January 31, 2013. During the delay between the project solicitation and the additional FBIP

funding, R&E agreed to honor their bid beyond the obligated requirement as a means to keep us from having to resolicit the project.

After receiving official approval of the additional FBIP funding in January, Staff notified R&E and forwarded the contract documents for execution. Upon receipt R&E forwarded the contract to their Surety Company to support the project Performance & Payment Bonds. After pursuing bonding through at least three surety companies and faced with procedural requirements, including a requirement to maintain an irrevocable letter of credit at 150% of the project cost for the duration of the project, R&E states they are unable to timely meet the Surety's obligations. R&E notified Staff that it did not appear they would be able to secure bonds for the project. Faced with potential readvertisement in the wake of a July 30, 2013 Grant completion deadline, Staff and R&E arrived at the following proposal:

- (1) Increase the retainage withheld from each pay request from 10% to 15%
- (2) each R&E application for payment would include an affidavit from all suppliers/subcontractors providing goods or services included in such pay request attesting they have been paid and hereby release Taylor County and R&E from any/all claims; and
- (3) Once the project is complete and prior to approving the final pay request and release of retainage, Mr. Roberts shall place 10% of the project cost (\$48,044) in an escrow to be held by local attorney Mike Smith, P.A. until completion of the 18 month Warranty period from the date of final acceptance. The escrow will be permitted to be reduced to half (\$24,022) for the final 6 months of the warranty period. In the event R&E fails to timely address any/all issues with workmanship/materials during the warranty term as determined by the Board, R&E agrees that Taylor County shall use such escrowed funds to address such issues.

In light of the FBIP Grant time constraints, current economic difficulties obtaining bonding, and R&E's extended willingness to hold pricing for this project, Staff believes this proposal is an acceptable compromise under these circumstances. No payments will be made without first providing proof of any liens, additional monies being withheld to cover incomplete portions of the project, and an escrow to cover any unforeseen issues not addressed by the Contractor during the Correction Period/Warranty. Therefore, Staff respectfully requests that the Board approve the Contract as outlined in this recommendation with R&E in the amount of \$480,437.32. Staff further recommends that the Board endorse the Project Warranty Escrow to be held by Mike Smith, P.A. until such time as needed by the County or upon completion of the Correction Period/Warranty term.

Options:

- 1) Approve the Keaton Beach Coastal Park Project Contract with R&E Site Development, Inc.
- 2) Deny the request and state reasons for such denial.

Attachments:

Revised Sections of Contract

6.02 Progress Payments; Retainage

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

1. All applications for progress payment shall include an executed affidavit from any and all Suppliers or Subcontractors having provided goods or services for the Keaton Beach Coastal Park Project during the work effort included within the submitted application for payment. Such affidavit shall state that Contractor has wholly and completely compensated such Supplier or Subcontractor and that such Supplier or Subcontractor releases both Contractor and Owner of any and all future claims and liens associated with such goods/services provided.

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

a. 85% percent of Work completed (with the balance being retainage); and

b. 85% percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

3. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 85% percent of the Work completed, less such amounts as Engineer shall determine, or OWNER may withhold, in accordance with Paragraph 14.02.B.5 of the General Conditions and less Fifteen percent (15%) of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Final Payment

A. Prior to final completion and acceptance of the Work, Contractor shall create a Project Warranty Escrow in the amount of Ten Percent (10%) of the Project Cost to be held by Mike Smith, P.A., Perry FL, in care of Taylor County. Such Escrow funds shall be released to Owner in whole or in part in the event Contractor fails to timely address any/all issues with workmanship/materials as determined by the Taylor County Board of County Commissioners to address such issues during the Correction Period/Warranty Term. Upon completion of the initial 12 months of the Correction Period/Warranty Term, the Project Warranty Escrow may be reduced to Five Percent (5%) of the Project Cost for the remaining six (6) months of the Correction Period/Warranty Term.

B. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions and after receiving confirmation of the Project Warranty Escrow having been established, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 - INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of Zero percent (0%) per annum.

ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

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

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to consider Request For Qualifications for Planning Board attorney.

MEETING DATE REQUESTED:

March 19, 2013

Statement of Issue: Consider RFQ's for Planning Board attorney.

Recommendation: Consider negotiation with applicant

Fiscal Impact: \$6,000 per year budgeted

Budgeted Expense: Yes ☒ No ☐ N/A ☐

Submitted By: Danny Griner

Contact: building.director@taylorcountygov.com

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The position of Planning Board attorney was formerly held by Bill Blue, who was forced to resign the position due to his election as County Judge. The open position was noticed in the local newspaper initially shortly after the election; however, no responses were received at that time. The Planning Department ran the notice twice more in the local paper in the recent past and received one response from Donald R. Curtis, III, who currently serves as the Hearing Officer for code enforcement issues. The notice states that the retainer and hourly rate will be negotiated and in the past this negotiation was conducted by the County Attorney.

Planning staff respectfully requests that the Board choose an applicant and instruct the County Attorney to begin negotiations.

- Options:**
1. Choose to negotiate with applicant.
 2. Choose not to hire an attorney.

- Attachments:**
1. Copy of RFQ

DONALD R. CURTIS, III
ATTORNEY AT LAW, P.A.

PHYSICAL ADDRESS
315 WEST GREEN STREET
PERRY, FLORIDA 32348
Phone: 850.584.4980

MAILING ADDRESS
POST OFFICE BOX 22
PERRY, FLORIDA 32348
Fax: 850.584.4985

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

March 8, 2013

Re: Request for Qualifications for
Taylor County Planning Board Attorney

Dear Commissioners:

Please consider my proposal for the position of Taylor County Planning Board Attorney. As a lifelong resident of this area, I am familiar with many of the issues unique to this part of Florida as well as the desire of its residents to maintain its rural and family friendly atmosphere. As Planning Board Attorney, I would welcome the opportunity work with the Board to ensure that Taylor County retains its charming characteristics while dealing with the ever changing issues that the Board will face.

I received my Juris Doctorate degree from Florida Coastal School of Law and have been a member of the Florida Bar since September of 2007. While working toward my Juris Doctorate, I completed an externship as a Certified Legal Intern for the Office of the State Attorney in the Third Judicial Circuit. Since passing the bar, I have accumulated two years of criminal defense experience as an Assistant Public Defender, and three and a half years of operating my own law practice.

I am quite familiar with substantive and procedural aspects of local boards as well as the Taylor County Comprehensive Plan and Land

Development Regulations. From May of 2008 until October of 2012, I was a board member of the City of Perry's City Zoning and Planning Board, Board of Adjustment, and Chairman of the Code Enforcement Board. I have also been a Governing Board Member of the Suwannee River Water Management District from March, 2010 through the present as well as chairman of the R.O. Ranch in Cooks Hammock, Florida from October 2011 through December 2012. I understand the necessity of notice, due process, transparent operation, and orderly board meetings.

I have enclosed my resume for your review which further details information pertinent to my experience, skills, and qualifications. I would appreciate the opportunity to discuss this position and my qualifications with you.

Thank you for your time and consideration of my proposal. I look forward to speaking with you and will follow up soon.

Respectfully,

A handwritten signature in black ink, appearing to read 'DR Curtis III', written over a large, stylized 'D' that is part of the signature itself.

Donald R. Curtis III

DONALD "RAY" CURTIS III

EXPERIENCE

8/09-Present Donald R. Curtis III, Attorney at Law, P.A.

General Practice Attorney

- Own and operate my own law practice.
- Represented clients in various matters including civil disputes, family law, administrative law, criminal law, estate issues, and real property matters.
- Lead Counsel in numerous civil and criminal trials.
- Have worked cooperatively with other law firms to achieve successful outcomes for mutual clients.

8/07-8/09 Office of the Public Defender 3rd Circuit Perry, FL

Assistant Public Defender

- Represented clients in over 2000 cases in both County and Circuit Courts.
- Lead Counsel in numerous trials comprised of Non-Jury Trials, Violation of Probation Hearings, and Juvenile Adjudicatory Hearings.
- Have successfully researched, written, and argued various suppression motions, 3.190(c)(4) motions, motions to dismiss, and Brady motions with a 76% rate of success.
- Have had clients evaluated for competency and insanity, and followed up with appropriate motions and hearings.

5/06-8/06 Office of the State Attorney 3rd Circuit Perry, FL

Certified Legal Intern

5/05-8/05 Smith, Smith & Moore, P.A. Perry, FL

Law Clerk

5/04-8/04 Frith Abstract & Title Company Perry, FL

Research Assistant

EDUCATION

9/07 Admission to the Florida Bar Tallahassee, FL

8/04-5/07 Florida Coastal School of Law Jacksonville, FL

- Juris Doctorate

- Dean's List 2006-2007.

8/00-5/04 University of Florida Gainesville, FL

- Major Bachelor of Arts in Business Administration

- Minor Agricultural Law

- Student Senate, 2002

- Re-founded University of Florida Chapter of Pi Lambda Phi Fraternity.

PROFESSIONAL AFFILIATIONS

Board Member, City of Perry Zoning and Planning Board - 1/2011-11/2012

Board Member, City of Perry Board of Adjustment - 1/2011-11/2012

Board Member, City of Perry Code Enforcement Board - 1/2011-11/2012

- Chairman from 11/2011 - 11/2012

Board Member, City of Perry Charter Revision Commission - 1/2011-11/2012

Board Member, Suwannee River Water Management District - 3/2011-Present

Chairman, RO Ranch, Inc. - 11/2011-12/2012

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

**THE BOARD TO DISCUSS BOARD APPOINTMENTS, AS AGENDAED
BY JACK BROWN, COUNTY ADMINISTRATOR**



MEETING DATE REQUESTED:

MARCH 19, 2013

Statement of Issue:

**BOARD TO DISCUSS CURRENT COMMITTEE
APPOINTMENTS**

Recommended Action:

DISCUSSION

Fiscal Impact:

N/A

Budgeted Expense:

N/A

Submitted By:

JACK BROWN, COUNTY ADMINISTRATOR

Contact:

838-3500x7

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues: EACH COMMISSIONER SERVES ON MULTIPLE LOCAL
AND REGIONAL ADVISORY COMMITTEES. THE PURPOSE OF THIS ITEM IS TO
DISCUSS ISSUES, STATUS, OR CONCERNS REGARDING CURRENT
APPOINTMENTS.**

Options:

Attachments: