SUGGESTED AGENDA

AMENDED

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS PERRY, FLORIDA

MONDAY, OCTOBER 7, 2013 5:30 P.M.

201 E. GREEN STREET
TAYLOR COUNTY ADMINISTRATIVE COMPLEX
OLD POST OFFICE

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 CONSENT ITEMS A L:

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))

A. APPROVAL OF MINUTES of NONE

- B. EXAMINATION AND APPROVAL OF INVOICES.
- C. THE BOARD TO CONSIDER ADVERTISING FOR PUBLIC HEARING ON TUESDAY, OCTOBER 22, 2013 AT 5:35 P.M., FOR THE PURPOSE OF RECEIVING PUBLIC INPUT ON A REQUEST BY JOHNNY DRIGGERS, TO MOVE ANDREWS LAKE ROAD FROM THE MIDDLE OF HIS PROPERTY.
- D. THE BOARD TO CONSIDER RATIFICATION OF THE COUNTY
 ADMINISTRATOR'S SIGNATURE EXECUTING THE LEASE PURCHASE
 AGREEMENT AND CONSTRUCTION CONTRACT WITH MUSCO, INC.,
 AS AGENDAED BY KENNETH DUDLEY, COUNTY ENGINEER.
- E. THE BOARD TO REVIEW AND CONSIDER APPROVAL OF STANDARD FORM OF AGREEMENT, NOTICE OF AWARD, AND NOTICE TO PROCEED TO BE EXECUTED WITH THE FOREST COMPANY FOR THE TREE REMOVAL PROJECT AT PERRY-FOLEY AIRPORT, IN THE AMOUNT OF \$68,367, AS AGENDAED BY MELODY COX, GRANTS COORDINATOR.
- F. THE BOARD TO REVIEW AND CONSIDER APPROVAL OF SATISFACTION OF REPAYMENT AGREEMENT FOR FREDDIE LEE JOHNSON, AS AGENDAED BY THE GRANTS COORDINATOR.
- G. THE BOARD TO REVIEW AND CONSIDER APPROVAL OF PRE-APPLICATION TO THE FEDERAL AVIATION ADMINISTRATION (FAA), REQUESTING FUNDING ASSISTANCE FOR THE PERRY-FOLEY AIRPORT MASTER PLAN UPDATE, AS AGENDAED BY THE GRANTS COORDINATOR.
- H. THE BOARD TO REVIEW AND CONSIDER APPROVAL OF REQUEST TO REMOVE SURPLUS ASSETS FROM THE COUNTY'S INVENTORY, AS AGENDAED BY TYSON HILL, INFORMATION SYSTEMS AND TECHNOLOGY DEPARTMENT DIRECTOR.
- I. THE BOARD TO REVIEW AND CONSIDER APPROVAL OF BOARD POLICY 1.03 ADVISORY COMMITTEE ATTENDANCE POLICY, AS AGENDAED BY DUSTIN HINKEL, ASSISTANT COUNTY ADMINISTRATOR.
- J. THE BOARD TO CONSIDER APPROVAL OF RENEWAL OF LEASE FOR OFFICE SPACE FOR THE TAYLOR DENTAL CENTER WITH NORTH FLORIDA MEDICAL CENTERS, INC., AS AGENDAED BY THE ASSISTANT COUNTY ADMINISTRATOR.

- K. THE BOARD TO CONSIDER RATIFICATION OF THE COUNTY ADMINISTRATOR'S SIGNATURE APPROVING THE FY 2011 STATE HOMELAND SECURITY GRANT PROGRAM AWARD LETTER, AS AGENDAED BY DUSTIN HINKEL, EM DIRECTOR.
- L. THE BOARD TO TASK THE COUNTY ATTORNEY TO WORK WITH THE COUNSEL FOR DOCTORS' MEMORIAL HOSPITAL (DMH) TO INCORPORATE COMMENTS RECEIVED AT THE SEPTEMBER WORKSHOP INTO A NEW DRAFT LEASE AGREEMENT WITH DMH, AS AGENDAED BY THE ASSISTANT COUNTY ADMINISTRATOR.
- M. THE BOARD TO CONSIDER RATIFICATION OF THE COUNTY ADMINISTRATOR'S SIGNATURE ON THE GRANT APPLICATION FOR THE 2014-2015 FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP) GRANT PROGRAM REQUESTING FUNDING ASSISTANCE FOR IMPROVEMENTS TO HODGES PARK AT KEATON BEACH.

BIDS/PUBLIC HEARINGS:

- 3. THE BOARD TO HOLD THE FIRST OF TWO (2) PUBLIC HEARINGS, SET FOR THIS DATE AT 5:30 P.M., OR AS SOON THEREAFTER AS POSSIBLE, TO RECEIVE PUBLIC INPUT ON THE POSSIBLE GRANT SUBMISSION TO FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT), TRANSPORTATION ALTERNATIVES PROGRAM (TAP) FOR THE 2020 FUNDING CYCLE.
- 4. THE BOARD TO HOLD A PUBLIC HEARING, SET FOR THIS DATE AT 5:35 P.M., OR AS SOON THEREAFTER AS POSSIBLE, TO HEAR AN APPLICATION FOR SPECIAL EVENTS PERMIT (MUDBOG), AS SUBMITTED BY IRON HORSE MUD RANCH.
- 5. <u>COMMENTS AND CONCERNS FROM THE PUBLIC FOR NON-AGENDAED ITEMS:</u>

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.

HOSPITAL ITEMS:

6. THE BOARD TO RECEIVE A PRESENTATION ON DOCTORS'
MEMORIAL HOSPITAL QUARTERLY FINANCIALS.

PUBLIC REQUESTS:

7. THE BOARD TO CONSIDER APPROVAL OF A LETTER OF SUPPORT FOR THE DRAFT NPDES PERMIT AND ADMINISTRATIVE ORDER PUBLICLY NOTICED BY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP), AS REQUESTED BY DAN SIMMONS, BUCKEYE FLORIDA.

CONSTITUTIONAL OFFICERS/OTHER GOVERNMENTAL UNITS:

8. THE BOARD TO CONSIDER APPROVAL OF A REQUEST FROM THE TAYLOR COUNTY SHERIFF'S OFFICE, TO ACQUIRE PROPERTY FORFEITED TO THE COUNTY FOR USE AS A CRIMINAL INVESTIGATIONS OFFICE, AS AGENDAED BY CAPTAIN RON RICE, CHIEF INVESTIGATOR.

COUNTY STAFF ITEMS:

- 9. THE BOARD TO REVIEW AND CONSIDER APPROVAL OF THE FLORIDA DEPARTMENT OF TRANSPORTATION JOINT PARTICIPATION AGREEMENT (JPA) #43135719414, AND ADOPTION OF AUTHORIZING RESOLUTION, FOR THE AIRPORT MASTER PLAN AND AIRPORT LAYOUT PLAN PROJECT AT THE PERRY-FOLEY AIRPORT, AS AGENDAED BY THE GRANTS COORDINATOR.
- 10. THE BOARD TO REVIEW AND CONSIDER APPROVAL OF THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) JOINT PARTICIPATION AGREEMENT (JPA) #21733259414, AND ADOPTION OF AUTHORIZING RESOLUTION, FOR THE DESIGN AND ENGINEERING OF A NEW AIRCRAFT STORAGE FACILITY AT THE PERRY-FOLEY AIRPORT, AS AGENDAED BY THE GRANTS COORDINATOR.
- 11. THE BOARD TO REVIEW AND CONSIDER APPROVAL OF CATASTROPHIC INMATE MEDICAL INSURANCE QUOTE, AS AGENDAED BY THE ASSISTANT COUNTY ADMINISTRATOR.

12. THE BOARD TO CONSIDER RATIFICATION OF THE COUNTY ADMINISTRATOR'S SIGNATURE EXECUTING THE RED PADGETT ROAD WIDENING AND RESURFACING CONTRACT, WITH OLD CASTLE SOUTHERN GROUP, INC. D/B/A APAC-SOUTHEAST, INC., AS AGENDAED BY THE COUNTY ENGINEER.

COUNTY ADMINISTRATOR ITEMS:

- 13. THE COUNTY ADMINISTRATOR TO PROVIDE AN UPDATE ON THE PROPOSED RULES ISSUED BY THE U.S. DEPARTMENT OF TREASURY FOR THE IMPLEMENTATION OF THE RESTORE ACT.
- 14. THE BOARD TO DISCUSS AND CONSIDER AMENDING THE FY 2013-2014 CAPITAL IMPROVEMENT PLAN (CIP).
- 15. THE COUNTY ADMINISTRATOR TO DISCUSS INFORMATIONAL ITEMS.
- 16. 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.

- 17. BOARD INFORMATIONAL ITEMS:
- 18. MOTION TO ADJOURN.

FOR YOUR INFORMATION:

• THE AGENDA AND ASSOCIATED DOCUMENTATION, <u>IF APPLICABLE</u>, 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.



TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO CONSIDER APPROVAL OF SETTING A PUBLIC HEARING FOR 5:35 PM ON TUESDAY, OCTOBER 22, 2013, TO RECEIVE PUBLIC INPUT AND CONSIDER MR. JOHNNY DRIGGERS'S REQUEST TO MOVE ANDREWS LAKE ROAD FROM THE MIDDLE OF HIS PROPERTY

MEETING DATE REQUESTED: OCTOBER 7, 2013

Statement of Issue:

THE BOARD TO SET A PUBLIC HEARING

Recommended Action: SET THE PUBLIC HEARING AS RECOMMENDED

Fiscal Impact:

N/A

Budgeted Expense:

N/A

Submitted By:

DUSTIN HINKEL, ASSISTANT COUNTY ADMINISTRATOR

Contact:

838-3500x7

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: MR. DRIGGERS PRESENTED HIS REQUEST TO MOVE HIS ROAD FOR DISCUSSION AT THE BOARD'S SEPTEMBER WORKSHOP. THE PUBLIC HEARING WILL GIVE A FORMAL NOTICE AND OPPORTUNITY FOR PUBLIC INPUT IN THIS MATTER. THE HEARING WILL BE SET FOR 5:35 PM ON TUESDAY. **OCTOBER 22, 2013.**

Options:

APPROVE/NOT APPROVE

Attachments:

DRAFT NOTICE

NOTICE

Florida.

The Bishop Law Firm, P.A. Attorneys at Law

CONRAD C. BISHOP, JR. CONRAD C. "SONNY" BISHOP, III STEPHEN F. "BUDDY" MURPHY

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

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

September 25, 2013

Hon. Annie Mae Murphy Clerk of Court Post Office Box 620 Perry, Florida 32348

Mr. Jack Brown County Administrator County Offices 201 E. Green Street Perry, Florida 32347

Re: Notice on Johnny Driggers request

Dear Annie Mae and Jack:

Enclosed please find the Notice to go in the paper.

If you have any questions, please feel free to give me a call.

Thank you and I hope you are doing fine.

Respectfully,

Conrad C. Bishop, Jr.

CCB/kp

enclosure

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



BOARD TO RATIFY LEASE PURCHASE AGREEMENT AND CONSTRUCTION CONTRACT WITH MUSCO, INC. AS SIGNED BY THE COUNTY ADMINISTRATOR.

MEETING DATE REQUESTED:

OCTOBER 7, 2013

Statement of Issue:

Board to consider request to ratify the County Administrator's signature of the Lease Purchase Agreement with MUSCO Finance, LLC and the construction contract with MUSCO Sports Lighting, LLC for the Taylor County Sports Complex Sports and Site Lighting.

Recommended Action:

The Board should ratify the signature of the County Administrator.

Fiscal Impact:

FISCAL YR 2012/13 -\$66,500.00; \$71,410.58 (FY 14/15, 15/16, 16/17).

Budgeted Expense:

YES (FY 12/13)

Submitted By:

ADMINISTRATIVE DIVISION

Contact:

COUNTY ADMINISTRATOR

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

On August 5, 2013, the Board of County Commissioners approved concept of a Three-Year MUSCO Finance, LLC lease proposal, and associated budgeting requirements as part of the overall proposal to complete Phase 3 of the Sports Complex. In the lease agreement, Taylor County will pay ¼ of the entire project cost up front and then three equal annual installments over the next three fiscal years.

The County Administrator has since signed and executed the associated Equipment Leasing Agreement and Construction Contract and is now forwarding them to the Board for endorsement through ratification. This contract was previously reviewed and used for Phase 1 and 2 of the project and has been modified only to the extent to reflect the pricing change. Therefore, Staff respectfully requests that the County Commission ratify the County Administrator's signature.

Options:

- 1) Approve the agreement and contract and ratify the County Administrator's signature.
- 2) Deny the agreement contract and state reasons for such denial.

Attachments:

Copy of Executed Equipment Lease Agreement and Construction Contract

D



September 12, 2013

Jack Brown
Taylor County Board of Commissioners
108 North Jefferson Street, Suite 102
Perry, FL 32347

RE: Financing for Musco's Light-Structure Green system consisting of (43) 1500 watt metal halide fixtures, (7) galvanized steel poles; (7) pre-cast concrete bases; and (1) Control-Link Control & Monitoring System Cabinet

Dear Jack:

The documents for financing of the equipment listed above are enclosed. A Documentation Check List has been included to guide you through the process of executing the contract. Please use this check list to ensure the contract is completed accurately and completely so we may expedite funding your lease when we receive the returned original contract.

Listed below are the documents we will need to fund this transaction:

- Lease Agreement with all Exhibits
- Insurance Coverage Requirements
- Down Payment & Documentation Fee

Upon receipt of all listed documents; delivery of the equipment and your approval of the equipment invoice; we will remit payment to Musco Sports Lighting, LLC. This transaction is subject to acceptance of the documentation and final review and approval by the Senior Credit Committee of Musco Finance, LLC, its nominees or assigns. This agreement must be completed and returned by 9/30/2013 in order to meet the shipment week of 10/7/2013.

If you have any questions, please contact Rhonda Long at (800) 825-6020. On behalf of everyone at Musco Finance, LLC, thank you for your business!

Sincerely,

Britney Middleton

Administrative Assistant

Butney Middleton



 Invoice #:
 21462

 Customer #:
 000098

 Invoice Date
 9/12/2013

 Due Date
 9/12/2013

BILL TO:

Taylor County Board of County Commissioners 108 North Jefferson Suite 120 PO Box 620 Perry FL 32347 REMIT TO:

Musco Finance, LLC Accounts Receivable P.O. Box 808 Oskaloosa IA 52577

Contract ID 0912MTAY

DESCRIPTION FROM THROUGH ANIQUAL

Down Payment 66,000.00

Sales Tax 0.00

Contract ID D912MTAY

DESCRIPTION FROM THROUGH AMOUNT

Contract Closing Fees 500.00
Sales Tax 0.00
Contract Total Due 66,500.00

Invoice SubTotal 66,500.00
Sales Tax 0,00

66,500.00

Total Due.

QUESTIONS? Call 1-800-825-6020 -or- E-mail AR@musco.com

A Service Charge of 1 1/2% per month (Annual Percantage Rate of 18%) will be charged on all invoices 30 days past due.

DOCUMENTATION CHECK LIST

The instructions on this check list should be followed to properly execute the attached documentation. Incomplete or improperly completed documents may delay funding. If you have any questions regarding the instructions please contact our office immediately for assistance at (800)825-6020.

All original documentation must be returned to Musco Finance, LLC prior to funding.

| Master Equipment Lease Purchase Agreement | |
|---|-------------------------------|
| Sign under 'Lessee', print title and current date | |
| Witness signature and printed title should be from another mem | her of the governing |
| · · · · · · · · · · · · · · · · · · · | |
| committee but not the Clerk or Secretary (Area highlighted in gree | 311 <i>)</i> |
| Additional Authorized Signers | |
| Individuals authorized to verify receipt, delivery and condition or | r equipment in addition to |
| contract signer. | |
| Exhibit A—Schedule of Equipment | |
| Sign under 'Lessee' and print title and current date | |
| Witness signature and printed title should be member of govern | ing committee as signed on |
| Lease Purchase Agreement (Area highlighted in green) | |
| Attachment 1-Equipment Description | |
| Attachment 2- Payment Schedule | |
| Sign under 'Lessee' and print title and current date | |
| Exhibit B—Municipal Certificate | |
| The Clerk or Secretary of the municipality should complete the s | section regarding their title |
| and current date | |
| Type the date of the meeting at which the governing body appro | ved the purchasePrint the |
| name and title of the individual authorized to execute the Agreem | ent (this is the individual |
| who also signs the agreement under 'Lessee' throughout the | contract) |
| Type in the fiscal year for the lessee | • |
| The Clerk or Secretary must sign the document and print their ti | tle, thereby verifying the |
| authority of the individual named to enter into the agreement on b | ehalf of the municipality |
| (Area highlighted in yellow) *If Kenneth Dudley isn't the clerk or se | |
| minutes please substitute in the proper name. | |
| Exhibit C—Opinion of Lessee's Counsel | |
| Request your legal counsel retype the 'Opinion of Lessee's Cou | insel' (Exhibit C. sample) on |
| his/her business letterhead with his/her signature and the current | |
| ☐ Exhibit DAcceptance Certificate | |
| Sign under 'Lessee" and print title and current date | |
| Insurance Coverage Requirements | |
| Complete the information for your insurance company and agen | it as listed on the document |
| Sign, title and date the document | |
| ☐ IRS Form 8038 | |
| Sign, title and date the document | |
| 5", and and and addition | |



MASTER EQUIPMENT LEASE PURCHASE AGREEMENT

LESSEE: Taylor County Board of Commissioners

This Master Equipment Lease Purchase Agreement, including all exhibits and schedules hereto whether currently in existence or hereafter executed (the "Agreement"), dated as of 9/12/2013, and entered into between Musco Finance, LLC ("Lessor"), and Taylor County Board of Commissioners, 108 North Jefferson Street, Suite 102, Perry, FL 32347, a body corporate and politic duly organized and existing under the laws of the State of Florida ("Lessee");

RECITALS

WHEREAS, Lessee desires to lease from Lessor certain equipment described in the schedules to this Agreement, substantially in the form of Exhibit A hereto, that are executed from time to time by the parties hereto (such schedules are hereby incorporated herein and are hereinafter collectively referred to as the "Schedules", and the items of equipment leased to Lessee hereunder, together with all substitutions, proceeds, replacement parts, repairs, additions, attachments, accessories and replacements thereto, therefore, are hereinafter collectively referred to as the "Equipment") subject to the terms and conditions of and for the purposes set forth in this Agreement.

WHEREAS, The relationship between the parties shall be a continuing one and items of equipment may be added to or deleted from the Equipment from time to time by execution of additional Schedules by the parties hereto and as otherwise provided herein.

WHEREAS, Lessee is authorized under the constitution and laws of the State to enter into this Agreement for the purposes set forth herein.

NOW, THEREFORE, for and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

ARTICLE I. REPRESENTATIONS, WARRANTIES AND COVENANTS OF LESSEE

Section 1.01. Lessee represents, covenants and warrants, for the benefit of Lessor and its assignees, as follows:

- (a) Lessee is a public body, corporate and politic, duly organized and existing under the Constitution and laws of the State.
- (b) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic. Lessee is a political subdivision of the State within the meaning of Section 103(a) of the Code or a constituted authority authorized to issue obligations on behalf of a state or local governmental unit within the meaning of the regulations promulgated pursuant to said Section of the Code.
- (c) Lessee has full power and authority under the Constitution and laws of the State to enter into this Agreement and the transactions contemplated hereby, and to perform all of its obligations hereunder.
- (d) Lessee has duly authorized the execution and delivery of this Agreement by proper action by its governing body at a meeting duly called, regularly convened and attended throughout by the requisite majority of the members thereof, or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the enforceability of this Agreement.
- (e) Lessee has complied or will comply with such public bidding requirements as may be applicable to this Agreement and the acquisition by Lessee of the Equipment.
- (f) During the Lease Term, the Equipment will be used by Lessee only for the purpose of performing one or more essential governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority and will not be used in a trade or business of any person or entity other than Lessee.
- (g) During the Lease Term, Lessee will annually provide Lessor with current financial statements, budgets, proof of appropriation for the ensuing fiscal year and such other financial information relating to the ability of Lessee to continue this Agreement as may be reasonably requested by Lessor.
- (h) The Equipment will have a useful life in the hands of Lessee that is substantially in excess of the Original Term and all Renewal Terms.
- (i) The Equipment is, and during the Lease Term will remain personal property and when subjected to use by the Lessee, will not be or become firtures
- The Equipment is essential to the function of the Lessee and the services provided to its citizens, and will be used throughout the period that this Agreement is in force for the purpose of performing one or more governmental or proprietary functions consistent with the permissible scope of its authority.
- (k) During the term of this Agreement, Lessee will not dispose of or sell any part of the Equipment.
- (f) Lessee has not terminated a lease, rental agreement, installment purchase contract, or any other type of such agreement in the past five (5) years as a result of insufficient funds being appropriated for payments due under such an agreement.
- (m) This Agreement constitutes the legal, valid and binding obligation of Lessee enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally.
- (n) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the date hereof.

- (o) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current fiscal year to make the Rental Payments scheduled to come due during the current fiscal year and to meet its other obligations under this Agreement for the current fiscal year, and such funds have not been expended for other purposes.
- (p) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting Lessee, nor to the best knowledge of Lessee is there any basis therefore, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by this Agreement or any other document, agreement or certificate which is used or contemplated for use in the consummation of the transactions contemplated by this Agreement or materially adversely affect the financial condition or properties of Lessee.
- (q) All authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by Lessee of this Agreement or in connection with the carrying out by Lessee of its obligations hereunder have been obtained.
- (r) The entering into and performance of this Agreement or any other document or agreement contemplated hereby to which Lessee is or is to be a party will not violate any judgment, order, law or regulation applicable to Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance on any assets of Lessee or the Equipment pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which Lessee is party or by which it or its assets may be bound, except as herein provided.

ARTICLE II. DEFINITIONS

Section 2.01. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Agreement" means this Master Equipment Lease Purchase Agreement, including the Schedules and any other schedule or exhibit made a part hereof by the parties hereto, whether currently in existence or hereafter executed, as the same may be supplemented or amended from time to time in accordance with the terms hereof. "Code" means the Internal Revenue Code of 1986, as amended.

"Commencement Date" means, with respect to any Schedule, the date when the term of this Agreement with respect to that Schedule and Lessee's obligation to pay rent under that Schedule commence, which date shall be the earlier of (i) the date on which the Equipment listed in that Schedule is accepted by Lessee in the manner described in an Acceptance Certificate substantially in the form of Exhibit D hereto, or (ii) the date on which sufficient moneys to purchase the Equipment listed in that Schedule are deposited by Lessor for that purpose

"Equipment" means the property described in the Schedules and all replacements, substitutions, repairs, restorations, modifications, attachments, accessions, additions and improvements thereof or thereto. Whenever reference is made in this Agreement to Equipment listed in a Schedule, that reference shall be deemed to include all replacements, repairs, restorations, modifications and improvements of or to that Equipment.

"Event of Default" means, with respect to any Lease, an Event of Default described in Section 10.01.

"Lease" means, at any time, (i) if none of Lessor's interest in, to and under any Schedule has been assigned pursuant to Section 9.01, or if all of Lessor's interest in, to and under this Agreement and all Schedules have been assigned to the same assignee without any reassignment, this Agreement, or (ii) if Lessor's interest in, to and under any Schedule or Schedules has been assigned or reassigned pursuant to Section 9.01, all Schedules that have the same Lessor and this Agreement as it relates to those Schedules and the Equipment listed therein, which shall constitute a separate single lease relating to that Equipment.

"Lease Term" means, with respect to any Lease, the Original Term and all Renewal Terms of that Lease.

"Lessee" means the entity which is described in the first paragraph of this Agreement, its successors and assigns.

"Lessor" means, with respect to each Schedule and the Lease of which that Schedule is a part, (i) if Lessor's interest in, to and under that Schedule has not been assigned pursuant to Section 9.01, the entity described as such in the first paragraph of this Agreement or its successor, or (ii) if Lessor's interest in, to and under that Schedule has been assigned pursuant to Section 9.01, the assignee thereof or its successor.

"Net Proceeds" means the amount remaining from the gross proceeds of any insurance claim or condemnation award after deducting all expenses (including attorneys' fees) incurred in the collection of such claim or award.

"Original Term" means, with respect to any Lease, the period from the first Commencement Date for any Schedule under that Lease until the end of the fiscal year of Lessee in effect at that Commencement Date.

"Purchase Price" means, with respect to the Equipment listed on any Schedule, the amount set forth in that Schedule as the Purchase Price for that Equipment.

"Renewal Terms" means, with respect to any Lease, the automatic renewal terms of that Lease, as provided for in Article III of this Agreement, each having a duration of one year and a term co-extensive with the Lessee's fiscal year except the last of such automatic renewal terms which shall end on the due date of the last Rental Payment set forth in the Schedule.

"Rental Payments" means the basic rental payments payable by Lessee pursuant to Section 4.02.

"State" means the state in which Lessee is located.

"Vendor" means the manufacturer of the Equipment as well as the agents or dealers of the manufacturer from whom Lessor purchased or is purchasing the Equipment.

ARTICLE III. LEASE TERM

Section 3.01. Lease of Equipment. Lessor hereby demises, leases and lets to Lessee, and Lessee rents, leases and hires from Lessor, the Equipment listed in each Schedule in accordance with this Agreement and that Schedule for the Lease Term for the Lease of which that Schedule is a part. The Lease Term for each Lease may be continued at the end of the Original Term or any Renewal Term for an additional Renewal Term; provided, however, that at the end of the Original Term and at the end of each Renewal Term, Lessee shall be deemed to have continued that Lease for the next Renewal Term unless Lessee shall have terminated that Lease pursuant to Section 4.06 or Section 5.04. The terms and conditions during any Renewal Term, shall be the same as the terms and conditions during the Original Term, except that the Rental Payments shall be as provided in the Schedules. Lessor hereby covenants to provide Lessee during the Lease Term with quiet use and enjoyment of the Equipment, and Lessee shall during the Lease Term peaceably and quietly have and hold and enjoy the Equipment, without suit, trouble or hindrance from Lessor, except as expressly set forth in this Agreement.

Section 3.02. Continuation of Lease Term. Lessee currently intends, subject to Section 4.06, to continue the Lease Term for each Lease through the Original Term and all of the Renewal Terms and to pay the Rental Payments hereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all Rental Payments during the Lease Term for each Lease can be obtained. The responsible financial officer of Lessee shall do all things lawfully within his or her power to obtain and maintain funds from which the Rental Payments may be made, including making provision for the Rental Payments to the extent necessary in each proposed annual budget submitted for approval in accordance with applicable procedures of Lessee and to exhaust all available reviews and appeals in the event such portion of the budget is not approved. Notwithstanding the foregoing, the decision whether or not to budget or appropriate funds or to extend a Lease for any Renewal Term is solely within the discretion of the then current governing body of Lessee.

Section 3.03. Return of Equipment on Termination. Upon expiration or earlier termination of any Schedule under any provision of this Agreement at a time when Lessee does not exercise its option to purchase the Equipment described in that Schedule under the provisions of this Agreement, Lessee shall deliver, at Lessee's expense, the Equipment described in that Schedule to Lessor in the same condition as existed at the Commencement Date, ordinary wear and tear expected, packaged or otherwise prepared in a manner suitable by shipment by truck or rail common carrier at a location specified by Lessor.

<u>Section 3.04.</u> Conditions to Lessor's Performance Under Schedules. As a prerequisite to the performance by Lessor of any of its obligations pursuant to the execution and delivery of any Schedule, Lessee shall deliver to Lessor the following:

- (a) A Municipal Certificate executed by the Clerk or Secretary or other comparable officer of Lessee, in substantially the form attached hereto as Exhibit B, completed to the satisfaction of Lessor;
- (b) An Opinion of Counsel to Lessee in substantially the form attached hereto as Exhibit C respecting such Schedule and otherwise satisfactory to Lessor.
- (c) All documents, including financing statements, affidavits, notices and similar instruments, in form satisfactory to Lessor, which Lessor deems necessary or appropriate at that time;
- (d) Such other items, if any, as are set forth in such Schedule or are reasonably required by Lessor.

This Agreement is not a commitment by Lessor to enter into any Schedule not currently in existence, and nothing in this Agreement shall be construed to impose any obligation upon Lessor to enter into any proposed Schedule, it being understood that whether Lessor enters into any proposed Schedule shall be a decision solely within Lessor's discretion.

Lessee will cooperate with Lessor in Lessor's review of any proposed Schedule. Without limiting the foregoing, Lessee will provide Lessor with any documentation or information Lessor may request in connection with Lessor's review of any proposed Schedule. Such documentation may include, without limitation, documentation concerning the Equipment and its contemplated use and location and documentation or information concerning the financial status of Lessee and other matters related to Lessee.

ARTICLE IV. RENTAL PAYMENTS

Section 4.01. Rental Payments to Constitute a Current Expense of Lessee. Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of Lessee.

Section 4.02. Payment of Rental Payments. Lessee shall pay Rental Payments, exclusively from legally available funds, in lawful money of the United States of America to Lessor or, in the event of assignment by Lessor, to its assignee, in the amounts and on the dates set forth in each Schedule. Rental Payments shall be in consideration for Lessee's use of the Equipment during the applicable year in which such payments are due. The Rental Payments will be payable without notice or demand at the office of Lessor (or such other place as Lessor may from time to time designate in writing). If any Rental Payment or other sum payable under any Schedule is not paid when due, Lessee shall pay to Lessor accrued interest on such delinquent amount from the date due thereof until paid at the greater of 18% or the maximum rate allowed by law. In the event that it is determined that any of the interest components of Rental Payments may not be excluded from gross income for purposes of federal income taxation, Lessee agrees to pay to Lessor promptly after any such determination and on the date of each Rental Payment thereafter an additional amount determined by Lessor to compensate Lessor for the loss of such excludability (including without limitation, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive absent manifest error.

Section 4.03. Interest and Principal Components. A portion of each Rental Payment is paid as, and represents payment of, interest, and the balance of each Rental Payment is paid as, and represents payment of, principal. Each Schedule will set forth the interest component and the principal component of each Rental Payment during the Lease Term.

Section 4.04. Rental Payments to be Unconditional. The obligations of Lessee to make payment of the Rental Payments required under this Article IV and other sections hereof, and to perform and observe the covenants and agreements contained herein, shall be absolute and unconditional in all events, except as expressly provided under this Agreement. Notwithstanding any dispute between Lessee and Lessor, any Vendor or any other dispute between Lessee and Lessor, any Vendor or any other person, Lessee shall make all payments of Rental Payments when due and shall not withhold any Rental Payments pending final resolution of such dispute, nor shall Lessee assert any right of set-off or counterclaim against its obligation to make such payments required under this Agreement. Lessee's obligation to make Rental Payments during the Original Term or the then-current Renewal Term for each Schedule shall not be abated through accident or unforeseen circumstances.

Section 4.05. Continuation of Lease Term by Lessee. Lessee intends, subject to the provisions of Section 4.06, to continue the Lease Term for each Lease through the Original Term and all of the Renewal Terms and to pay the Rental Payments hereunder. Lessee reasonably believes that legally available funds of an amount sufficient to make all Rental Payments during the Original Term and each of the Renewal Terms for each Lease can be obtained. Lessee further intends to do all things lawfully within its power to obtain and maintain funds from which the Rental Payments may be made, including making provision for such payments to the extent necessary in each biannual or annual budget submitted and adopted in accordance with applicable provisions of state law, to have such portion of the budget approved, and to exhaust all available reviews and appeals in the event such portion of the budget is not approved.

Section 4.06. Nonappropriation. Lessee is obligated only to pay such Rental Payments under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during Lessee's then current fiscal year. Should Lessee fail to budget, appropriate or otherwise make available funds to pay Rental Payments under a Lease following the then current Original Term or Renewal Term, that Lease shall be deemed terminated at the end of the then current Original Term or Renewal Term. Lessee agrees to deliver written notice to Lessor of such termination at least 60 days prior to the end of the then current Original Term or Renewal Term, but failure to give such written notice shall not extend the term beyond such Original Term or Renewal Term.

ARTICLE V. TITLE TO EQUIPMENT: SECURITY INTEREST: OPTION TO PURCHASE

Section 5.01. Title to the Equipment. Upon acceptance of the Equipment by Lessee, title to the Equipment and any and all additions, repairs, replacements or modifications shall vest in Lessee, subject to the rights of Lessor under this Agreement; provided that title to the Equipment that is subject to any Lease shall thereafter immediately and without any action by Lessee vest in Lessor, and Lessee shall immediately surrender possession of that Equipment to Lessor, upon (a) any termination of that Lease other than termination pursuant to Section 5.04, or (b) the occurrence of an Event of Default with respect to that Lease. It is the intent of the parties hereto that any transfer of title to Lessor pursuant to this Section shall occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. Lessee shall, nevertheless, execute and deliver any such instruments as Lessor may request to evidence such transfer.

Section 5.02. Security Interest. To secure the payment of all Lessee's obligations under this Agreement, Lessee grants to Lessor a security interest constituting a first lien on the Equipment and on all additions, attachments, accessions, that are considered to be an integral part of the equipment, and substitutions thereto, and on any proceeds there from. Lessee agrees to execute such additional documents, in form satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain its security interest in the Equipment. Lessee hereby authorizes the filing of financing statements under the Uniform Commercial Code in connection with the security interest granted hereunder.

Section 5.03. Personal Property. Lessor and Lessee agree that the Equipment is and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to real estate or any building thereon. Upon the request of Lessor, Lessee will, at Lessee's expense, furnish a waiver of any interest in the Equipment from any party having an interest in any such real estate or building.

Section 5.04. Option to Purchase. Lessee shall have the option to purchase Lessor's interest in all (but not less than all) of the Equipment described in any Schedule, upon giving written notice to Lessor at least 60 (but not more than 180) days before the date of purchase, at the following times and upon the following terms:

(a) On the date of the last Rental Payment set forth in that Schedule (assuming this Agreement is renewed at the end of the Original Term and each Renewal Term), if the Agreement is still in effect on such day, upon payment in full to Lessor of the Rental Payments and all other amounts then due under that Schedule plus One Dollar;

- (b) On the last day of the Original Term or any Renewal Term then in effect, upon payment in full to Lessor of the Rental Payments and all other amounts then due under that Schedule plus the then applicable Purchase Price set forth in that Schedule; or
- (c) In the event of substantial damage to or destruction or condemnation of substantially all of the Equipment listed in that Schedule on the day specified in Lessee's written notice to Lessor of its exercise of the purchase option upon payment in full to Lessor of the Rental Payments and all other amounts then due under that Schedule plus the then applicable Purchase Price set forth in that Schedule.

ARTICLE VI. DELIVERY, MAINTENANCE; MODIFICATION; TAXES; INSURANCE AND OTHER CHARGES

Section 6.01. <u>Delivery, Installation and Acceptance of Equipment.</u> Lessee shall order the Equipment, cause the Equipment to be delivered and installed at the locations specified in the Schedules and pay any and all delivery and installation costs in connection therewith. When the Equipment listed in any Schedule has been delivered and installed, Lessee shall immediately accept such Equipment and evidence said acceptance by executing and delivering to Lessor an acceptance certificate in the form attached hereto as Exhibit D.

Section 6.02. Location; Inspection. Once installed, no item of the Equipment will be moved from the location specified for it in the Schedule on which that item is listed without Lessor's consent, which consent shall not be unreasonably withheld. Lessor shall have the right at all reasonable times during regular business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

Section 6.03. Maintenance of Equipment by Lessee. Lessee agrees that at all times during the Lease Term Lessee will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment in good repair, working order and condition, and that Lessee will from time to time make or cause to be made all necessary and proper repairs, replacements and renewals. Lessor shall have no responsibility in any of these matters, or for the making of improvements or additions to the Equipment.

Section 6.04. Liens, Taxes, Other Governmental Charges and Utility Charges. Lessee shall keep the Equipment free of all liens, charges and encumbrances except those created by this Agreement. The parties to this Agreement contemplate that the Equipment will be used for a governmental or proprietary purpose of Lessee and, therefore, that the Equipment will be exempt from all taxes presently assessed and levied with respect to personal property. In the event that the use, possession or acquisition of the Equipment is found to be subject to taxation in any form (except for income taxes of Lessor), Lessee will pay, as the same respectively come due, all taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Equipment and any equipment or other property acquired by Lessee in substitution for, as a renewal or replacement of, or a modification, improvement or addition to the Equipment, as well as all gas, water, steam, electricity, heat, power, telephone, utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Equipment; provided that, with respect to any governmental charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as have accrued during the Lease Term.

Section 6.05. Provisions Regarding Insurance. At its own expense, Lessee shall maintain (a) casualty insurance insuring the Equipment against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State, and any other risks reasonably required by Lessor, in an amount at least equal to the then applicable Purchase Price of the Equipment, (b) liability insurance that protects Lessor from liability in all events in form and amount satisfactory to Lessor and (c) workers' compensation coverage as required by the laws of the State; provided that, with Lessor's prior written consent, Lessee may self-insure against the risks described in clauses (a) and (b). All insurance proceeds from casualty losses shall be payable as hereinafter provided. Lessee shall fumish to Lessor certificates evidencing such coverage throughout the Lease Term. All such casualty and liability insurance shall be with insurers that are acceptable to Lessor, shall name Lessor as a loss payee and an additional insured, respectively, and shall contain a provision to the effect that such insurance shall not be canceled or modified materially without first giving written notice thereof to Lessor at least 30 days in advance of such cancellation or modification. All such casualty insurance shall contain a provision making any losses payable to Lessee and Lessor as their respective interests may appear.

Section 6.06. Advances. In the event Lessee shall fail to maintain the full insurance coverage required by this Agreement or shall fail to keep the Equipment in good repair and operating condition, Lessor may (but shall be under no obligation to) purchase the required insurance and pay the premiums on the same or may make such repairs or replacements as are necessary and provide for payment thereof; and all amounts so advanced therefore by Lessor shall constitute additional rent for the then-current Original Term or Renewal Term, and Lessee covenants and agrees to pay such amounts so advanced by Lessor with interest thereon from the date advanced until paid at the rate of 18% per annum or the maximum interest rate permitted by law, whichever is less.

ARTICLE VII. DAMAGE, DESTRUCTION AND CONDEMNATION: USE OF NET PROCEEDS

Section 7.01. Risk of Loss. Lessee is responsible for the entire risk of loss of or damage or destruction to the Equipment. No such loss, damage or destruction shall relieve Lessee of any obligation under this Agreement or any Lease.

Section 7.02. Damage. Destruction and Condemnation. If (a) the Equipment listed on any Schedule or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty or (b) title to, or the temporary use of, the Equipment or any part thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award to be applied to the prompt replacement, repair, restoration, modification or improvement of that Equipment, unless Lessee shall have exercised its option to purchase that Equipment pursuant to Section 5.04. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee.

Section 7.03. Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any replacement, repair, restoration, modification or improvement referred to in Section 7.02, Lessee shall either complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds, unless Lessee, pursuant to Section 5.04, purchases Lessor's interest in the Equipment destroyed, damaged or taken and any other Equipment listed in the same Schedule. The amount of the Net Proceeds, if any, remaining after completing such repair, restoration, modification or improvement or after purchasing Lessor's interest in the Equipment shall be retained by Lessee. If Lessee shall make any payments pursuant to this Section, Lessee shall not be entitled to any reimbursement therefor from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Article IV.

ARTICLE VIII. DISCLAIMER OF WARRANTIES; VENDOR'S WARRANTIES; USE OF THE EQUIPMENT

Section 8.01. Disclaimer of Warranties. LESSEE HAS SELECTED THE EQUIPMENT AND THE VENDORS. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF THE EQUIPMENT, OR WARRANTY OR REPRESENTATION WITH RESPECT THERETO. In no event shall Lessor be liable for an incidental, indirect, special or consequential damage in connection with or arising out of this Agreement or the existence, furnishing, functioning or Lessee's use of any item or products or service provided for in this Agreement.

Section 8.02. Vendor's Warranties. Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Lease Term, so long as Lessee shall not be in default hereunder, to assert from time to time whatever claims and rights, including warranties of the Equipment, which Lessor may have against the Vendor of the Equipment. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against the Vendor of the Equipment, and not against Lessor, nor shall such matter have any effect whatsoever on the rights and obligations of Lessor with respect to this Agreement, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made, no representation or warranties whatsoever as to the existence or availability of such warranties of the Vendor of the Equipment.

Section 8.03. Use of the Equipment. Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects (including, without limitation, with respect to the use, maintenance

and operation of each item of the Equipment) with all laws of the jurisdictions in which its operations involving any item of Equipment may extend and any legislative, executive, administrative or judicial body exercising any power or jurisdiction over the items of the Equipment; provided, however, that Lessee may contest in good faith the validity or application of any such law or rule in any reasonable manner which does not, in the opinion of Lessor, adversely affect the title of Lessor in and to any of the items of the Equipment or its interest or rights under this Agreement.

Section 8.04. Essential Nature of the Equipment. Lessee confirms and affirms that the Equipment is essential to the function of Lessee and the services provided to its citizens, that there is an immediate need for the Equipment which is not temporary or expected to diminish in the foreseeable future, and that Lessee will use substantially all the Equipment for the purpose of performing one or more governmental or proprietary functions consistent with the permissible scope of its authority.

ARTICLE IX. ASSIGNMENT, SUBLEASING, INDEMNIFICATION, MORTGAGING AND SELLING

Section 9.01. Assignment by Lessor. Lessor's interest in, to and under this Agreement, any Lease and the Equipment may be assigned and reassigned in whole or in part to one or more assignees by Lessor at any time subsequent to its execution. Lessee hereby agrees to maintain a written record of each such assignment in form necessary to comply with Section 149(a) of the Code. No such assignment shall be binding on Lessee until it has received written notice from Lessor of the assignment disclosing the name and address of the assignee. Lessee agrees to execute all documents, including chattel mortgages or financing statements that may be reasonably requested by Lessor or any assignee to protect its interests in the Equipment and in this Agreement. Lessee shall not have the right to and shall not assert against any assignee any claim, counterclaim, defense, set-off or other right Lessee may from time to time have against Lessor.

Section 9.02. Assignment and Subleasing by Lessee. None of Lessee's interest in, to and under this Agreement and in the Equipment may be sold, assigned or encumbered by Lessee without the prior written consent of Lessor.

Section 9.03. Release and Indemnification Covenants. To the extent permitted by law, Lessee shall indemnify, protect, hold harmless, save and keep harmless Lessor from and against any and all liabilities, obligations, losses, claims and damages whatsoever, regardless of cause thereof, and all expenses in connection therewith (including, without limitation, counsel fees and expenses, penalties connected therewith imposed on interest received) arising out of or as (a) result of the entering into of this Agreement, (b) the ownership of any item of the Equipment, (c) the manufacture, ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Equipment, (d) or any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury to or death to any person, and/or (e) the breach of any covenant herein or any material misrepresentation contained herein. The indemnification arising under this paragraph shall continue in full force and effect notwithstanding the full payment of all obligations under this Agreement or the termination of the Lease Term for any reason.

ARTICLE X. EVENTS OF DEFAULT AND REMEDIES

Section 10.01. Events of Default Defined. Subject to the provisions of Section 4.06, any of the following events shall constitute an "Event of Default" under any Lease:

- (a) Failure by Lessee to pay any Rental Payment or other payment required to be paid under that Lease at the time specified in that Lease;
- (b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed under that Lease, other than as referred to in subparagraph (a) above, for a period of 30 days after written notice specifying such failure and requesting that it be remedied is given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided that, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;
- (c) Any statement, representation or warranty made by Lessee in or pursuant to that Lease or its execution, delivery or performance shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made;
- (d) Any provision of that Lease shall at any time for any reason cease to be valid and binding on Lessee, or shall be declared to be null and void, or the validity or enforceability thereof shall be contested by Lessee or any governmental agency or authority if the loss of such provision would materially adversely affect the rights or security of Lesser, or Lessee shall deny that it has any further liability or obligation under that Lease.
- (e) Lessee shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization or insolvency proceeding; or
- (f) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator of Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of 30 consecutive days.

Section 10.02. Remedies on Default. Whenever any Event of Default under any Lease exists, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

- (a) By written notice to Lessee, declare all Rental Payments and other amounts payable by Lessee under that Lease to the end of the then current Original Term or Renewal Term to be due;
- (b) With or without terminating that Lease, Lessor may, upon 5 days written notice to Lessee, enter the premises where any Equipment that is subject to that Lease is located and retake possession of that Equipment or require Lessee at Lessee's expense to promptly return any or all of the Equipment to the possession of Lessor at such place within the United States as Lessor shall specify, and sell or lease the Equipment or, for the account of Lessee, sublease the Equipment, continuing to hold Lessee liable for the difference between (i) the Rental Payments and other amounts payable by Lessee under that Lease plus the then-applicable Purchase Price for that Equipment and (ii) the net proceeds of any such sale, leasing or subleasing (after deducting all expenses of Lessor in exercising its remedies under this Agreement, including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing the Equipment and all brokerage, auctioneers' and attorneys' fees) provided that the amount of Lessee's liability under this subparagraph (b) shall not exceed the Rental Payments and other amounts otherwise due under that Lease plus the remaining Rental Payments and other amounts payable by Lessee under that Lease to the end of the then current Original Term or Renewal Term; and
- (c) Lessor may take whatever action at law or in equity may appear necessary or desirable to enforce its rights under that Lease or as the owner of any or all of the Equipment that is subject to that Lease.

In addition, whenever an Event of Default exists with respect to any Rental Payment required by a particular Schedule or with respect to any other payment, covenant, condition, agreement, statement, representation or warranty set forth in that Schedule or applicable to that Schedule or the Equipment listed therein, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

- (a) By written notice to Lessee, Lessor may declare all Rental Payments payable by Lessee pursuant to that Schedule and other amounts payable by Lessee under this Agreement to the end of the then current Original Term or Renewal Term to be due;
- (b) With or without terminating that Schedule, Lessor may, upon 5 days written notice to Lessee, enter the premises where the Equipment listed in that Schedule is located and retake possession of that Equipment or require Lessee at Lessee's expense to promptly return any or all of that Equipment to the possession of Lessor at such place within the United States as Lessor shall specify, and sell or lease that Equipment or, for the account of Lessee, sublease that Equipment, continuing to hold Lessee liable for the difference between (i) the Rental Payments payable by

In addition to the remedies specified above, Lessor may charge interest on all amounts due to it at the rate of 18% per annum or the maximum amount permitted by law, whichever is less. The exercise of any such remedies respecting any such Event of Default shall not relieve Lessee of any other liabilities under any other Schedules, this Agreement related to any other Schedule or the Equipment listed therein.

Section 10.03. No Remedy Exclusive. No remedy conferred upon or reserved to Lessor by this Article is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this lease. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof but any such right and power may be exercised from time to time and as often as may be deemed expedient by Lessor or its assignee.

Section 10.04. Agreement to Pay Attorneys' Fees and Expenses. If Lessee should default under any of the provisions hereof and Lessor should employ attorneys or incur other expenses for the collection of moneys or for the enforcement of performance or observance of any obligation or agreement on the part of Lessee contained in this Agreement, Lessee agrees, to the extent it is permitted by law to do so, that it will, if assessed by a court of competent jurisdiction, pay to Lessor the reasonable fees of those attorneys and other reasonable expenses so incurred by Lessor.

Section 10.05. Application of Moneys. Any net proceeds from the exercise of any remedy hereunder (after deducting all expenses of Lessor in exercising such remedies including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing Equipment and all brokerage, auctioneer's or attorney's fees) shall be applied as follows:

(a) If such remedy is exercised solely with respect to a single Schedule, Equipment listed in that Schedule or rights under the Agreement related to that Schedule, then to amounts due pursuant to that Schedule and other amounts related to that Schedule or that Equipment.

(b) If such remedy is exercised with respect to more than one Schedule, Equipment listed in more than one Schedule or rights under the Agreement related to more than one Schedule, then to amounts due pursuant to those Schedules pro rata.

ARTICLE XI. MISCELLANEOUS

Section 11.01. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business.

Section 11.02 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns. The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written instrument signed by the Lessor and the Lessee; nor shall any such amendment that affects the rights of Lessor's assignee be effective without such assignee's consent. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 11.03. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

Section 11.04. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 11.06, Execution in Counterparts; Chattel Paper. This Agreement, including in writing each Schedule, may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument; except (1) to the extent that various Schedules and this Agreement as it relates thereto constitutes separate Leases as provided in this Agreement and (2) that Lessor's interest in, to and under any Schedule and the Agreement as it relates to that Schedule, and the Equipment listed in that Schedule may be sold or pledged only by delivering possession of the original counterpart of that Schedule marked "Counterpart No. 1," which Counterpart No. 1 shall constitute chattel paper for purposes of the Uniform Commercial Code.

Section 11.07. Usury. The parties hereto agree that the charges in this Agreement and any Lease shall not be a violation of usury or other law. Any such excess charge shall be applied in such order as to conform this Agreement and such Lease to such applicable law.

Section 11.08. Jury Trial Waiver, TO THE EXTENT PERMITTED BY LAW, LESSEE AGREES TO WAIVE ITS RIGHT TO A TRIAL BY JURY.

Section 11.09. Facsimile Documentation. Lessee agrees that a facsimile copy of this Agreement or any Lease with facsimile signatures may be treated as an original and will be admissible as evidence of this Agreement or such Lease.

Section 11.10. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Agreement to be executed in their names by their duly authorized representatives as of the date first above written.

Lease No. 0912MTAY

| LESSEE: Taylor County Board of Commissioners By X DWW DWW | Just the |
|--|---|
| Title Jack Brown, County Administrator | Dustin Hinkle, Assistant County Administrator |
| Date x 9/26/2013 | |
| LESSOR: Musco Finance, LLC | |
| Ву | |
| Title Bob Drost, Finance Manager | |
| Date | |
| | |

ADDITIONAL AUTHORIZED SIGNERS

In addition to the signers of the Lease Agreement, the Lessee also approves the following individuals as authorized signers that may verify receipt, delivery and good condition of all the Equipment described in this Lease and accepts the Equipment in accordance with the terms and conditions of this Lease and authorizes payment to the vendor; and agrees that Lessor has fully and satisfactorily performed all covenants and conditions to be performed by under the Lease.

| Additional Signer: X | Additional Signer: X |
|----------------------|----------------------|
| Title: X | Title: X |

EXHIBIT A

SCHEDULE OF EQUIPMENT NO. 01

COUNTERPART NO. 1

LESSOR'S INTEREST IN, TO AND UNDER THIS SCHEDULE AND THE AGREEMENT AS IT RELATES TO THIS SCHEDULE MAY BE SOLD OR PLEDGED ONLY BY DELIVERING POSSESSION OF COUNTERPART NO. 1 OF THIS SCHEDULE, WHICH COUNTERPART NO. 1 SHALL CONSTITUTE CHATTEL PAPER FOR PURPOSES OF THE UNIFORM COMMERCIAL CODE.

He: Master Equipment Lease Purchase Agreement, dated as of 9/12/2013, between Musco Finance, LLC, as Lessor, and Taylor County Board of Commissioners, as Lessee.

- Defined Terms. All terms used herein have the meanings ascribed to them in the above-referenced Master Equipment Lease Purchase Agreement (the "Master Equipment Lease").
- Equipment. The Equipment included under this Schedule of Equipment is comprised of the items described in the Equipment Description
 attached hereto as Attachment 1, together with all replacements, substitutions, repairs, restorations, modifications, attachments, accessions,
 additions and improvements thereof or thereto.
- Payment Schedule. The Rental Payments and Purchase Prices under this Schedule of Equipment are set forth in the Payment Schedule attached as Attachment 2 hereto.
- Representations, Warranties and Covenants. Lessee hereby represents, warrants, and covenants that its representations, warranties and
 covenants set forth in the Agreement are true and correct as though made on the date of commencement of Rental Payments on this
 Schedule.
- 5. Certification as to Arbitrage and Tax Covenants. Lessee hereby represents as follows:
 - (a) The estimated total costs of the Equipment listed in this Schedule will not be less than the total principal portion of the Rental Payments listed in this Schedule.
 - (b) The Equipment listed in this Schedule has been ordered or is expected to be ordered within six months of the commencement of this Schedule and the Equipment is expected to be delivered and installed, and the Vendor fully paid, within one year from the commencement of this Schedule.
 - (c) Lessee has not created or established, and does not expect to create or establish, any sinking fund or other similar fund (i) that is reasonably expected to be used to pay the Rental Payments listed in this Schedule, or (ii) that may be used solely to prevent a default in the payment of the Rental Payments listed in this Schedule.
 - (d) The Equipment listed in this Schedule has not been and is not expected to be sold or otherwise disposed of by Lessee, either in whole or in major part, prior to the last maturity of the Rental Payments listed in this Schedule.
 - (e) To the best of our knowledge, information and belief, the above expectations are reasonable.
 - (f) Lessee has not been notified of any listing or proposed listing of it by the Internal Revenue Service as an issuer whose arbitrage certificates may not be relied upon.
- 6. The Master Equipment Lease. This Schedule is hereby made as part of the Master Equipment Lease and Lessor and Lessoe hereby ratify and confirm the Master Equipment Lease. The terms and provisions of the Master Equipment Lease (other than to the extent that they relate solely to other Schedules or Equipment listed on other Schedules) are hereby incorporated by reference and made a part hereof.
- 7. Certificate of "Qualified Tax-Exempt Obligation" By Lessee. Lessee hereby designates the Lease as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Code. The aggregate face amount of all tax-exempt obligations (excluding private activity bonds other than qualified 501(c)(3) bonds) issued or to be issued by Lessee and all subordinate entities thereof during the Issuance Year is not reasonably expected to exceed \$30,000,000. Lessee hereby covenants that Lessee and all subordinate entities thereof will not issue in excess of \$30,000,000 of qualified tax-exempt obligations (including the Lease but excluding private activity bonds other than qualified 501(c)(3) bonds) during the Issuance Year without first obtaining an opinion of nationally recognized counsel in the area of tax-exempt municipal obligations acceptable to Lessor that the designation of the Lease as a "qualified tax-exempt obligation" will not be adversely affected.
- 8. Other Provisions.

| Lease Number: 0912MTAY | \wedge |
|--|---|
| LESSEE: Taylor County Board of Commissioners By X | ht wil |
| Title Jack Brown, County Adminstrator | Dustin Hinkle, Assistant County Administrator |
| Date x 9/26/2013 | |
| LESSOR: Musco Finance, LLC | |
| Ву | |
| Title Bob Drost, Finance Manager | |
| Date | |

ATTACHMENT 1

EQUIPMENT DESCRIPTION

Description

Musco's Light-Structure Green system consisting of (43) 1500 watt metal halide fixtures, (7) galvanized steel poles; (7) pre-cast concrete bases; and (1) Control-Link Control & Monitoring System Cabinet

ATTACHMENT 2 PAYMENT SCHEDULE

RE: Municipal Lease Purchase Agreement between Musco Finance, LLC as Lessor and Taylor County Board of Commissioners as Lessee dated 9/12/2013.

Lease Number: 0912MTAY

Commencement Date: 10/7/2013

Interest Rate: 3.95%

Cost of Equipment: \$264,087.00

AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year

| Payment Number | Payment Date | Payment Amount | Interest Portion | Principal Portion | Early Termination Purchase Option |
|-------------------|-----------------|-------------------|---------------------|----------------------|-----------------------------------|
| 1 | 10/7/2013 | \$66,000.00 | \$0.00 | \$66,000.00 | \$198,087.00 |
| 2 | 10/7/2014 | \$71,410.58 | \$7,967.66 | \$63,442.92 | \$134,644.08 |
| 3 | 10/7/2015 | \$71,410.58 | \$5,415.79 | \$65,994.79 | \$68,649.29 |
| 4 | 10/7/2016 | \$71,410.58 | \$2,761.29 | \$68,649.29 | \$0.00 |
| Grand Totals | | \$280,231.74 | \$16,144.74 | \$264,087.00 | |

LESSEE: Taylor County Board of Commissioners

Title Jack Brown, County Adminstrator

- 9/26/2013

EXHIBIT B

MUNICIPAL CERTIFICATE

| l, h | the undersigned, the duly appointed, qualified and acting County Engineer of the above captioned Lessee do ereby certify this X day of X , 20 X , as follows: |
|-------------|---|
| (1 | Lessee did, at a meeting of the governing body of the Lessee held on X, 20 X, by motion duly made, seconded and carried, in accordance with all requirements of law, approve and authorize the execution and delivery of the above-referenced Schedule of Equipment No. 01(the "Schedule") on its behalf by the following named representative of the Lessee, to witness: |
| | ack Brown County Administrator |
| P | rinted Name of Person Executing the Lease Title |
| / | $\bigcap RR$ |
| × | full () () |
| 5 | gnature of Person Executing the Lease |
| | |
| (2 |) The above-named representative of the Lessee held at the time of such authorization and holds at the |
| 15 | present time the office set forth above. The meeting of the governing body of the Lessee at which the Schedule was approved and authorized to be |
| ,, | executed was duly called, regularly convened and attended throughout by the requisite majority of the |
| | members thereof or by other appropriate official approval and that the action approving the Schedule and |
| | authorizing the execution thereof has not been altered or rescinded. |
| (4 |) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default (as such term is defined in the above-referenced Master Equipment Lease Purchase |
| | Agreement) exists at the date hereof. |
| (5 |) All insurance required in accordance with the above-referenced Master Equipment Lease Purchase |
| 16 | Agreement is currently maintained by the Lessee.) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for |
| (0 | the current budget year to make the Rental Payments scheduled to come due during the Original Term and to |
| | meet its other obligations for the Original Term (as such terms are defined in the above referenced Master |
| ,- | Equipment Lease Purchase Agreement) and such funds have not been expended for other purposes. |
| (7 | The fiscal year of Lessee is from X to X |
| | |
| | |
| | SS WHEREOF, I hereunto set my hand and the seal of the governing body of the Lessee the day and year first |
| bove wri | leii. |
| | |
| aylor Co | ounty Board of Commissioners |
| By K | en the Day |
| D <u>у.</u> | |
| itle Ken | neth Dudley, County Engineer |
| ilhara = | Constitute and the fe endlitter to the time electricis on the Mantai Confirmant Leas Alburgham Administration |

*Above signature must be in addition to the two signatures on the Master Equipment Lease Furchase Agreement. This person must be authorized by the governing body to execute the documents on behaling the Municipality.

The Bishop Law Firm, P.A. Attorneys at Law

CONRAD C. BISHOP, JR. CONRAD C. "SONNY" BISHOP, III STEPHEN F. "BUDDY" MURPHY

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

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

September 26, 2013

Musco Finance, LLC 100 1st Avenue West Oskaloosa, IA 52577

Gentlemen:

As legal counsel to Taylor County Board of Commissioners (the "Lessee"), I have examined (a) an executed counterpart of a certain Master Equipment Lease Purchase Agreement, dated as of 9/12/2013, and Exhibits thereto by and between Musco Finance, LLC (the "Lessor") and Lessee, Schedule of Equipment No. 01, dated 9/12/2013, by and between Lessor and Lessee, which, among other things, provides for the lease to with option to purchase by the Lessee of certain property listed in the Schedule (the "Equipment"), (b) an executed counterpart of the ordinances or resolutions of Lessee which, among other things, authorizes Lessee to execute the Agreement and (c) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinions.

Based on the foregoing, I am of the following opinions:

- (1) Lessee is a political subdivision of the State of Florida, duly organized and existing under the laws of the State, and has a substantial amount of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) police power;
- (2) Lessee has the requisite power and authority to lease the Equipment with an option to purchase and to execute and deliver the Agreement and to perform its obligations under the Agreement;
- (3) The Agreement and the other documents either attached thereto or required therein have been duly authorized, approved and executed by and on behalf of Lessee and the Agreement and other documents either attached thereto or required therein are the valid and binding obligations of Lessee enforceable in accordance with their terms;
- (4) The authorization, approval and execution of the Agreement and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable state or federal laws; and
- (5) There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Agreement or the security interest of Lessor or its assigns, as the case may be, in the Equipment.
- (6) The signatures of the officers which appear on the Agreement are true and genuine; I know said officers and know them to hold the offices set forth below their names.

- (7) No further approval, consent or withholding of objection is required from any federal, state or local governmental authority with respect to the entering into or performance by the Lessee of the Lease and the transaction contemplated thereby.
- (8) The Equipment leased pursuant to the Agreement constitutes personal property and when subjected to use by Lessee will not be or become fixtures under applicable law.
- (9) The County is a political subdivision within the meaning of Section 103 of the Internal Revenue Code of 1986 as amended and the related regulations and rulings.
- (10) The leasing of the Equipment pursuant to the Agreement is exempt from all sales and use taxes against either the Lessor or the Lessee during the term of the Lease pursuant to the Agreement and the Equipment will be exempt from all state and local personal property or other advalorem taxes.

All capitalized terms herein shall have the same meanings as in the foregoing Agreement unless otherwise provided herein. Lessor, its successors and assigns, and any counsel rendering an opinion on the tax-exempt status of the interest components of the Rental Payments are entitled to rely on this opinion.

Respectfully,

Conrad C. Bishop, Jr.

Date: 9/24/13

CCB/kp

Cc: Hon. Annie Mae Murphy

Mr. Jack Brown Mr. Dustin Hinkel

EXHIBIT C

OPINION OF LESSEE'S COUNSEL

(Must be re-typed onto attorney's letterhead)

Lessee: Taylor County Board of Commissioners

Musco Finance, LLC 100 1st Avenue West Oskaloosa, IA 52577

Gentlemen:

As legal counsel to Taylor County Board of Commissioners (the "Lessee"), I have examined (a) an executed counterpart of a certain Master Equipment Lease Purchase Agreement, dated as of 9/12/2013, and Exhibits thereto by and between Musco Finance, LLC (the "Lessor") and Lessee, Schedule of Equipment No. 01, dated 9/12/2013, by and between Lessor and Lessee, which, among other things, provides for the lease to with option to purchase by the Lessee of certain property listed in the Schedule (the "Equipment"), (b) an executed counterpart of the ordinances or resolutions of Lessee which, among other things, authorizes Lessee to execute the Agreement and (c) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinions.

Based on the foregoing, I am of the following opinions:

- (1) Lessee is a public body corporate and politic, duly organized and existing under the laws of the State, and has a substantial amount of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) police power;
- (2) Lessee has the requisite power and authority to lease the Equipment with an option to purchase and to execute and deliver the Agreement and to perform its obligations under the Agreement;
- (3) The Agreement and the other documents either attached thereto or required therein have been duly authorized, approved and executed by and on behalf of Lessee and the Agreement and other documents either attached thereto or required therein are the valid and binding obligations of Lessee enforceable in accordance with their terms:
- (4) The authorization, approval and execution of the Agreement and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable state or federal laws; and
- (5) There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Agreement or the security interest of Lessor or its assigns, as the case may be, in the Equipment.
- (6) The signatures of the officers which appear on the Agreement are true and genuine; I know said officers and know them to hold the offices set forth below their names.
- (7) No further approval, consent or withholding of objection is required from any federal, state or local governmental authority with respect to the entering into or performance by the Lessee of the Lease and the transaction contemplated thereby.
- (8) The Equipment leased pursuant to the Agreement constitutes personal property and when subjected to use by Lessee will not be or become fixtures under applicable law.
- (9) The Municipality is a political subdivision within the meaning of Section 103 of the Internal Revenue Code of 1986 as amended and the related regulations and rulings.
- (10) The leasing of the Equipment pursuant to the Agreement is exempt from all sales and use taxes against either the Lessor or the Lessee during the term of the Lease pursuant to the Agreement and the Equipment will be exempt from all state and local personal property or other ad valorem taxes.

All capitalized terms herein shall have the same meanings as in the foregoing Agreement unless otherwise provided herein. Lessor, its successors and assigns, and any counsel rendering an opinion on the tax-exempt status of the interest components of the Rental Payments are entitled to rely on this opinion.

| Signature of Attorney | Date |
|-----------------------|------|

EXHIBIT D

ACCEPTANCE CERTIFICATE

Musco Finance, LLC 100 1st Avenue West Oskaloosa, IA 52577

Ladies and Gentlemen:

Re: Schedule of Equipment No. 01, dated 9/12/2013, to Master Equipment Lease Purchase Agreement, dated as of 9/12/2013, between Musco Finance, LLC, as Lessor, and Taylor County Board of Commissioners, as Lessee

In accordance with the Master Equipment Lease Purchase Agreement (the "Agreement"), the undersigned Lessee hereby certifies and represents to, and agrees with Lessor as follows:

- (1) All of the Equipment (as such term is defined in the Agreement) listed in the above-referenced Schedule of Equipment (the "Schedule") has been delivered, installed and accepted on the date hereof.
- (2) Lessee has conducted such inspection and/or testing of the Equipment listed in the Schedule as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
- (3) Lessee is currently maintaining the insurance coverage required by Section 6.05 of the Agreement.
- (4) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Agreement) exists at the date hereof.

| I FSSFF: | Jaylor County Board of Commissioners | |
|-------------|--------------------------------------|---|
| | 1 | |
| Ву X | pus R Bon | |
| Title Jac | k Brown, County Administrator | _ |
| Date X | 9/26/2013 | |

INSURANCE COVERAGE REQUIREMENTS

Lessee: Taylor County Board of Commissioners

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|---|-------|-------|-----|--------|-------|-----------|
| г | ICASE | HIGHR | | OI UIG | IUIIU | 77 II I W |

() 1. In accordance with Section 6.05 of the Agreement, we have instructed the insurance agent named below to

| Insurance Company N | lame: x | | |
|---------------------|---------|----------|--|
| Agents Name: x | | | |
| Address: x | | | |
| City: x | State x | Zip: x | |
| Phone: x | Fax: x | Email: x | |

issue to:

Musco Finance, LLC, and/or its assigns 100 1st Avenue West Oskaloosa, IA 52577

on the following equipment:

Musco's Light-Structure Green system consisting of (43) 1500 watt metal halide fixtures, (7) galvanized steel poles; (7) pre-cast concrete bases; and (1) Control-Link Control & Monitoring System Cabinet with a total acquisition cost of \$264,087.00.

a. Risk Physical Damage Insurance on the leased equipment evidenced by a Certificate of Insurance and Long Form Loss Payable Clause naming "Musco Finance, LLC, and/or its assigns" as loss payee with the following coverage required:

Full Replacement Value

b. Public Liability Insurance evidence by a Certificate of Insurance naming "Musco Finance, LLC, and/or its assigns" as an additional Insured with the following minimum coverage required:

\$500,000.00 per person \$1,000,000.00 aggregate bodily injury liability \$300,000.00 property damage liability

 2. Pursuant to Section 6.05 of the Agreement, we are self-insured for all risk, physical damage, and public liability and will provide proof of such self-insurance in letter form, together with a copy of the statute authorizing this form of insurance.

Proof of insurance coverage will be provided to Musco Finance, LLC prior to the time the Equipment is delivered to us.

| Taylor County Board of Commissioners | |
|--|--|
| By X John K (Son | |
| Title Jack Brown, County Administrator | |
| Date X 9/26/2013 | |

Date: September 6, 2013

Project Name: Taylor County Sports Complex Phase 3

Project #: 146863

SELLER NAME AND ADDRESS:

Musco Sports Lighting, LLC ("Musco") 100 1st Avenue West / PO Box 808

Oskaloosa, IA 52577

Attn:

Crystal Sayaxang

Email:

crystal.sayaxang@musco.com

Telephone: 800-825-6020 ext. 2078

Fax:

641-673-4852

OWNER NAME AND ADDRESS:

Taylor County

201 East Green Street

Perry, FL 32347

Attn:

Jack R. Brown

Email:

jack.brown@taylorcountygov.com

Fax:

Telephone: 850-838-3500 850-838-3501

WARRANTY CONTACT:

Taylor County 201 East Green Street

Perry, FL 32347

Attn:

Jack R. Brown

Email:

jack.brown@taylorcountygov.com

Fax:

Telephone: 850-838-3500 850-838-3501

BUYER NAME AND ADDRESS:

Taylor County (the "Buyer")

201 East Green Street

Perry, FL 32347

Attn:

Jack R. Brown

Email:

jack.brown@taylorcountygov.com

Telephone: 850-838-3500 Fax:

850-838-3501

SHIPPING LOCATION AND ADDRESS:

Taylor County Sports Complex

1685 North US 19 Perry, FL 32347

Attn:

Jonathan Knisley, M. Gay Constructors

Email: jonathan@mgclighting.com

Telephone: 904-714-4001

FACILITY NAME AND ADDRESS: 6.

Taylor County Sports Complex

1685 North US 19 Perry, FL 32347

EQUIPMENT DESCRIPTION - Musco shall sell, transfer and deliver to Buyer, and Buyer will 7. purchase, accept and pay for the following goods (the "Equipment") in accordance with the "Total Price" paragraph of this Agreement. Musco's lighting system consisting of:

- 7 pre-cast concrete bases
- 7 galvanized steel poles
- 43 1500 watt metal halide factory-aimed and assembled luminaires
- Poles A5 and A7 are each accommodated for 3 future fixtures
- Control-Link® Control & Monitoring System
- Lighting contactors
- Electrical component enclosures
- Pole length wire harnesses

Built to the following specifications:

- Ballast Input Voltage: 480
- Phase to Pole: 3 Phase
- Structural Integrity: Based upon FBC 2007, 120 mph
- **RESPONSIBILITIES OF THE BUYER** Details outlined on the attached Scope of Work.
- MUSCO SERVICES Musco agrees to provide design and layout for the lighting system. In addition to the purchase and sale of the Equipment, Musco agrees to provide, itself or through its subcontractors, the "Services") as detailed on the attached Scope of Work.
- 10. CONSTANT 25™ WARRANTY & MAINTENANCE PROGRAM (The "Warranty") Musco shall provide parts, labor and services as outlined in the Musco Constant 25 Warranty Agreement to maintain operation of lighting equipment included in the Equipment for a period of up to 25 years on the following terms:
 - Warranty service begins on the date of product shipment
 - Expiration date is 25 years from date of shipment, or once lamp usage is exceeded, whichever occurs first



Initials

@ 1999, 2012 Musco Sports Lighting, LLC • M-1010-enUS-14

Date: September 6, 2013

Project Name: Taylor County Sports Complex Phase 3

Project #: 146863

- Group relamps will take place at the end of the 5000-hour useful lamp life. If total usage hours
 are exceeded, owner will need to purchase additional relamps to continue the warranty
 through 25 years.
- Monitoring, Maintenance & Control Services
- Light levels shall be guaranteed for 25 years
- Energy consumption: System average 67.25 kW; System maximum 73.10 kW

| Area of Lighting | Constant Light Levels | Number of Group Relamps | Estimated Annual / 25 Year Estimated Usage Hours | Maximum Hours of Coverage for 25 Years |
|------------------|---------------------------------|----------------------------|--|--|
| Softball 5 | 50 FC Infield 30 FC Outfield | 1 | 300 / 7,500 | 10,000 |
| Softball 6 | 50 FC Infield 30 FC Outfield | 1 | 300 / 7,500 | 10,000 |

- 11. TOTAL PRICE Buyer will pay for the above-described Equipment and, if applicable, Services the Total Price of \$264,087.00 <u>plus applicable taxes</u>, payable as follows.
 - \$264,087.00 within 30 days from invoice date

Monthly progress invoicing and payments will apply.

Final payment shall not be withheld by Buyer on account of delays beyond the control of Musco.

Price includes delivery, unloading, and installation to the address indicated in item #4 of this Agreement. Price does not include sales tax.

Project is pending approval and mutual acceptance of finance package provided by Musco Finance, LLC (Lender). Credit approval by Lender must be complete prior to the order being released for production. Finance documents must be signed and returned to Lender prior to shipment. Deposit will be refunded in the event the Lender does not approve Buyer for financing.

Payments not paid when due are subject to a carrying charge for each month past due or will be prorated for the portion of the month there is an unpaid balance. Carrying charges shall accrue in the amount of one and one half percent (1½%) per month of any overdue unpaid balance, or the maximum rate permitted by law, whichever is less.

Buyer may not hold back or set off any amounts owed to Musco in satisfaction of any claims asserted by Buyer against Musco. No partial payment by Buyer shall constitute satisfaction of the entire outstanding balance of any invoice of Musco, notwithstanding any notation or statement accompanying that payment.

The Total Price was calculated utilizing parameters outlined in the project specifications. In the event soil conditions vary from those relied upon, or if the soil cannot be readily excavated, Buyer shall be responsible for Musco's additional associated costs, including but not limited to the cost of design, alternate foundations, additional materials, and labor.

| 12. | TAXES - Buyer shall pay all applicable state and local sales taxes, use or any similar tax invo appropriately by Musco. | | | | | | |
|-----|---|--|--|--|--|--|--|
| | Taxable Non-Taxable (Copy of resale or exemption certificate must be attached. Note: Just holding a sales tax permit does not, in and of itself, qualify for a non-taxable sale.) | | | | | | |
| 13. | ELIVERY - Normal delivery to the shipping address indicated above is 4 to 6 weeks after submittal approval or release of order, if later. If the Equipment is shipped in multiple lots, Musco shall repare a separate invoice for the price of the Equipment shipped at the time of each shipment, buyer shall pay the amount of each such invoice upon the same terms as set out in the "Total Price" aragraph of this Agreement. Equipment will be shipped after finance agreement is finalized between Buyer and Lender. | | | | | | |



_Initials

Date: September 6, 2013

Project Name: Taylor County Sports Complex Phase 3

Project #: 146863

All deliveries shall be made by means of a common carrier or some other reasonable means chosen by Musco. All risk of loss to Equipment sold shall pass to Buyer upon Musco's substantial completion of the Services.

Delivery is subject to Buyer maintaining credit satisfactory to Musco. Musco may suspend or delay performance or delivery at any time pending receipt of assurances, including full or partial prepayment or payment of any outstanding amounts owed adequate to Musco in its discretion, of Buyer's ability to pay. Failure to provide such assurances shall entitle Musco to cancel this contract without further liability or obligation to Buyer.

14. NO RETAINAGE/WARRANTY - Buyer acknowledges payment in full is required within the agreed terms. Warranty claims and back charges shall not be deducted from contract payments without prior approval of Musco's Warranty Department (800-825-6020). Musco's Equipment and its performance are sold subject to Musco's written warranty. The Warranty provided by Musco shall be in lieu of all other representations, warranties and conditions of any kind, in respect of the Equipment or the Services and Musco disclaims any other representation, warranty or condition whatsoever, whether written or oral, express or implied, statutory or otherwise, including, but not limited to, the implied warranties and conditions of merchantability and fitness for a particular purpose.

Buyer acknowledges that any warranty and/or maintenance guarantee contained within payment/performance bonds issued on Musco's behalf pursuant to this Agreement and the corresponding liability on behalf of the issuing surety shall apply only to the first 12 months of any warranty and/or maintenance obligation of Musco specified in the written Warranty to be delivered to Buyer. The balance of any warranty and/or maintenance obligation greater than 12 months shall be the sole responsibility of Musco and shall not be guaranteed by a third party.

- 15. EXCLUSION OF SPECIAL DAMAGES In no event shall Musco be liable for incidental, special or consequential damages, including without limitation lost revenues and profits, in respect of this Agreement or the Equipment and, if applicable, Services provided hereunder.
- 16. LIMITATIONS PERIOD Unless otherwise specified in the Warranty to be delivered to Buyer, any action or proceeding against Musco arising out of or relating to the Equipment or Services will be forever barred unless commenced within the earlier of: (a) one (1) year after delivery of the Equipment or if applicable, completion of the Services; or (b) the period prescribed by the applicable statute of limitation or repose.
- 17. SECURITY AGREEMENT In consideration of the promises contained herein, Buyer hereby grants and conveys to Musco, to secure payment and performance of all obligations in full, a purchase money security interest in the Equipment, including all repairs, replacements and accessions thereto and proceeds thereof (collectively referred to as the "Secured Property"). Buyer hereby irrevocably authorizes Musco at any time to register in any registration office in any province (including personal property registries and if applicable, land titles or real property registries) any initial financing statements, financing change statements, notices of security interest or other documents relating to this security interest or this transaction. Buyer further agrees to promptly furnish any information requested by Musco to effectuate the terms of this Agreement. Buyer further agrees to execute any document reasonably required by Musco to perfect the security interest granted herein and to assure the preservation, priority and enforcement of such security interest. Buyer agrees that value has been given for this security interest and that the parties have not agreed to postpone the time for attachment of the security interest.
- 18. INSURANCE From and after delivery, regardless of the pending performance of the Services, until such time as Buyer has performed in full all obligations contained herein, Buyer shall maintain adequate insurance covering the Equipment in accordance with generally accepted business practices. Buyer shall name Musco as loss payee until such time as Buyer has performed in full all obligations contained herein.



initials

Date: September 6, 2013

Project Name: Taylor County Sports Complex Phase 3

Project #: 146863

- 19. DEFAULT Each of the following shall constitute a default ("Default") under this Agreement: a) failure to pay, in full, any payment when due hereunder; b) Buyer becomes the subject of a bankruptcy, receivership or insolvency proceeding; c) any warranty, representation or statement made or furnished to Musco by or on behalf of the Buyer proved to have been false in any material respect when made or furnished; d) loss, theft, damage, destruction or encumbrance to, or of, the Secured Property or the making of any levee, seizure or attachment thereof or thereon prior to payment in full; or e) the occurrence or non-occurrence of any event or events which causes Musco, in good faith, to deem itself insecure for any reason whatsoever.
- 20. REMEDIES UPON DEFAULT In the event of Default, Musco may, at its option, and without notice or demand: a) declare the entire unpaid balance owing hereunder due and payable at once; b) proceed to recover judgment for the entire unpaid balance due; c) exercise all rights provided to Musco under this Agreement, any applicable personal property security act (or similar legislation), at law or in equity including but not limited to entering the Buyer's premises and taking possession of the Secured Property. All the remedies described herein are cumulative, and may be exercised in any order by Musco. Buyer agrees to pay all costs (including reasonable attorney's fees and court costs) incurred by Musco in disposing of the Secured Property and collecting any amounts owing hereunder, and such costs shall be part of the obligations secured hereunder.
- 21. FORCE MAJEURE Musco shall not be liable for delays or failure to perform in respect of the Equipment or the Services due, directly or indirectly, to (i) causes beyond Musco's reasonable control, or (ii) acts of God or nature, acts (including failure to act) of any governmental authority, wars (declared or undeclared), strikes or other labor disputes, fires, and natural calamities (such as floods, earthquakes, storms, epidemics).

22. CONDITIONS OF AGREEMENT

- a. APPLICABLE LAW This Agreement shall be governed by the laws, including the Uniform Commercial Code, adopted in the State of Iowa as effective and in force on the date of this Agreement.
- b. EXPENSES/REMEDIES Buyer shall pay to Musco the reasonable expenses, including court costs, legal and administrative expenses and reasonable legal fees (on a solicitor and client basis), paid or incurred by Musco in endeavoring to collect amounts due from Buyer to Musco. It is further understood that if Buyer does not make a payment as due, Musco has the right to forward appropriate notices or claims on jobs with owners, bonding companies, general contractors, or the like, as deemed appropriate by Musco.
- c. ENTIRE AGREEMENT This Agreement, the written Warranty to be delivered to Buyer, and any invoice issued by Musco pursuant to this Agreement constitute the entire agreement between the parties and supersede all prior statements of any kind made by the parties or their representatives. No representative or employee of Musco has any authority to bind Musco to any term, representation or warranty other than those specifically included in this written Agreement or the written Warranty to be delivered to Buyer in connection with this Agreement. This Agreement may not be amended or supplemented except by written agreement executed by Musco and Buyer.
- d. ACCEPTANCE This Agreement is subject to the approval of Musco's Credit Department and the written acceptance of this Order by Musco.

| | _ | _ | |
|---|----------|---|--|
| Operational Date: | | | |
| Earliest date you expect product on site: | 10/14/13 | | |
| Latest date you expect product on site: | | | |

Please verify and complete the following information prior to signing:



Initials

| Date: September 6, 2013 | Project Name: Taylor County | Project #: 146863 | |
|------------------------------|--|-----------------------|--------|
| TAYLOR COUN | ЛY | MUSCO SPORTS LIGHTING | G, LLC |
| Acceptance | | Acceptance | |
| this 27th day | of SEDIEMBER 2013 | thisday of | , 20 |
| Signature | JACK R. BROWN COUNTY ADMINISTRATOR | Signature | |
| Jack R. Brown Name and Title | TAYLOR COUNTY, FL 201 E. GREEN ST. PERRY, FL 32347 | Name and Title | \ |



Light Structure Green™ Turnkey Scope of Work

Taylor County Sports Complex Phase 3

South Fields

Project # 146863

Owner Responsibilities:

- 1. Provide total access to the site and pole locations for construction. Equipment must be able to move from location to location on standard rubber tires no towing required.
- 2. Survey in pole locations and aiming points (one per field) for sighting in lighting cross-arms. Final grade elevations will also need to be marked if necessary.
- 3. Remove any trees, limbs, shrubs, etc. for total access to pole locations.
- 4. Provide area on site for disposal of spoils from foundation excavation.
- 5. Locate and mark existing underground utilities not covered by "One Call" and irrigation systems including sprinkler heads prior to excavation. Musco or Subcontractor will not be responsible for repairs to unmarked utilities.
- 6. Pay for any power company fees and requirements. (If necessary).
- 7. Pay for any and all building permit fees.
- 8. Additional charges will apply for foundation excavation and construction in non-standard soils (rock, caliche, high water table, collapsing holes, alluvial soils, etc.). Standard soils are defined as Class 5 soils in the 2010 edition of the Florida Building Code and can be excavated using standard earth auguring equipment.
- 9. Provide a source of water such as a fire hydrant or 2" water line for foundation excavation. Pay for any and all fees associated with the water access and usage.
- 10. Provide primary transformer to within 150 feet of site.
- 11. Provide electrical design by electrical engineer as nesessary.

Musco Responsibilities:

- 1. Provide required poles, fixtures, foundations, and associated designs.
- 2. Provide structural design for poles and foundations, certified by a professional engineer licensed in the State of Florida.
- 3. Provide layout of pole locations and aiming diagram.
- 4. Provide light test upon completion of works once owner supplied electrical system is energized.
- 5. Provide Project Management assistance as needed.
- 6. Provide review of electrical design as provided by electrical engineer.

Musco Subcontractor Responsibilities:

- 1. Provide equipment and materials to off load equipment at jobsite per scheduled delivery.
- 2. Provide storage containers for material, including ballast enclosures.
- 3. Provide adequate trash container for cardboard waste and packing debris.
- 4. Provide adequate security to protect Musco delivered products from theft, vandalism or damage during the installation.
- 5. Obtain any and all required permits. Owner to pay all costs. Inform Musco of any charges or fees **PRIOR** to making any payments.
- 6. Provide materials and equipment to install electrical service panels for the South Fields sports lighting per the electrical design.
- 7. Provide materials and equipment to install dugout and batting cage receptacles for the South Fields.



Initials

Date: September 6, 2013

Project Name: Taylor County Sports Complex Phase 3

Project #: 146863

- 8. Provide materials and equipment to install all underground conduit, wiring, pull boxes, switchgear, etc. and terminate wiring for the South Fields sports lighting and scoreboard(s) as required per electrical design. All conduit runs will be intercepted outside the concession building.
- 9. Make appropriate contact to ensure utility locations have been marked prior to excavation and trenching. Repair any damage to existing utilities made during construction.
- 10. Provide materials and equipment to install (7) Light Structure System foundations as specified on Layout.
- 11. Remove augured spoils to owner-designated location at jobsite.
- 12. Provide materials and equipment to assemble and install (43) Light Structure Green™ fixtures and terminate all necessary wiring.
- 13. Provide equipment and materials to assemble and erect (7) Light Structure System Poles.
- 14. Verify aiming points have been located and are correct before sighting in lighting cross-arms.
- 15. Provide equipment and materials to install the new Controls and Monitoring Cabinet(s) and terminate all necessary wiring. Installation of Musco supplied surge protection required. Subcontractor to commission Control Link once system is energized.
- 16. Provide dedicated breaker in distribution panel (Voltage TBD) for surge protection device.
- 17. Keep all heavy equipment off of playing fields and surfaces whenever possible. Use due care to minimize damages when playing surface access is required.
- 18. Conduct system startup and additional aiming as required to provide a complete and operating sports lighting system.



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

| THIS AGREEMENT is by and between | Taylor County Board of County Commissioners | (Owner) and |
|----------------------------------|---|---------------|
| | | (0 + 1) |
| MUSCO Sports Lighting, LLC | | (Contractor). |

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

ARTICLE 1 - WORK

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

Taylor County Sports Complex – Phase 3, Taylor County, Florida. This project consists of completing a portion of the remaining aspects of the original Recreational Sports Complex located on North US 19 in Taylor County Florida including matching, connecting, joining and "tying-into" existing features currently on site not intended to be removed. Phase 3 will include construction of a Softball and a Baseball field, central concession building, irrigation and site lighting. The site lighting and irrigation will be designed, constructed and installed by MUSCO Lighting and Russell Daniels Irrigation, respectively. The central concession building is being constructed by Taylor County DOC Inmate Crews. The cost for these items shall not be included in the proposal. The Contractor will, however, be required to coordinate all construction activities with MUSCO's, Russell Daniel's, and the Taylor County Inmate Crew's work.

Contractor shall design, construct, and install the electrical/lighting system as detailed in Contractor's proposal for Phase 3 of the Taylor County Sports Complex. Scope of work will include demonstration of proper operation of equipment and all systems throughout the life of the project and will further extend throughout the full warranty period.

ARTICLE 2 - THE PROJECT

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

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

ARTICLE 3 - ENGINEER

3.01 The Project has been designed by:

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

Russell Daniel Irrigation Company, LTD P.O. Box 907 Havana, FL 32333 MUSCO SPORTS LIGHTING, LLC 100 1st Avenue West Oskaloosa, IA 52577

Barry Wilson Architecture Shady Grove, FL 32357-0530

3.02 The Project will be administered by:

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

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

ARTICLE 4 - CONTRACT TIMES

- 4.01 Time of the Essence
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 Days to Achieve Substantial Completion and Final Payment
- A. The Work will be substantially completed within 100 days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 120 days after the date when the Contract Times commence to run.
- 4.03 Liquidated Damages
- A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner an amount consistent with Section 8-10 of the FDOT Standard Specifications for each day that expires after the time specified in Paragraph 4.02 for Substantial Complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner an amount consistent with Section 8-10 of the FDOT Standard Specifications for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.
- 4.04 Correction Period/Warranty
- A. The Correction Period specified in Paragraph 13.07 of the General Conditions is modified to require that all workmanship and materials furnished to complete this project shall be warranted for no less than a one-year period after the date of final acceptance.

ARTICLE 5 - CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, 5.01.B, and 5.01.C below:
 - A. For all Work other than Unit Price Work, a Lump Sum of:

| Two hundred Sixty Four Thousand and Eighty Seven Dollars | (\$ <u>264,087.00</u>) |
|--|-------------------------|
| (words) | (numerals) |

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

ARTICLE 6 - PAYMENT PROCEDURES

- 6.01 Submittal and Processing of Payments
- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.
- 6.02 Progress Payments; Retainage
- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 10th day of each month during performance of the Work as provided in Paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions:
 - a. 90% percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, Owner, on recommendation of Engineer, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage; and
 - b. 90% percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
 - 2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 90% percent of the Work completed, less such amounts as Engineer shall determine, or OWNER may withhold, in accordance with Paragraph 14.02.B.5 of the General Conditions and less <u>Ten percent (10%)</u> of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.
- 6.03 Final Payment
- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 - INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 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:
- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions.
- E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.
- F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 6, inclusive).
 - 2. Performance and Payment bond.
 - 3. Standard General Conditions.
 - 4. Supplementary Conditions.
 - 5. Specifications as listed in the table of contents of the Project Manual.
 - 6. Drawings consisting of <u>19</u> sheets with each sheet bearing the following general title: <u>Taylor County Sports</u> <u>Complex Phase 3</u> [or] the Drawings listed on attached sheet index.
 - 7. Addenda (numbers 1 to 1, inclusive).

| | 8. | Exl | nibits to this Agreement (enumerated as follows): |
|------------------|--------------|-------------------------|---|
| | | a. | Contractor's Bid (pages 1 to 2, inclusive). |
| | | b. | Documentation submitted by Contractor prior to Notice of Award (pages to, inclusive). |
| | | c. | Contractor's and Subcontractor's Valid Business/Contractor Licensing/Registration Information. |
| | 9. | | e following which may be delivered or issued on or after the Effective Date of the Agreement and are not sched hereto: |
| | | a. | Notice to Proceed. |
| | | b. | Work Change Directives. |
| | | c. | Change Order(s). |
| | | d. | MUSCO Sports Lighting, LLC Purchase Agreement |
| B. | Th | e do | cuments listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above). |
| C. | Th | ere a | re no Contract Documents other than those listed above in this Article 9. |
| D. Gener | | | ontract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the tions. |
| ARTI | CL | E 10 | - MISCELLANEOUS |
| 10.01 | 7 | Гегт | s |
| A. Condi | | | s used in this Agreement will have the meanings stated in the General Conditions and the Supplementary |
| 10.02 | A | Assig | nment of Contract |
| becom restric | with tion | thout lue and may | ssignment by a party hereto of any rights under or interests in the Contract will be binding on another party the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may not moneys that are due may not be assigned without such consent (except to the extent that the effect of this y be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no ll release or discharge the assignor from any duty or responsibility under the Contract Documents. |
| 10.03 | 5 | Succe | essors and Assigns |
| | , its | s par | er and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party tners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations he Contract Documents. |
| 10.04 | 5 | Seve | rability |
| who a | be d | leem e tha | provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation ed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and rovision that comes as close as possible to expressing the intention of the stricken provision. |

10.05 Preference To State Residents

A. Chapter 2010-147, Section 50, Laws of Florida, providing for preference to residents of the State of Florida, is hereby made a part of this Contract: Each contract that is funded by state funds must contain a provision requiring the contractor to give preference to the employment of state residents in the performance of the work on the project if state residents have substantially equal qualifications to those of nonresidents. As used in this Section, the term "substantially equal qualifications" means the qualification of two or more persons among whom the employer cannot make a reasonable determination that the qualifications held by one person are better suited for the position than the qualifications held by the other person or persons.

10.06 Other Provisions

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

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

| This Agreement will be effective on | , 2013 (which is the Effective Date of the Agreement). |
|---|--|
| OWNER: | CONTRACTOR: |
| Taylor County Board of County Commissioners | MUSCO Sports Lighting, LLC |
| By: Jack R. Brown | Ву: |
| Title: County Administrator | Title: |
| [COUNTY SEAL] | [CORPORATE SEAL] |
| Attest: Annie Mae Murphy | Attest: |
| Title: Taylor County Clerk of Court | Title: |
| Address for giving notices: | Address for giving notices: |
| 108 North Jefferson St., Suite 102, Perry, FL 32347 | MUSCO Sports Lighting, LLC |
| OR | 100 1st Avenue West |
| P.O. Box 620, Perry, FL 32348 | Oskaloosa, IA 52577 |
| | License No.: |
| (If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or | (Where applicable) |
| other documents authorizing execution of Owner-Contractor Agreement.) | Agent for service or process: |
| | |
| | (If Contractor is a corporation or a partnership, attach evidence of authority to sign.) |

\$1.000.000

Supplementary Conditions

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (No. C-700, 2002 Edition) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

SC-2.02 Delete Paragraph 2.02.A in its entirety and insert the following:

A. Owner shall furnish to Contractor up to five printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

SC-4.06 Delete Paragraphs 4.06.A and 4.06.B in their entirety and insert the following:

- A. No reports on drawings related to Hazardous Environmental Conditions are known to Owner or Engineer.
- B. Not Used.

SC-5.04 Add the following new paragraph immediately after Paragraph 5.04.B:

- C. The limits of liability for the insurance required by Paragraph 5.04 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:
- 1. Workers' Compensation, and related coverages under Paragraphs 5.04.A.1 and A.2 of the General Conditions:

| <i>a</i> . | State | Statutory |
|------------|---|-----------|
| b. | Applicable Federal (e.g., Longshoreman's) | Statutory |
| C. | Employer's Liability | \$100,000 |

2. Contractor's General Liability under Paragraphs 5.04.A.3 through A.6 of the General Conditions which shall include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor:

| a. | General Aggregate | \$1,000,000 |
|----|---|----------------------|
| b. | Products – Completed Operations Aggregate | \$1,000,000 |
| С. | Personal and Advertising Injury | \$1,000,000 |
| d. | Each Occurrence (Bodily Injury and Property Damage) | \$1,000,000 |
| e. | Property Damage liability insurance will provide Explosion, | Collapse, and Under- |
| | ground coverages where applicable. | |
| f. | Excess or Umbrella Liability | |
| | 1) General Aggregate | \$1,000,000 |

2) Each Occurrence

3. Automobile Liability under Paragraph 5.04.A.6 of the General Conditions:

| <i>a</i> . | Bodily Injury: | |
|------------|--------------------------|-------------|
| | 1) Each person | \$1,000,000 |
| | 2) Each Accident | \$1,000,000 |
| b. | Property Damage: | |
| | 1) Each Accident | \$ 500,000 |
| с. | Combined Single Limit of | \$1,000,000 |

4. The Contractual Liability coverage required by Paragraph 5.04.B.4 of the General Conditions shall provide coverage for not less than the following amounts:

a. Bodily Injury:

| 1) Each Accident | \$1,000,000 |
|---------------------|-------------|
| 2) Annual Aggregate | \$1,000,000 |

b. Property Damage:

| 1) Each Accident | \$1,000,000 |
|---------------------|-------------|
| 2) Annual Aggregate | \$1,000,000 |

5.04.B.1. Additional Insureds:

Taylor County Board of County Commissioners

SC-6.06 Add a new paragraph immediately after Paragraph 6.06.G:

H. The Contractor shall not award work valued at more than fifty (50%) percent of the Contract Price to Subcontractor(s), without prior written approval of the Owner.

SC-6.10 Add a new paragraph immediately after Paragraph 6.10.A:

- B. Owner is exempt from payment of sales and compensating use taxes of the State of Florida and of cities and counties thereof on all materials to be incorporated into the Work which are Direct Purchased by Owner.
 - 1. Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of Direct Purchased supplies and materials to be incorporated into the Work.
 - 2. Owner's exemption does not apply to supplies, materials, or construction tools, machinery, equipment, or other property purchased by or leased by Contractor, or to supplies or materials not incorporated into the Work.

SC-6.13

Permits secured from the County, City, Florida Department of Transportation, Florida Department of Health, Suwannee River Water Management District, Army Corp of Engineers or the Florida Department of

Environmental Protection and specific requirements shall be strictly adhered to, including all requirements for the protection of wetlands and Manatees, if applicable.

SC-9.03.A. Add the following language at the end of paragraph 9.03.A:

- 1. The County will provide Project Representative services for this project. All work performed for this project shall be inspected by an authorized representative of the Board of County Commissioners of Taylor County on a five day, 8:00 a.m. ~ 5:00 p.m., Monday through Friday work week, excluding County-designated holidays. If weekend work becomes necessary, it must be authorized by the County's representative at least three days prior to scheduling of such work.
 - a. The authorized representative shall be given no less than 24 hours prior notice of the expected time and date of pertinent aspects of this project to include, but not be limited to, concrete pours, material deliveries, lane closures etc.
 - b. The following individuals, in the listed order, will be the responsible agent(s) for the County:

Jack R. Brown, County Administrator David Parker, Project Manager Kenneth Dudley, County Engineer

SC-14.02.A.3 Add the following language at the end of paragraph 14.02.A.3:

No payments will be made that would deplete the retainage, place in escrow any funds that are required for retainage, or invest the retainage for the benefit of the Contractor.

SC-14.02.C.1. Delete Paragraph 14.02.C.1 in its entirety and insert the following in its place:

1. The Application for Payment with Engineer's recommendations will be presented to the County for consideration. If the County finds the Application for Payment acceptable, the recommended amount less any reduction under the provisions of Paragraph 14.02.D will become due thirty days after the Application for Payment is presented to the County, and the County will make payment to the Contractor.

SC-16

The venue for all disputes shall be Taylor County, Florida.



Taylor County Sports Complex

Phase 3

Perry, FL Date: 6/17/2013

To: Kenneth Dudley, Taylor County

Equipment Description

Light Structure Green™ System delivered to your site in Five Easy Pieces™

- Pre-cast concrete bases
- · Galvanized steel poles
- Electrical component enclosures
- · Pole length wire harness
- Factory-aimed and assembled luminaires

Also Includes:

- Energy savings of more than 50% over a standard lighting system
- 50% less spill and glare light than Musco's prior industry leading technology
- Musco Constant 25[™] product assurance and warranty program that eliminates 100% of your maintenance costs for 25 years, including labor and materials
- · Guaranteed constant light levels for 25 years
- 1 group re-lamp at the end of the lamps' rated life, 5000 hours
- Reduced energy consumption
- Control Link® Control & Monitoring System for flexible control and solid management of your lighting system
- Lighting Contactors sized for Voltage and phase

| Field Description | Quantity | Pricing Per Clay County | Extended Price |
|--|------------------------------|-------------------------|-------------------|
| Softball 5/6 | 2 | \$79,740.00 | \$159,480.00 |
| (Sect II G) Freight | 1 | \$7,300.00 | \$7,300.00 |
| (Sect IIIA)Pole Installation | i 60' 3 | \$3,290.00 | \$9,870.00 |
| Pole Installation 70' | 4 | \$3,795.00 | \$15,180.00 |
| (Sect IVA)300 amp service | | \$13,512.00 | \$13,512.00 |
| (Sect IVB) Wiring from Pa Contactors (Sect IVB) Wiring from Co | 7 | \$100.00 | \$700.00 |
| Poles | 1545 | \$34.00 | \$52,530.00 |
| (Sect IVB)Pull Boxes | 7 | \$460.00 | \$3,220.00 |
| (Sect IVB) Connect Pull B | oxes 7 | \$110.00 | \$770.00 |
| (Sect VB) Structural Draw | rings 1 | \$2,875.00 | \$2,875.00 |
| Adder F | uture Fixture Accommodations | | \$2,000.00 |
| Deducts: | Design Variables | | -\$3,350.00 |
| Total | | | \$264,087.00 |

Pricing furnished is effective for 60 days unless otherwise noted and is considered confidential. Divulging technical or pricing information to competitive vendors will result in removal from the bid list.

Payment Terms

To be determined by Musco Credit.

Musco will make every effort to coordinate shipment so that delivery corresponds with the customer's payment schedule. We will expect payment within the terms described above unless there is a written statement from Musco's corporate headquarters stating the acceptance of different terms.

Delivery to the job site from the time of order, submittal approval, and confirmation of order details including voltage and phase, pole locations is approximately 30-45 days. Due to the built-in custom light control per luminaire, pole locations need to be confirmed prior to production. Changes to pole locations after the product is sent to production could result in additional charges.

Notes

Quote is based on:

- Shipment of entire project together to one location
- Field size of (2) Batting Cages, (2) Batting Cages/Bull Pen, (2) 205/205/205 for Softball
- 480 Volt, 3 Phase electrical system requirement
- Structural code and wind speed = 2010 AASHTO, 120 MPH Ultimate.
- Confirmation of pole locations prior to production

Thank you for considering Musco for your sports-lighting needs. Please contact me with any questions.

Danny Sheldon Musco Field Sales Musco Sports Lighting, LLC

Phone: 352-665-0578

E-mail: danny.sheldon@musco.com

E

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to approve Standard Form of Agreement, Notice of Award, and Notice To Proceed to be executed with The Forestry Company for the tree removal project at Perry Foley Airport in the amount of \$68,367.

MEETING DATE REQUESTED:

September 3, 2013

Statement of Issue: Board to approve Standard Form of Agreement, Notice of

Award, and Notice To Proceed to be executed with The Forestry Company for the Airport tree removal project in

the amount of \$68,367.00

Recommended Action: Approve Standard Form of Agreement, Notice of Award,

and Notice To Proceed

Budgeted Expense: Not Applicable. The project is 100% funded by an FDOT grant.

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The Board approved awarding The Forestry Company the

airport tree removal project September 3, 2013 in the amount of \$68, 367. The Forestry Company will proceed with the project immediately upon execution of the Standard Form of Agreement and the Notice To Proceed.

Airport staff has been provided the required insurance

documents.

Attachments: Standard Form of Agreement, Notice of Award, and Notice To

Proceed

NOTICE OF AWARD

TO: **The Forestry Company** 502 W. Green Street Perry, Florida 32347 PROJECT RUNWAY OBSTRUCTION TREE CLEARING PROJECT AT DESCRIPTION: PERRY FOLEY AIRPORT The OWNER has considered the bid submitted by you for the above-described WORK in response to its Notice to Bidders dated Wednesday, July 17, 2013 and Instructions to Contractors. You are hereby notified that your bid has been accepted for items in the amounts of **\$86,367**. You are required by the Instructions to Contractors to execute the Agreement and furnish the required CONTRACTOR'S Certificates of Insurance within fifteen (15) calendar days from the date of this notice to you. If you fail to execute said Agreement and to furnish said bonds within fifteen (15) calendar days from the date of this notice, said OWNER's acceptance of your bid is abandoned. The OWNER will be entitled to such other rights as may be granted by law. You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER. If you have any questions, please call Melody Cox at 850-838-3553. Dated this _____ day of ______ OWNER - TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS BY: _____ TITLE ____ ACCEPTANCE OF NOTICE Receipt of the above **NOTICE OF AWARD** is hereby acknowledged. BY: _____

This the _____, 20___.

Title:

STANDARD FORM OF AGREEMENT

| THIS AGREEMENT is dated as of the | day of | in the year 20 13 |
|---|----------------------|--------------------------------------|
| by and between the Taylor County Board of Coun | nty Commissioners (| hereinafter called Owner) and |
| | | (hereinafter called Contractor). |
| Owner and Contractor, in consideration of the mu | itual covenants here | inafter set forth, agree as follows: |
| Article 1. WORK. | | |
| Contractor shall complete the following work as sp is generally described as follows: | ecified or indicated | in the Contract Documents. The Work |
| RUNWAY OBSTRUCTION TREE CI PERRY FOLEY AIRPORT | LEARING | |
| CLEAR AREA 1 (RUNWAY 18) | | |
| CLEAR AREA 2 (RUNWAY 36) | | |
| CLEAR AREA 3 (RUNWAY 12) | | |
| CLEAR AREA 4 (RUNWAY 30) | | |
| CLEAR AREA 5 (RUNWAY 6) | | |

Article 2. CONSULTANT.

The Project has been prepared by:

AVCON, INC.

320 Bayshore Drive, Suite A Niceville, Florida 32578 850-678-0050 office 850-678-0040 fax

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

Article 3. CONTRACT TIMES.

- 3.1 The work shall be substantially complete within 100 calendar days after the date when the Contract Times commence to run as provided in paragraph 2.3 of the General Conditions. The Work shall be completed and ready for final payment in accordance with paragraph 14.13 of the General Conditions within 120 calendar days after the date when the Contract Times commence to run.
- 3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring of such proof, Owner and Contractor agree

that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner the amount specified in Paragraph 3.3 for each day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner the amount specified in Paragraph 3.3 for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

| 3.3 | Liquidate | ed damages, based | upon the original contra | act amount of \$ | 68,367,00 | |
|------|-----------|-------------------|---------------------------|------------------|-----------|--|
| will | be | Five-Hundred | dollars (\$500.00) per ca | lendar day. | | |

Article 4. CONTRACT PRICE.

This is a unit price contract. Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in the Bid Schedule submitted in the Bid Form. The cost of this project is \$\frac{68,367.00}{200}\$ as per the attached Contractor bid.

As provided in paragraph 11.9 of the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by Engineer as provided in paragraph 9.10 of the General Conditions. Unit prices have been computed as provided in paragraph 11.9.2 of the General Conditions.

Article 5. PAYMENT PROCEDURES

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

- 5.1 Payments; Retainage. Owner shall make one 90% payment upon 90% completion of the project. Payment will be measured based on the number of units completed. A 10% retainage shall be withheld from this payment.
- 5.2 *Final Payment.* Upon final completion and acceptance of the Work in accordance with paragraph 14.13 of the General Conditions, Owner shall pay the remainder of the Contract Price as provided in said paragraph 14.13.

Article 6. CONTRACTOR'S REPRESENTATIONS.

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

- 6.1 Contractor has examined and carefully studied the Contract Documents (including the Addenda listed in Article 7) and the other related data identified in the Bidding Documents including "technical data."
- 6.2 Contractor has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance or furnishing of the Work.
- 6.3 Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

- 6.4 Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.2.1 of the General Conditions. Contractor accepts the determination set forth in paragraph SC-4.2 of the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which Contractor is entitled to rely as provided in paragraph 4.2 of the General Conditions. Contractor acknowledges that such reports and drawings are not Contract Documents and may not be complete for Contractor's purposes. Contractor acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor and safety precautions, and programs incident thereto. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.
- 6.5 Contractor is aware of the general nature of work to be performed by Owner and others at the site that relates to the Work as indicated in the Contract Documents.
- 6.6. Contractor has correlated the information known to Contractor, information and observation obtained from visits to the site, reports, and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- 6.7. Contractor has given County written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by County is acceptable to Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Article 7. CONTRACT DOCUMENTS

The Contract Documents that comprise the entire agreement between Owner and Contractor concerning the Work consist of the following:

| 7.1 | This Agreement (pages A-1 to A-6, inclusive) |
|-----|---|
| 7.2 | Performance, Payment, and other Bonds |
| 7.3 | Notice to Proceed |
| 7.4 | General Conditions (pages GC-1 to GC-56, inclusive) |
| 7.5 | Specifications package as listed in the table of contents thereof |
| 7.6 | Drawings consisting of a cover sheet and sheets numbered through, inclusive, with |
| | |

each sheet bearing the following general title:

RUNWAY OBSTRUCTION TREE CLEARING PERRY FOLEY AIRPORT

| 7.7 | Addenda numbers to, inclusive |
|------|---|
| 7.8 | Contractor's Bid Proposal, including submitted Bid Form and Bid Schedule |
| 7.9 | Documentation submitted by Contractor prior to Notice of Award |
| 7.10 | The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: |
| | All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to paragraphs 3.5 and 3.6 of the General Conditions |

The documents listed in paragraph 7.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 3.5 and 3.6 of the General Conditions.

Article 8. MISCELLANEOUS.

- 8.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.
- 8.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 8.3 Owner and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.
- 8.4 Any provisions or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, Owner, and Contractor have signed this Agreement in triplicate. One counterpart each has been delivered to Owner, Contractor, and Engineer. All portions of the Contract Documents have been signed, initialed or identified by Owner, and Contractor, or identified by Engineer on their behalf. Agreement). **OWNER:** CONTRACTOR TAYLOR COUNTY BOARD OF **COUNTY COMMISSIONERS** If Contractor is a corporation, attach evidence of authority to sign. Signed:_____ Printed Name: Printed Name: Title: ______ Title: _____ [CORPORATE SEAL] [CORPORATE SEAL] **ATTEST** ATTEST Signed:_____ Signed: Printed Name: Printed Name: Address for giving notices: Address for giving notices: Melody Cox, Grants Administrator

Taylor County

201 East Green Street

Perry, Foley 32347



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

NOTICE TO PROCEED

| TO: The Forestry Company 502 W. Green Street Perry, Florida 32347 | Date: |
|---|--|
| PROJECT: RUNWAY OBSTRUCTION TREE CLEAR PERRY FOLEY AIRPORT | RING PROJECT AT |
| You are hereby notified to commence WORK in accordance work before, and you are to complete the completion of all WORK is therefore | with the Agreement dated, 20, on WORK within, 120 calendar days. The date of |
| In case of failure on the part of the CONTRACTOR to comcontract, or within such additional time(s) as may be granted the amount of which is difficult, if not impossible, to ascertain COUNTY, as liquidated damages, the sum of \$500.00 for extends beyond the time limit specified until reasonable time as In no way shall costs for liquidated damages be construed as performed to the contract of the co | by Taylor County, the County will suffer damage, in. Therefore the CONTRACTOR shall pay to the each calendar day of delay that actual completion s may be required for final completion of the work. |
| TAYLOR COUNTY BOARD OF OWNER | COUNTY COMMISSIONERS |
| BY: | |
| TITLE: | |
| ACCEPTANCE OF NOTICE | |
| Receipt of the above NOTICE TO PROCEED is hereby ackn | owledged. |
| Company Name | |
| This the day of, 20 | |
| Signature | |
| Type of Print Name | |
| Title: | |



TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

۲.

Board to approve Satisfaction of Repayment Agreement for Freddie Lee Johnson.



MEETING DATE REQUESTED:

October 7, 2013

Statement of Issue: Board to Approve Satisfaction of Repayment Agreement for

Freddie Lee Johnson. Johnson received funding assistance through the SHIP Program in the amount of \$16,930.00 for rehabilitation of his home April 18, 2012. Due to a fire at the home, the County received a check in

the amount of \$12,236.53 to satisfy the Repayment

Agreement.

Recommended Action: Approve Satisfaction of Repayment Agreement.

Fiscal Impact: Not Applicable

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Freddie Lee Johnson received funding assistance for the

rehabilitation of his home through the SHIP Program in the amount of \$16,930.00, April 18, 2012. The County received a check in the amount of \$12,236.53 from

Universal Risk Advisors, Inc./FSU Credit Union to satisfy the Repayment Agreement after a fire at Johnson's home.

All terms of the Repayment Agreement have been

satisfied.

Attachments: Satisfaction of Repayment Agreement.

SATISFACTION OF REPAYMENT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS: That We, TAYLOR COUNTY, FLORIDA, the owners and holders of a certain Taylor County Rehabilitation Program Ship Program Repayment Agreement executed by FREDDIE LEE JOHNSON, a single male bearing date the 18th day of April, A. D. 2012, recorded in Official Records Book 683, page 247, in the office of the Clerk of the Circuit Court of Taylor County, State of Florida, securing a sum of \$16,930.00, and certain promises and obligations set forth in said Repayment Agreement, upon the property situate in said State and County described as follows, to-wit:

The south half of the north half of Lot 4 of Block 5 of the J H Parker Subdivision, according to the plat there of record in the office of the Clerk of the Circuit Court of Taylor County, Florida, said land conveyed being more particularly described as follows: beginning at the NE corner of said Lot 4, thence running south 45.375 feet for a point of beginning; thence run west 65 feet; thence south 45.375 feet; thence east 65 feet; thence north 45.375 feet to the point of beginning last named.

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

| WITNESS 11 | ny hand and scal this | day of, 2013. |
|---------------------------------------|---|--|
| Signed, Scaled and De in Presence of: | livered | |
| | | (SEAL) |
| | | PAM FEAGLE, Chairperson BOARD OF COUNTY COMMISSION TAYLOR COUNTY, FLORIDA |
| ATTEST: | | |
| ANNIE MAE MURP | PHY, Clerk | |
| STATE OF FLORID COUNTY OF TAYL | | |
| in the County aforesai | d, to take acknowledgments | before me, an officer duly authorized in the State aforesaid and s, personally appeared PAM FEAGLE, to me known to be the going instrument and they acknowledged before me that they |
| WTTNESS n | • | in the County and State last aforesaid this day of |
| | | |
| | | NOTARY PUBLIC |
| | | My Commission Expires: |
| PREPARED BY: | Conrad C. Bishop, Jr. Attorney at Law Post Office Box 167 | |

Perry, Florida 32348



TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to review and approve pre-application to the Federal Aviation Administration (FAA) requesting funding assistance for the Perry Foley Airport Master Plan Update.

MEETING DATE REQUESTED:

October 7, 2013

Statement of Issue: Board to review and approve the pre-application to FAA in

the amount of \$179,820 for the Perry Foley Airport Master

Plan Update

Recommended Action: Approve FAA grant pre-application to FAA

Fiscal Impact: The County is submitting a grant pre-application in the amount

of \$179,820. The proposed project has a total cost of \$199,800 and a grant has been awarded from FDOT Aviation Division in the amount of \$19,980 for the project. The Master Plan Update

will be 100% grant funded.

Budgeted Expense: Y/N Not Applicable

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The County is required to submit a pre-application to FAA

for approval prior to submitting the actual grant

application. FAA and FDOT Aviation requires the County to update the Airport Master Plan at a minimum of once every ten years. The Master Plan was last updated FY 2002-2003. The project will be 100% grant funded with no

match from the County.

Attachments: FAA Grant Pre-Application

OMB Approval No 0348-0043 Applicant Identifier DATE SUBMITTED APPLICATION FOR FEDERAL ASSISTANCE 1. TYPE OF SUBMISSION 3. DATE RECEIVED BY STATE State Application Identifier Preapplication Application 4. DATE RECEIVED BY AGENCY Federal Identifier o Construction o Construction X Non-Construction o Non-Construction 5. APPLICANT INFORMATION Organizational Unit: Legal Name: Taylor County, Florida Perry Foley Airport Address (give city, county, state and zip code): Name and telephone of the person to be contacted on matters involving this application (give area code) Melody Cox - Grants Administrator (850) 838-3553 201 East Green Street Perry, Florida 32347 6. EMPLOYER IDENTIFICATION NUMBER (EIN): 7. TYPE OF APPLICANT: (enter appropriate letter in box) В A. State H. Independent School Dist. 5 0 9 I. State Controlled Institution of Higher Learning B. County 8. TYPE OF APPLICATION C. Municipal J. Private University Township K. Indian Tribe D. L. Individual E. Interstate X New o Continuation O Revision M. Profit Organization F. Intermunicipal If Revision, enter appropriate letter(s) in box(es) G. Special District N. Other (Specify): A. Increase Award B. Decrease Award C. Increase Duration D. Decrease Duration E. Other (specify): 9. NAME OF FEDERAL AGENCY: Federal Aviation Administration 11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT: CATALOG OF FEDERAL DOMESTIC 2 0 0 6 ASSISTANCE NO. Perry Foley Airport Master Plan Update TITLE: FAA AIRPORT IMPROVEMENT PROGRAM 12. AREAS AFFECTED BY PROJECT (cities, counties, states, etc.): Taylor County, Florida 13. PROPOSED PROJECT 14. CONGRESSIONAL DISTRICTS OF: Start Date Ending Date a. Applicant b. Project 05/01/14 05/01/15 District 2 District 2 15. ESTIMATED FUNDING: 16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS? a. Federal THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE a. YES. \$ 179,820.00 STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON: b. Applicant .00 DATE c. State b. NO. O PROGRAM IS NOT COVERED BY E.O. 12372 \$ 19,980 d. Local O OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW .00 e. Other .00 f. Program Income 17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT? .00 g. TOTAL \$ 199,800.00 O Yes, If "Yes", attach an explanation 18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED Typed Name of Authorized Representative b. Title c. Telephone Ms. Pam Feagle Board Chairman, Taylor County, Florida (850) 838-3500 d. Signature of Authorized Representative Date Signed

PART II

PROJECT APPROVAL INFORMATION SECTION A

| Item 1. Does this assistance request require State, local, regional, or other priority rating? | Name of Governing Body Primary Rating |
|--|--|
| Yes <u>x</u> No | |
| Item 2. Does this assistance request require State, or local advisory, educational or health clearances? Yes x No | Name of Agency or Board (Attach Documentation) |
| 1e5 <u></u> 140 | (Attach bocumentation) |
| Item 3. Does this assistance request require clearinghouse review in accordance with OMB Circular A-95? | (Attach Comments) |
| Yes <u>x</u> No | |
| ltem 4. Does this assistance request require State, local, regional or other planning approval? Yesx_No | Name of Approving Agency |
| ltem 5. Is the proposal project covered by an approved comprehensive plan? YesNo | Check one: State o Local o Regional o Location of Plan |
| Item 6. Will the assistance requested serve a Federal installation? YesNo | Name of Federal Installation Federal Population benefiting from Project |
| Item 7. Will the assistance requested be on Federal land or installation? YesxNo | Name of Federal Installation Location of Federal Land Percent of Project |
| Item 8. Will the assistance requested have an impact or effect on the environment? YesxNo | See instruction for additional information to be provided |
| Item 9. Will the assistance requested cause the displacement of individuals families, businesses, or farms? Yesx_No | Number of: Individuals. Families. Businesses. Farms. |
| Item 10. Is there other related Federal assistance on this project previous, pending, or anticipated? YesxNo | |

PART II - SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use. - The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

The proposed project is a planning project only and shall have no significant change to existing operations. Land adjacent to airport should not be affected.

2. Defaults. - The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

The Sponsor is not in default.

3. Possible Disabilities. - There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of Part V of this Application, either by limiting its legal or financial ability or otherwise, except as follows:

There are no facts or circumstances.

4. Land. - (a) The Sponsor holds the following property interest in the following areas of land* which are to be developed or used as part of or in connection with the Airport, subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

The proposed project is a planning project. No construction improvements shall be directly implemented as part of this project. Any future construction projects will be accompanied by a separate FAA grant pre-application.

State character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

PART II - SECTION C (Continued)

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land* on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

The Sponsor owns all the land necessary for the completion of this project.

(C) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land* which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

The Sponsor owns all the land necessary for the completion of this project.

5. Exclusive Rights. - There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

There is no grant of an exclusive right.

State character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

PART IV PROGRAM NARRATIVE

AIRPORT: Perry Foley Airport

1. Objective:
The objective of this project is to update the Airport Master Plan and Airport Layout Plan. The last Airport Master Plan Update was conducted in 2005.

2. Benefits Anticipated:
The Airport Master Plan Update will assist the airport in planning infrastructure improvements over the next 10 to 15 years to meet aviation demand.

3. Approach: (See approved Scope of Work in final Application)
The project will be conducted in close coordination with Taylor County, the Federal Aviation Administration, and the Florida Department of Transportation. Draft of each section will be provided to each entity and comments will be incorporated into the final master plan narrative.

4. Geographic Location:
(See attached location map, Attachment A)

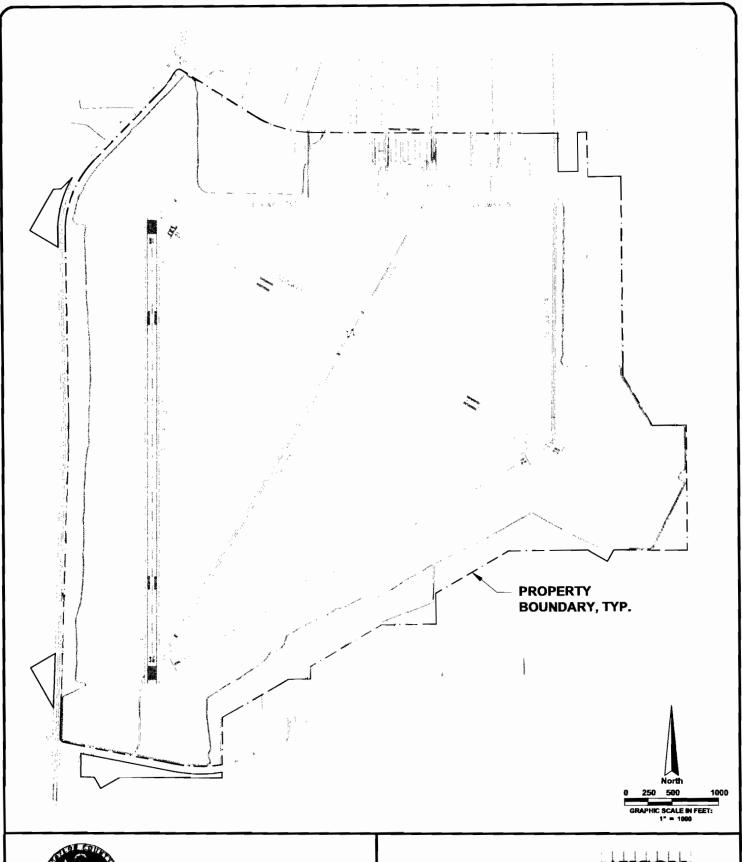
5. Justification for Force Account Work: (if applicable)

6: Sponsor's Representative: (incl. address & tel. no.)

Melody Cox – Grants Administer, 201 East Green Street, Perry, FL 32347

Not Applicable

(850) 838-3553





PERRY-FOLEY AIRPORT MASTER PLAN UPDATE

LOCATION MAP ATTACHMENT A



A VICADIA, INV.

SUD BAYNARE BRIVE, NITE A - NICEVILLE, PL. 32578-2425
OFFICE: (850) 678-0006 - FAX: 6850 678-0000
CURPURATE CERTIFICATE OF ALTIMERATION NUMBER: 505
WWW AVCORDIOLOGY

DETERMINATION OF ENVIRONMENTAL IMPACTS

| Airpo | rt: Perry Foley Airport | |
|--------------------|--|------------------------------------|
| Detail | ed Project Description: Perry Foley Airport Master Plan | ı Update |
| | er for the FAA to determine the appropriate course of e sponsor must certify that the proposed action is <u>not</u> lil | |
| of | ave an effect on properties protected under Section 106 1966, as amended, Section 4(f) of the Department of action 6(f) of the Land and Water Conservation Act; | |
| b. Be co go | e highly controversial on environmental grounds. Insidered highly controversial when the action is oppowernment agency or by a substantial number of persistent property of the property of the persistence of the persistenc | osed by a Federal, state or local |
| c. Ha sta zo | ave a significant impact on natural, ecological, cultural ate, or local significance, including endangered specienes, prime or unique farmland, energy supply and otected by the Fish and Wildlife Coordination Act; | es, wetland, floodplains, coastal |
| d. Be an the | e highly controversial with respect to the availability of action involving relocation of persons or businesses, a e acquisition or relocation payments is not considered the availability of adequate relocation housing; | a controversy over the amount of |
| pla | ause substantial division or disruption of an established anned development, or is likely to be not reasonably cover been adopted by the community in which the project | onsistent with plans or goals that |
| f. Ha | ave a significant environmental impact on minority or lo | |
| _ | nuse a significant increase in surface traffic congestion; | |
| | ave a significant impact on noise levels of noise sensitivave a significant impact on water quality or contaminate | |
| j. Ha | ave a significant impact on air quality or violate the log quality; | |
| k. Be | e inconsistent with any Federal, state, or local law lating to the environment. | or administrative determination |
| descri | on the attached Environmental Determination Check bed above meet(s) the test for a Categorical Exclusion 4A and paragraphs a thru k above. | |
| Signa | ature of Authorized Airport Representative | Date |
| FAA 1 | Determination (by program manager signature): | |
| Categ | orically Excluded: | Date: |
| Requi | res further environmental analysis: | Date: |

ENVIRONMENTAL DETERMINATION CHECKLIST (FY03)

Airport: Perry Foley Airport

Detailed description of Proposed Project: (attach drawing) Perry Foley Airport Master Plan

Update

Prepared and certified by: <u>John Collins, AVCON, Inc.</u> Date: <u>September 11, 2013</u>

| | YES | NO | COMMENTS |
|--|-----|----|--------------------------|
| IS THIS PROPOSED PROJECT LISTED AS | х | | Additionally, see Order |
| CATEGORICALLY EXCLUDED IN FAA | | | 1050.1E, paragraphs 307o |
| ORDER 5050.4A? | | | and 307p. |
| THIS PROPOSED PROJECT CONSISTS OF: | | х | |
| First Time ALP Approval | | х | |
| Commercial Service Airport Location Approval | | х | |
| New Air Carrier Runway | | X | |
| New Airport Location | | X | |
| New Runway | | X | |
| Runway Extension | | X | |
| Runway Strengthening w/ 1.5 DNL Increase | | X | |
| Construction or Relocation of a Roadway | | х | |
| Land Acquisition | | X | |
| ILS or ALS | | х | |
| THIS PROPOSED PROJECT WILL | | | |
| AFFECT: | | | |
| Section 4(f) Land | | х | |
| Historic/Archaeological Resources | | x | |
| Farmland | | Х | |
| Wetlands | | X | |
| Floodplains | | х | |
| Coastal Zone | | х | |
| Endangered or Threatened Species | | х | |
| THIS PROPOSED PROJECT IS LIKELY TO: | | | |
| Be Highly Controversial on Environmental | | х | |
| Grounds | | | |
| Cause Natural Resource Impacts | | х | |
| Be Controversial Regarding Relocation Housing | | X | |
| Cause Community Disruption | | х | |
| Cause Surface Traffic Congestion | | х | |
| Cause Increase of 1.5 DNL over Noise Sensitive | | х | |
| Areas | | | |
| Cause an Effect on Air Quality | | х | |
| Cause an Effect on Water Quality | | х | |
| Cause Environmental Justice Concerns | | x | |
| Contain or Affect Hazardous Materials | | x | |
| Be Inconsistent with Other Environmental Laws | | Х | |

Attach detailed comments for all "yes" answers on a separate sheet, and explain your justification for a request for a determination of Categorical Exclusion.



TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Requesting the removal of county assets from county inventory

MEETING DATE REQUESTED:

 $\textbf{Statement of Issue:} \ \ Board \ to \ approve \ dispositions \ of surplus \ assets \ from \ county \ inventory$

Recommended Action: approve dispositions

Fiscal Impact: see attached

Budgeted Expense: y/n

Submitted By: Tyson Hill

Contact: Tyson Hill, DTIS Director

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options: approve/ disapprove

Attachments: see listed dispositions

Requested Inventory Assets to be removed on 8/20/2013

| 0500 | 7134 | Car | surplus | 0229 | 4688 | desk radio | surplus |
|------|------|-----------------|---------|------|------|--------------|---------|
| 0226 | 4758 | pressure washer | surplus | 0229 | 4689 | 8 PA SPEAKER | surplus |
| 0164 | 6891 | projector | surplus | 0229 | 4778 | RADIO | surplus |
| 0226 | 5652 | projector | surplus | 0229 | 4777 | RADIO | surplus |
| 0226 | 5651 | projector | surplus | 0229 | 5060 | PAGER | surplus |
| 0229 | 4352 | charger | surplus | 0229 | 5061 | PAGER | surplus |
| 0229 | 4353 | charger | surplus | 0229 | 5080 | RADIO | surplus |
| 0229 | 4354 | charger | surplus | 0229 | 5081 | radio | surplus |
| 0229 | 4355 | charger | surplus | 0229 | 5082 | RADIO | surplus |
| 0229 | 4356 | charger | surplus | 0229 | 5083 | radio | surplus |
| 0229 | 4357 | charger | surplus | 0229 | 5086 | radio | surplus |
| 0229 | 4358 | charger | surplus | 0229 | 5334 | radio | surplus |
| 0229 | 4359 | charger | surplus | 0229 | 5335 | radio | surplus |
| 0229 | 4360 | charger | surplus | 0229 | 5336 | radio | surplus |
| 0229 | 4361 | charger | surplus | 0229 | 5337 | radio | surplus |
| 0229 | 4657 | charger | surplus | 0229 | 5338 | radio | surplus |
| 0229 | 4658 | charger | surplus | 0229 | 5339 | radio | surplus |
| 0229 | 4659 | charger | surplus | 0229 | 5340 | radio | surplus |
| 0229 | 4660 | charger | surplus | 0229 | 5341 | radio | surplus |
| 0229 | 4662 | charger | surplus | 0229 | 5342 | radio | surplus |
| 0229 | 4686 | desk radio | surplus | 0229 | 5343 | radio | surplus |
| 0229 | 4687 | desk radio | surplus | 0240 | 3116 | desk radio | surplus |



Date Removed From Asset Records

DISPOSITION OF ASSET REPORT TAYLOR COUNTY, FLORIDA

| 7134 | CC3904 |
|--|--|
| | ber: Board Asset Number: |
| DEPT 0500 | DATE: 6/13/2013 |
| Number | |
| the property in my custody. This infor | mation should be entered on your |
| IDENTIFICATION DATA | |
| Room# | Make |
| | CHEVROLET |
| Year | Serial Number |
| 2000 | 2G1WF55KOY9350030 |
| | |
| | |
| T V - X No. If Weel places explicit | nin regen to allow disposition below |
| ☐ Yes ☑ No If Yes please expla | ain reason to allow disposition below. |
| | |
| DISPOSITION DATA | |
| | |
| e to locate shall be presented to the Co | ounty Commission by the Property |
|) CAR DESTROYED DUE TO FI | RE DAMAGE |
| | |
| the Taylor County Board of Commiss | ion: |
| | Date |
| | |
| C | hairman Signature |
| | fust-nel |
| | ounty Administrator Approval |
| | The property in my custody. This information in the property in my custody. This information is information in the property in my custody. This information is information in the property in my custody. The property in my custody. The property in my custody. This information is information in the property in my custody. This information is information in the property in my custody. This information is information in the property in my custody. This information is information in the property in my custody. This information is information in the property in my custody. This information is information in the property in my custody. This information is information in the property in my custody. This information is information in the property in my custody. This information is information in the property in my custody. This information is information in the property in my custody. This information is information in the property in my custody. This information is information in the property in my custody. The property is a property in my custody. The pr |



DISPOSITION OF ASSET REPORT TAYLOR COUNTY, FLORIDA

Clerk Asset Number:

4758

Board Asset Number:

DATE: le /25/13

| FROM: | Emusmay Managun Department Name | DEPT 0224 Number | DATE: 6/25/13 |
|---------------|--|--|---|
| The foll | om It May Concern: owing changes have occurred in t y Record. | the property in my custody. This inform | mation should be entered on your |
| | Name of Item | Room# | Make |
| | Pussue Washer | Eoc | B+5 |
| | Model | Year | Serial Number |
| | | 1999 | 3092695NO42498 |
| | Other Description: | | |
| | Purchased with Grant: Yes/No? | Yes ☐ No If 'Yes' please expla | ain reason to allow disposition below. |
| | | DISPOSITION DATA | |
| Т | ype of Disposition: damaGL | 3D - Listroy | |
| -** C E | Property that is missing or unable ustodian immediately. xplanation for Disposal: (required | e to locate shall be presented to the Co | |
| | ocation: (required) | | |
| | APPROVED ☐ DENIED ☐ By | the Taylor County Board of Commiss | Date |
| | Department Head | _ | hairman Signature May Sounty Administrator Approval |
| | | | Lupon M. HATA |
| D | ate Removed From Asset Record | ds | Fixed Assets Manager |



Date Removed From Asset Records

DISPOSITION OF ASSET REPORT TAYLOR COUNTY, FLORIDA

6891

| DARD OF COUNTY COMMISSION | NERS Clerk Asset N | umber: Board Asset Number: |
|--|--|---------------------------------------|
| Old Post Office | DEPT 0164 | DATE:7/5/2013 |
| Department Name | Number | |
| om It May Concern: llowing changes have occurred in rty Record. | the property in my custody. This in | formation should be entered on your |
| | | |
| Name of Item | Room # | Make |
| XGA Property | | |
| Model | Year | Serial Number |
| 3000 LUMENS | 2007 | G6X25290 |
| Other Description: | | |
| Purchased with Grant: Yes/No? | Yes No If 'Yes' please e | xplain reason to allow disposition be |
| Purchased with Grant: Yes/No? | Yes No If 'Yes' please en | xplain reason to allow disposition be |
| Purchased with Grant: Yes/No? Type of Disposition: Surplus | | xplain reason to allow disposition be |
| Type of Disposition: Surplus | DISPOSITION DATA le to locate shall be presented to the | |
| Type of Disposition: Surplus ** Property that is missing or unable Custodian immediately. | DISPOSITION DATA le to locate shall be presented to the DO NOT FUNCTION | |
| Type of Disposition: Surplus ** Property that is missing or unable Custodian immediately. Explanation for Disposal: (required Location: (required) DTIS DI | DISPOSITION DATA le to locate shall be presented to the DO NOT FUNCTION | e County Commission by the Property |
| Type of Disposition: Surplus ** Property that is missing or unable Custodian immediately. Explanation for Disposal: (required Location: (required) DTIS DI | DISPOSITION DATA le to locate shall be presented to the d) DO NOT FUNCTION EPARTMENT | e County Commission by the Property |
| Type of Disposition: Surplus ** Property that is missing or unable Custodian immediately. Explanation for Disposal: (required Location: (required) DTIS DI | DISPOSITION DATA le to locate shall be presented to the d) DO NOT FUNCTION EPARTMENT | e County Commission by the Property |
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| Type of Disposition: Surplus ** Property that is missing or unable Custodian immediately. Explanation for Disposal: (required Location: (required) DTIS DI | DISPOSITION DATA le to locate shall be presented to the d) DO NOT FUNCTION EPARTMENT | Date |

Fixed Assets Manager



FROM: EOC

Department Name

DISPOSITION OF ASSET REPORT TAYLOR COUNTY, FLORIDA

DEPT 0226

Number

5652

Clerk Asset Number:

Board Asset Number:

DATE: 7/5/2013

| | IDENTIFICATION DATA | |
|--|--|-------------------------------------|
| Name of Item | Room # | Make |
| 3M PROJECTOR | DTIS | |
| Model | Year | Serial Number |
| MP7740 | 2002 | RT2H001639 |
| Other Description: | | |
| Purchased with Grant: Yes/N | o? | explain reason to allow disposition |
| | DISPOSITION DATA | |
| Type of Disposition: Surplus | | |
| ** Property that is missing or una Custodian immediately. Explanation for Disposal: (requi | able to locate shall be presented to the | e County Commission by the Prope |
| | DEPARTMENT | |
| | | |
| · · · · · · · · · · · · · · · · · · · | By the Taylor County Board of Com | missionDate |



FROM: EOC

DISPOSITION OF ASSET REPORT TAYLOR COUNTY, FLORIDA

DEPT 0226

5651

Clerk Asset Number:

Board Asset Number:

DATE: 7/5/2013

| ty Record. | IDENTIFICATION DATA | |
|---|--|------------------------------------|
| Name of Item | Room # | Make |
| 3M PROJECTOR | DTIS | |
| Model | Year | Serial Number |
| MP7740 | 2002 | RT2H001634 |
| Other Description: | | • |
| | | |
| Purchased with Grant: Yes/N | 0? Yes No If 'Yes' please e | xplain reason to allow disposition |
| Type of Disposition: Surplus * Property that is missing or un | DISPOSITION DATA | |
| Type of Disposition: Surplus * Property that is missing or un Custodian immediately. | DISPOSITION DATA | |
| Type of Disposition: Surplus * Property that is missing or un Custodian immediately. Explanation for Disposal: (requi | DISPOSITION DATA able to locate shall be presented to the | |
| Type of Disposition: Surplus * Property that is missing or un Custodian immediately. Explanation for Disposal: (requi Location: (required) DTIS | DISPOSITION DATA able to locate shall be presented to the red) DO NOT FUNCTION | County Commission by the Prope |
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| Type of Disposition: Surplus * Property that is missing or uncustodian immediately. Explanation for Disposal: (requined) DTIS | DISPOSITION DATA able to locate shall be presented to the red) DO NOT FUNCTION DEPARTMENT | County Commission by the Prope |



| APIT | ALS | | | 4352 |
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| BOA | ARD OF COUNTY COMMISSION | IERS | Clerk Asset Number | Board Asset Number: |
| | COMM. SURCHARGE | DEPT | 0229 | DATE: |
| | Department Name | | Number | |
| Mhon | n It May Concern: | | | |
| follo | wing changes have occurred in t | he property in my | custody. This information | ation should be entered on your |
| perty | Record. | IDENTIFIC | ATION DATA | |
| _ | | | | |
| | Name of Item | R | oom# | Make |
| , | CHARGER | | | |
| \Box | Model | | Year | Serial Number |
| | TDN9816 | | | 291CXU0066 |
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| 1 (| Other Description: | | | |
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| Ι, | Burehased with Crent: Voc/No2 | □ Vaa [V] Na | If IVaal places avalair | recent to allow disposition halo |
| 1 ' | Purchased with Grant. Tes/No? | ☐ Yes ☐ No | if Yes please explain | n reason to allow disposition below |
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| | | DISPOS | SITION DATA | |
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| Ty | pe of Disposition: SURPLUSE | D | | |
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| ** | Property that is missing or unable | to locate shall be | e presented to the Cou | nty Commission by the Property |
| Cu | ıstodian immediately. | | | |
| Ex | planation for Disposal: (required |) ITEMS NO I | ONGER NEEDED | |
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| Lo | ocation: (required) | C KETCHE | | |
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| A | PPROVED 🗌 DENIED 🗌 By | the Taylor Count | y Board of Commissio | n: |
| | | | | Date |
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| 1 | | | Cha | air)nan Signature |
| | -2 | | | 1 100 |
| 1 | Can Mache | | A | mn / your |
| = | | | | unt a Administrator Amazonal |
| | Department Head | | | unty Administrator Approval |
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| | | | | Upon in mill to |
| _ | to Demond From Asset D | | | / |
| Da | te Removed From Asset Record | S | ₩. | ked Assets Manager |



4353

Fixed Assets Manager

| O: BO | ARD OF COUNTY COMMISSION | NERS | Clerk Asset Numb | per: Board Asset Number: | | |
|----------|--|----------------------|-----------------------|---------------------------------------|--|--|
| ROM: | COMM. SURCHARGE | DEPT _ | 0229 | DATE: | | |
| | Department Name | 1 | Number | | | |
| he folio | m It May Concern: owing changes have occurred in t y Record. | | custody. This inform | nation should be entered on your | | |
| | Name of Item | Ro | oom # | Make | | |
| | CHARGER | | | | | |
| | Model | \ | ⁄ear | Serial Number | | |
| | TDN9816 | _ | | 291CXU0067 | | |
| | Other Description: | | | | | |
| | | | | | | |
| | Purchased with Grant: Yes/No? | ☐ Yes ☒ No | if 'Yes' please expla | in reason to allow disposition below. | | |
| | | DISPOS | ITION DATA | | | |
| T | Type of Disposition: SURPLUSED | | | | | |
| ** Cı | Property that is missing or unable ustodian immediately. xplanation for Disposal: (required | e to locate shall be | presented to the Cou | unty Commission by the Property | | |
| - 1 | ocation: (required) | | | | | |
| | <u> </u> | | Board of Commissi | on | | |
| | | | | Date | | |
| | | | 9 | nairman Signature | | |
| _ | Cul Migue | _ | 1 | My K Bon | | |
| | Department Head | | // Co | ounty Administrator Approval | | |
| | | | | your M. Hill De | | |
| Da | ate Removed From Asset Record | | , | ixed Assets Manager | | |



| | | | | 4354 |
|---|-----------------------------------|---------------------------------|----------------|-------------------------------|
| BOARD OF COUNTY COMMISSIONE | RS | Clerk Asset Nu | mber: | Board Asset Number: |
| M: COMM. SURCHARGE | DEPT | 0229 | | DATE: |
| Department Name | | Number | | |
| hom It May Concern: following changes have occurred in the erty Record. | | y custody. This inf | ormation sho | ould be entered on your |
| | | | | |
| Name of Item | R | Room # | | Make |
| CHARGER | | | | |
| Model | | Year | | Serial Number |
| TDN9816 | | | 2910 | XU0068 |
| Purchased with Grant: Yes/No? | T Ves [X] No. | If 'Vas' place av | nlain ragan | to allow disposition had |
| | 1 162 TT 140 | ii res piease ex | piaiii reasori | to allow disposition bei |
| | | SITION DATA | | to allow disposition be |
| | | | | to allow disposition bei |
| Type of Disposition: SURPLUSED ** Property that is missing or unable to Custodian immediately. Explanation for Disposal: (required) | DISPO | SITION DATA | County Com | |
| Type of Disposition: SURPLUSED ** Property that is missing or unable to Custodian immediately. Explanation for Disposal: (required) | DISPO | SITION DATA | County Com | |
| Type of Disposition: SURPLUSED ** Property that is missing or unable to Custodian immediately. Explanation for Disposal: (required) | DISPO locate shall b ITEMS NO I | SITION DATA e presented to the | County Com | |
| Type of Disposition: SURPLUSED ** Property that is missing or unable to Custodian immediately. Explanation for Disposal: (required) Location: (required) | DISPO locate shall b ITEMS NO I | SITION DATA e presented to the | Ssion | mission by the Property Date |



| TOTAL OF | | 4355 |
|---|--|----------------------------------|
| BOARD OF COUNTY COMMISSION | NERS Clerk Asset Numi | ber: Board Asset Number: |
| M: COMM. SURCHARGE | DEPT <u>0229</u> | DATE: |
| Department Name | Number | |
| Vhom It May Concern: | | |
| | he property in my custody. This inforr | mation should be entered on your |
| erty Necord. | IDENTIFICATION DATA | |
| Name of Item | Room # | Make |
| | Noon # | Make |
| CHARGER | | |
| Model | Year | Serial Number |
| TDN9816 | | 291CXU0069 |
| Other Description: | | |
| Other Description. | | |
| | DISPOSITION DATA | |
| T SUPPLUSE | D | |
| Type of Disposition: SURPLUSE | | |
| ** Property that is missing or unable Custodian immediately. | e to locate shall be presented to the Co | unty Commission by the Property |
| | ITEMS NO LONGER NEEDED | |
| Location: (required) | of reems | |
| 1. | the Taylor County Board of Commiss | ion: |
|] | , | Date |
| | | |
| | | Anirmon Cianoturo |
| C 1 m | | hairman Signature |
| Cal Mighe | - | |
| Department Head | | ounty Administrator Approval |
| | | Uson M. Hill TH |
| | | Fixed Assets Manager |



| CAPITAL | | | | 4356 |
|--|--|----------------------------|---|-------------------------------------|
| : BOARD | OF COUNTY COMMISSION | IERS | Clerk Asset Numb | per: Board Asset Number: |
| | MM. SURCHARGE artment Name | DEPT | 0227 | DATE: |
| Бер | artment Name | | Number | |
| | | he property in my | custody. This inform | nation should be entered on your |
| perty Rec | ora. | IDENTIFIC | ATION DATA | |
| | Name of Item | R | oom # | Make |
| | CHARGER | | | |
| | Model | | Year | Serial Number |
| TD | N9816 | | | 291CXU0070 |
| Othe | er Description: | | | |
| 1 | • | | | |
| Purc | chased with Grant: Yes/No? | ☐ Yes 🏻 No | If 'Yes' please explain | in reason to allow disposition belo |
| Purc | chased with Grant: Yes/No? | | If 'Yes' please explai | in reason to allow disposition belo |
| | | DISPO | | in reason to allow disposition belo |
| Type o | of Disposition: SURPLUSEI perty that is missing or unable lian immediately. | DISPO: | SITION DATA e presented to the Cou | unty Commission by the Property |
| Type of ** Prop Custod Explan | of Disposition: SURPLUSEI perty that is missing or unable lian immediately. lation for Disposal: (required) | DISPO: to locate shall be | SITION DATA e presented to the Cou | |
| Type of ** Prop Custod Explan Location | of Disposition: SURPLUSEI perty that is missing or unable lian immediately. pation for Disposal: (required) on: (required) | to locate shall be | EITION DATA e presented to the Cou | unty Commission by the Property |
| Type of ** Prop Custod Explan Location | of Disposition: SURPLUSEI perty that is missing or unable lian immediately. pation for Disposal: (required) on: (required) | to locate shall be | SITION DATA e presented to the Cou | |
| Type of ** Prop Custod Explan Location | of Disposition: SURPLUSEI perty that is missing or unable lian immediately. pation for Disposal: (required) on: (required) | to locate shall be | EITION DATA e presented to the Cou | unty Commission by the Property |
| Type of ** Prop Custod Explan Location | of Disposition: SURPLUSEI perty that is missing or unable lian immediately. pation for Disposal: (required) on: (required) | to locate shall be | e presented to the Cou CONGER NEEDED | unty Commission by the Property |
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| Type of ** Prop Custod Explan Location APPR | of Disposition: SURPLUSEI perty that is missing or unable lian immediately. Perty that is missin | to locate shall be | e presented to the Cou | Date Date |



| CAPITAL OF | | 4357 |
|--|-----------------------------------|---|
| O: BOARD OF COUNTY COMMIS | SIONERS Clerk Asset | |
| ROM: COMM. SURCHARGE | DEPT 0229 | DATE: |
| Department Name | Number | |
| o Whom It May Concern: he following changes have occurre roperty Record. | | s information should be entered on your |
| | IDENTIFICATION DATA | |
| Name of Item | Room # | Make |
| CHARGER | | |
| Model | Year | Serial Number |
| TDN9816 | | 291CXU0071 |
| Other Description: | | |
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| | | |
| | DISPOSITION DATA | |
| Type of Disposition: SURPL | USED | |
| | | ha Carreta Carrentada I a Ha Barrata |
| Custodian immediately. | | he County Commission by the Property |
| Explanation for Disposal: (requ | | DED |
| Location: (required) | ne & letter | |
| APPROVED DENIED | By the Taylor County Board of Com | nmission Date |
| | | Date |
| | | |
| | | Chairngan Signature |
| Car Migue | | Jan Bow |
| Department Head | | County Administrator Approval |
| | | yson M. Hill P |
| Date Removed From Asset Re | cords | Fixed Assets Manager |



| 1100 | | | | 4358 |
|---------------------------------|---|-----------------|----------------------|--------------------------------------|
| : BOAR | D OF COUNTY COMMISSION | IERS | Clerk Asset Nu | mber: Board Asset Number: |
| OM: C | OMM. SURCHARGE | DEPT | 0229 | DATE: |
| _ | epartment Name | | Number | |
| Whom I following perty Ro | | | y custody. This info | ormation should be entered on your |
| | Name of Item | | | Make |
| | | | | make |
| | CHARGER | | | |
| | Model | | Year | Serial Number |
| T | DN9816 | | | 291CXU0072 |
| Pu | ircnased with Grant: Yes/No? | ∐ Yes ဩ No | it 'Yes' please ex | plain reason to allow disposition be |
| | | DISPO | SITION DATA | |
| Туре | e of Disposition: SURPLUSE | D | | |
| ** Pro | operty that is missing or unable | | e presented to the | County Commission by the Property |
| | odian immediately. anation for Disposal: (required | ITEMS NO I | LONGER NEEDE | D |
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| APP | PROVED DENIÉD By | the Taylor Coun | ty Board of Commi | ssion Date |
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| | | | | |
| | , | | | Chairman Signature |
| | on Mique | | \hookrightarrow | pour K(Draw |
| Dep | partment Head | | | County Administrator Approval |
| | | | | Typon M. Hill Or |
| Date | Removed From Asset Record | s | | Exed Assets Manager |



| | 4359 |
|---|---|
| Clerk Asset Number | |
| | DATE: |
| Number | |
| | |
| n my custody. This informa | ation should be entered on your |
| FICATION DATA | |
| Room# | Make |
| | |
| Year | Serial Number |
| | 291CXU0073 |
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| ounty Board of Commissio | Date Date Date Airman Signature |
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| THAT OF | | | | 4360 |
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| BOARD OF C | DUNTY COMMISSION | IERS | Clerk Asset Numb | er: Board Asset Number: |
| OM: <u>COMM.</u> | | DEPT . | 0229 | DATE: |
| Departme | nt Name | I | Number | |
| Whom It May C following chan perty Record. | | | custody. This inform | ation should be entered on your |
| | | | | |
| Nar | ne of Item | R | oom # | Make |
| | CHARGER | | | |
| | Model | | Year | Serial Number |
| TDN9816 | ; | | | 291CXU0074 |
| Other Des | cription: | | | |
| | • | | | |
| | | DISPOS | SITION DATA | |
| Type of Disp | osition: SURPLUSEI |) | | |
| | | to locate shall be | e presented to the Cou | nty Commission by the Property |
| Custodian im Explanation | imediately. for Disposal: (ŗequired) | ITEMS NO L | ONGER NEEDED | |
| Location: (re | quired) | Contract. | | |
| APPROVED | 1 | | y Board of Commission | on: |
| | , | • | • | Date |
| | | | | |
| | | | Ch | airman Signature |
| CI | Micha | | \subseteq | punk Bon |
| Departmen | • | | (do | unty Administrator Approval |
| | | | - Chi | 1 11 11 11 5 |
| Date Remove | ed From Asset Records | S | F | x Assets Manager |
| | | | • | / |



| APITAL DE | | | | 4361 |
|---|--|---|-----------------|-------------------------------------|
| BOARD OF COUNTY COMM | MISSIONERS | Clerk Asse | t Number: | Board Asset Number: |
| Department Name | | DEPT <u>0229</u> Number | | DATE: |
| Whom It May Concern: e following changes have occu operty Record. | rred in the pro | operty in my custody. This | s information s | should be entered on your |
| Name of Item | | Room # | | Make |
| CHARGE | R | | | |
| Model | | Year | | Serial Number |
| TDN9816 | | | 293 | ICXU0075 |
| | | | | |
| Purchased with Grant. Yo | es/No? | DISPOSITION DATA | e explain reas | on to allow disposition belo |
| Type of Disposition: SUR | PLUSED | | | |
| ** Property that is missing of Custodian immediately. Explanation for Disposal: (r | er unable to loc equired) <u>IT</u> | cate shall be presented to TEMS NO LONGER NEE | DED | mmission by the Property Date |
| <u>Complete</u> Department Head | | | C/m | Signature A Brown I Som M. Holl C |
| Date Removed From Asset | Records | | Fixed | ssets Manager |



| : BOARD OF COUNTY COMMISSIO | ONERS Clerk Asset Num | ber: Board Asset Number: |
|--|--|---|
| OM: COMM. SURCHARGE Department Name | DEPT <u>0229</u> Number | DATE: |
| Whom It May Concern: e following changes have occurred in operty Record. | the property in my custody. This inform | mation should be entered on your |
| Name of Item | Room # | Make |
| HANDHELD RADIO | | MOTOROLA |
| Model | Year | Serial Number |
| HT1000VH1 | | 402TYJ4746 |
| Other Description: | | |
| | | |
| | DISPOSITION DATA | |
| Type of Disposition: | | |
| ** Property that is missing or unal Custodian immediately. | ole to locate shall be presented to the Co | ounty Commission by the Property |
| | d) Item no longer usable, was replac | ed by new SLERS radios |
| Location: (required) FIRE AN | D RESCUE | |
| APPROVED ☐ DENIED☐ E | By the Taylor County Board of Commiss | ion Date |
| | | Date |
| | _ | the single section of |
| Cr Mape | | hairman Signature |
| Department Head | | ounty Administrator Approval |
| | | /100 M // // M. |
| Date Removed From Asset Reco | rde | Fixed Accets Manager |



| TPITAL OF | | | 4658 |
|---|-------------------|-------------------------|------------------------------------|
| BOARD OF COUNTY COMMISSION | ERS | Clerk Asset Number | er: Board Asset Number: |
| M: COMM. SURCHARGE | DEPT | 0229 | DATE: |
| Department Name | | Number | |
| /hom It May Concern: | | | |
| ollowing changes have occurred in the erty Record. | ne property in my | custody. This inform | ation should be entered on your |
| erty Necolu. | IDENTIFIC | ATION DATA | |
| Name of Item | R | oom# | Make |
| HANDHELD RADIO | | | MOTOROLA |
| Model | | Year | Serial Number |
| HT1000VH1 | | | 402TYJ4780 |
| Other Description: | | | |
| Other Description. | | | |
| | | | |
| | | | |
| Purchased with Grant: Yes/No? | ☐ Yes 🏻 No | If 'Yes' please explain | n reason to allow disposition belo |
| | | | · |
| | | | |
| | DISPO | SITION DATA | |
| | | | |
| Type of Disposition: | | | |
| ** Property that is missing or unable | to locate shall h | a presented to the Cou | nty Commission by the Bronerty |
| Custodian immediately. | to locate shall b | e presented to the cou | nty commission by the Property |
| Explanation for Disposal: (required) | Item no long | er usable, was replaced | 1 by new SLERS radios |
| Location: (required) FIRE AND I | RESCUE | | |
| | | | |
| APPROVED ☐ DENIED☐ By t | he Taylor Coun | y Board of Commissio | n Date |
| | | | Date |
| | | | |
| | | | |
| | | Cha | airman Signature |
| af Milu | | \subseteq | frank Son |
| Department Head | | Ø | unty Administrator Approval |
| | | | 1 10 11/1/1 |
| | | | אודן יוזי משנין |

Date Removed From Asset Records

Fixed Assets Manager



| О: ВС | DARD OF COUNTY COMMISSION | NERS C | lerk Asset Num | ber: Board Asset Number: |
|----------|--|--------------------------|------------------|--|
| ROM | : COMM. SURCHARGE | DEPT <u>02</u> | 29 | DATE: |
| | Department Name | Num | ber | |
| he fol | om It May Concern: llowing changes have occurred in t ty Record. | the property in my cus | | mation should be entered on your |
| | Name of Item | Room | # | Make |
| | HANDHELD RADIO | | | MOTOROLA |
| | Model | Year | | Serial Number |
| | HT1000VH1 | | | 402TYN1202 |
| | Other Description: | | | |
| | | | | |
| \vdash | | | | |
| | Purchased with Grant: Yes/No? | ☐ Yes ☒ No If 'Y | es' please expla | ain reason to allow disposition below. |
| L | | DISPOSITIO | N DATA | |
| | | DISPOSITIO | <u>NDATA</u> | |
| . | Type of Disposition: | | | |
| | * Property that is missing or unable Custodian immediately. | e to locate shall be pre | sented to the Co | unty Commission by the Property |
| | Explanation for Disposal: (required |) Item no longer us | able, was replac | ed by new SLERS radios |
| j, | Location: (required) FIRE AND | RESCUE | | |
| | APPROVED DENIED By | the Taylor County Bo | ard of Commiss | ion |
| | | | | Date |
| | | | _ | |
| | P. 1 Marca | | C | hairman Signature |
| | Col Migue Department Head | | 9 | ounty Administrator Approval |
| _ | | | | med M M Q. |
| F | ate Removed From Asset Record | | | Fixed Assets Manager |



| SAPITAL OF | | | 4660 |
|--|---------------------------------|--|---|
| BOARD OF COUNTY COMMISSION | IERS | Clerk Asset Number: | Board Asset Number |
| M: COMM. SURCHARGE | DEPT | 0229 | DATE: |
| Department Name | Ì | Number | |
| /hom It May Concern: following changes have occurred in the erty Record. | | custody. This information | n should be entered on your |
| | | | |
| Name of Item | R | oom # | Make |
| HANDHELD RADIO | | | MOTOROLA |
| Model | | Year | Serial Number |
| HT1000VH1 | | | 402TYN1213 |
| Other Description: Purchased with Grant: Yes/No? | ☐ Yes ☒ No | If 'Yes' please explain rea | ason to allow disposition be |
| · · · · · · · · · · · · · · · · · · · | | If 'Yes' please explain rea | ason to allow disposition be |
| Purchased with Grant: Yes/No? | | | ason to allow disposition be |
| | DISPOS to locate shall be | SITION DATA | Commission by the Property |
| Purchased with Grant: Yes/No? Type of Disposition: ** Property that is missing or unable Custodian immediately. | to locate shall be | e presented to the County C | Commission by the Property |
| Purchased with Grant: Yes/No? Type of Disposition: ** Property that is missing or unable Custodian immediately. Explanation for Disposal: (required) Location: (required) FIRE AND | to locate shall be Item no long | e presented to the County C | Commission by the Property new SLERS radios |
| Purchased with Grant: Yes/No? Type of Disposition: ** Property that is missing or unable Custodian immediately. Explanation for Disposal: (required) Location: (required) FIRE AND | to locate shall be Item no long | e presented to the County of the usable, was replaced by | Commission by the Property |
| Purchased with Grant: Yes/No? Type of Disposition: ** Property that is missing or unable Custodian immediately. Explanation for Disposal: (required) Location: (required) FIRE AND | to locate shall be Item no long | e presented to the County of the usable, was replaced by Board of Commission | Commission by the Property new SLERS radios |
| Purchased with Grant: Yes/No? Type of Disposition: ** Property that is missing or unable Custodian immediately. Explanation for Disposal: (required) Location: (required) FIRE AND | to locate shall be Item no long | e presented to the County of the usable, was replaced by Board of Commission | Date |



DISPOSITION OF ASSET REPORT TAYLOR COUNTY, FLORIDA

| ГО: ВО | ARD OF COUNTY COMMISSION | NERS | Clerk Asset Numl | per: Board Asset Number: |
|-----------|---|-------------------|-----------------------|---------------------------------------|
| FROM: | COMM. SURCHARGE Department Name | DEPT _ N | 0229 Number | DATE: |
| The follo | om It May Concern: owing changes have occurred in t y Record. | | custody. This inform | nation should be entered on your |
| | Name of Item | Ro | oom # | Make |
| | HANDHELD RADIO | | | MARATRAC |
| | Model | ` | ear | Serial Number |
| | VHF99 CH | | | 776TYW0622 |
| | Other Description: | | | |
| | | | | |
| | Purchased with Grant: Yes/No? | Yes X No | If 'Yes' please expla | in reason to allow disposition below. |
| | | DISPOS | ITION DATA | |
| Т | ype of Disposition: | | | |
| C | Property that is missing or unable ustodian immediately. xplanation for Disposal: (required | | | |
| L | ocation: (required) FIRE AND | RESCUE | | |
| | APPROVED DENIED By | the Taylor County | Board of Commissi | on Date |
| | Cof Mafin Department Head | | 7 | Dunty Administrator Approval |
| | | | | Juson M. Holl Al |
| Da | ate Removed From Asset Record | <u>s</u> | | Fixed Assets Manager |



| CAPITAL OF THE | 1711201130 | 0.111,120.1127 | 4686 |
|---|---------------------|---------------------------|---------------------------------|
| BOARD OF COUNTY COMMISSION | NERS | Clerk Asset Number | Board Asset Number: |
| M: COMM. SURCHARGE | DEPT | 0229 | DATE: |
| Department Name | | Number | |
| Vhom It May Concern: | | | |
| following changes have occurred in t | the property in my | custody. This information | ation should be entered on your |
| erty Record. | IDENTIFIC | ATION DATA | |
| Name of Item | R | oom# | Make |
| DESK RADIO CONTROL | | | MARATRAC |
| Model | | Year | Serial Number |
| VHF99 CH | | | 154SZA0012 |
| Other Description: | | | |
| Other Description. | | | |
| | DISPO | SITION DATA | |
| Type of Disposition: | | | |
| ** Property that is missing or unable | e to locate shall b | e presented to the Cou | nty Commission by the Property |
| Custodian immediately. Explanation for Disposal: (required |) Item no long | ver usable. | |
| | | , | |
| | | | |
| APPROVED ☐ DENIED ☐ By | the Taylor Coun | ty Board of Commissio | n _' Date |
| | | | |
| | | | |
| | | Chi | airman Signature |
| af mope | | | purk Don |
| Department Head | | Ø0i | unty Administrator Approval |
| | | | yson M. Hill Ga |
| Date Removed From Asset Record | s | F | ixed Assets Manager |



| 4.01 | ITAL | | | | 468 / | |
|-------|--|-------------------|-----------------------|---------------|-------------|--------------|
| : BO/ | ARD OF COUNTY COMMISSION | NERS | Clerk Asset Nur | nber: | 3oard Ass | set Number: |
| OM: | COMM. SURCHARGE | DEPT | 0229 | | DATE: | |
| | Department Name | 1 | Number | | | |
| follo | m It May Concern: owing changes have occurred in t r Record. | | custody. This info | rmation shoul | d be ente | ered on your |
| | Name of Item | Ro | oom # | T | Make | |
| 1 | DESK RADIO CONTROL | | | 1 | VHF | |
| - | Model | | | + | Serial Nur | |
| | | | Cai | | | |
| | VHF99 CH | | | 740C | XW2509 | |
| | Other Description: | | | | | |
| | | DISPOS | ITION DATA | | | |
| T | ype of Disposition: | | | | | |
| Cı | Property that is missing or unable ustodian immediately. Explanation for Disposal: (required) | | | County Commi | ssion by 1 | the Property |
| L | ocation: (required) FIRE AND | RESCUE | | | | |
| I A | PPROVED ☐ DENIED☐ By | the Taylor County | / Board of Commis | sion | | |
| | | , | , | | Date | |
| | | | | | | |
| | | | | Chairman Sig | nature | |
| - | Col Migue | | | pers | 1/8 | |
| | Department Head | | (| County Admir | nistrator A | pproval |
| | | | | yson | n M. | Hill St |
| Da | ate Removed From Asset Record | s | | Fixed Asset | s Manage | er |



| APITAL OF | | | 4688 |
|--|---|----------------|--------------------------------|
| OARD OF COUNTY COMMISSION | ERS Clerk Asset | Number: | Board Asset Number: |
| M: COMM. SURCHARGE | DEPT 0229 | | DATE: |
| Department Name | Number | | |
| nom It May Concern: ollowing changes have occurred in the orty Record. | ne property in my custody. This | information sh | nould be entered on your |
| Name of Item | Room # | | Make |
| DESK RADIO CONTROL | | | VHF |
| Model | Year | | Serial Number |
| VHF99 CH | | 74 | 10CXW2535 |
| Other Description: Purchased with Grant: Yes/No? | ☐ Yes ☒ No If 'Yes' please | explain reaso | n to allow disposition bel |
| | Yes No If 'Yes' please DISPOSITION DATA | explain reaso | n to allow disposition be |
| | DISPOSITION DATA to locate shall be presented to the litem no longer usable | | |
| Purchased with Grant: Yes/No? Type of Disposition: ** Property that is missing or unable Custodian immediately. Explanation for Disposal: (required) Location: (required) FIRE AND | DISPOSITION DATA to locate shall be presented to the litem no longer usable | ne County Con | |
| Purchased with Grant: Yes/No? Type of Disposition: ** Property that is missing or unable Custodian immediately. Explanation for Disposal: (required) Location: (required) FIRE AND | DISPOSITION DATA to locate shall be presented to the litem no longer usable RESCUE | ne County Con | nmission by the Property Date |
| Purchased with Grant: Yes/No? Type of Disposition: ** Property that is missing or unable Custodian immediately. Explanation for Disposal: (required) Location: (required) FIRE AND | DISPOSITION DATA to locate shall be presented to the litem no longer usable RESCUE | ne County Con | nmission by the Property Date |

Date Removed From Asset Records

Fixed Assets Manager



| TETTAL O | | 4689 |
|--|---|------------------------------------|
| BOARD OF COUNTY COMMISSION | IERS Clerk Asset Nu | mber: Board Asset Number: |
| M: COMM. SURCHARGE | DEPT <u>0229</u> | DATE: |
| Department Name | Number | |
| Whom It May Concern: following changes have occurred in t erty Record. | he property in my custody. This info | ormation should be entered on your |
| Name of Item | | Make |
| 8' PA SPEAKER | | SPECO AMPED |
| Model | Year | Serial Number |
| VHF99 CH | | |
| Other Description: | | |
| · | | |
| | | |
| | Yes No If 'Yes' please exp | |
| | <u> </u> | |
| Type of Disposition: | | |
| ** Property that is missing or unable Custodian immediately. | e to locate shall be presented to the (| County Commission by the Property |
| Explanation for Disposal: (required | UNKNOWN STATUS | |
| Location: (required) FIRE AND | RESCUE | |
| APPROVED ☐ DENIED☐ By | the Taylor County Board of Commis | ssion: |
| | • | Date |
| | , | |
| | | Chairman Signature |
| Cel Mape | | Jul & Bon |
| Department Head | | County Administrator Approval |
| | | Joon M. Hill Ga |
| Date Removed From Asset Record | s | Fixed Assets Manager |
| | | , |



| TO: E | BOARD OF COUNTY COMMISSION | NERS | Clerk Asset Numb | ber: Board Asset Number: |
|-------|--|--------------------|-----------------------|--|
| FRO | M: COMM. SURCHARGE | DEPT _ | 0229 | DATE: |
| | Department Name | 1 | Number | |
| The f | hom It May Concern: ollowing changes have occurred in t erty Record. | | custody. This inform | mation should be entered on your |
| | Name of Item | Ro | oom # | Make |
| | RADIO | | | MOTOROLA |
| | Model | , | /ear | Serial Number |
| | HD1KDC9AA3 | | | 402TKJA6228 |
| Ī | Other Description: | | | |
| | | | | |
| | Purchased with Grant: Yes/No? | Yes X No | If 'Yes' please expla | ain reason to allow disposition below. |
| L | | DISPOS | ITION DATA | |
| | Type of Disposition: | | | |
| | ** Property that is missing or unable Custodian immediately. | to locate shall be | presented to the Co | unty Commission by the Property |
| 1 | Explanation for Disposal: (required) | Items not usa | ble, replaced by SLE | RS radios |
| Ì | Location: (required) FIRE AND | RESCUE | _ | |
| | APPROVED ☐ DENIED☐ By | the Taylor County | Board of Commissi | on Date |
| | | | | |
| | as moque | | | hairman Signature |
| | Department Head | | <u> </u> | ounty Administrator Approval |
| | | | | ypon M. Hill De |
| | Date Removed From Asset Record | S | ر | ixed Assets Manager |



| TO: I | BOARD OF COUNTY COMMISSION | NERS Clerk Asset Num | ber: Board Asset Number: |
|-------|-------------------------------------|--|--|
| FRO | M: COMM. SURCHARGE Department Name | DEPT <u>0229</u> Number | DATE: |
| The 1 | /hom It May Concern: | the property in my custody. This inform | mation should be entered on your |
| Γ | Name of Item | Room # | Make |
| | RADIO | , teem :: | MOTOROLA |
| ſ | Model | Year | Serial Number |
| | HD1KDC9AA3 | | 402TKJA805 |
| | Other Description: | | |
| | Purchased with Grant: Yes/No? | Yes No If 'Yes' please expla | ain reason to allow disposition below. |
| _ | | DISPOSITION DATA | |
| | Type of Disposition: | | |
| | Custodian immediately. | e to locate shall be presented to the Co | |
| | | Items not usable, replaced by SLE | RS radios |
| | Location: (required) FIRE AND | RESCUE | |
| | APPROVED ☐ DENIED☐ By | the Taylor County Board of Commissi | on Date |
| | Department Head | | hairman Signature Sun R B |
| | Date Removed From Asset Record | <u></u> | Fiyed Assets Manager |



Clerk Asset Number:

5060

Board Asset Number:

| FROM: | COMM. SURCHARGE | DEPT 0229_ | DATE: | |
|-----------|---|---|---|--|
| | Department Name | Number | | |
| The follo | om It May Concern: owing changes have occurred in t y Record. | he property in my custody. This inform IDENTIFICATION DATA | mation should be entered on your | |
| | Name of Item | Room # | Make | |
| | PAGER | | MOTOROLA | |
| | Model | Year | Serial Number | |
| | 7238 | | 253BAG22LP | |
| | Other Description: | | | |
| | Purchased with Grant: Yes/No? | | | |
| | | DISPOSITION DATA | | |
| Т | ype of Disposition: SURPLUS | | | |
| | Property that is missing or unable ustodian immediately. | e to locate shall be presented to the Co | unty Commission by the Property | |
| E | xplanation for Disposal: (required | NO LONGER BEING USED | | |
| L | ocation: (required) FIRE AND | RESCUE | , | |
| Α | APPROVED DENIED By | the Taylor County Board of Commissi | ion Date | |
| - | CA Mayus Department Head | | hairman Signature ounty Administrator Approval | |
| Da | ate Removed From Asset Record | <u></u> | Fixed Assets Manager | |



| TO: BO | ARD OF COUNTY COMMISSION | NERS | Clerk Asset Numb | per: Board Asset Number: |
|----------|---|---------------------------------|-----------------------|---|
| FROM: | COMM. SURCHARGE | DEPT | 0229 | DATE: |
| | Department Name | <u> </u> | lumber | · |
| The foll | om It May Concern: owing changes have occurred in t y Record. | he property in my IDENTIFICA | - | nation should be entered on your |
| | Name of Item | Ro | om # | Make |
| | PAGER | | | MOTOROLA |
| | Model | Y | 'ear | Serial Number |
| | 7238 | | | 253BAG22LP |
| | Other Description: | | | |
| | Purchased with Grant: Yes/No? | ☐ Yes ☒ No | If 'Yes' please expla | in reason to allow disposition below. |
| | | DISPOS | ITION DATA | |
| T | ype of Disposition: SURPLUS | | | |
| | Property that is missing or unable ustodian immediately. | e to locate shall be | presented to the Co | unty Commission by the Property |
| | xplanation for Disposal: (required |) NO LONG | ER BEING USED | |
| L | ocation: (required) FIRE AND | RESCUE | | |
| , | APPROVED DENIED By | the Taylor County | Board of Commissi | ion Date |
| | C M C equ. Department Head | | <u> </u> | hairman Signature January Administrator Approval |
| D | ate Removed From Asset Record | s | • | Fixed Assets Manager |



| TO: E | OARD OF COUNTY COMMISSION | NERS | Clerk Asset Num | ber: Board Asset Number: |
|--------|--|-------------------|-----------------------|--|
| FROM | M: COMM. SURCHARGE | DEPT | 0229 | DATE: |
| | Department Name | 1 | lumber | - |
| The fo | hom It May Concern: ollowing changes have occurred in t erty Record. | | custody. This inform | nation should be entered on your |
| Γ | Name of Item | Ro | oom # | Make |
| | RADIO | | | MOTOROLA |
| | Model | ` | /ear | Serial Number |
| | HT1000 | | | 402TAJ036252 |
| Ī | Other Description: | | | |
| | Purchased with Grant: Yes/No? | ☐ Yes 🏻 No | If 'Yes' please expla | ain reason to allow disposition below. |
| _ | | DISPOS | ITION DATA | |
| | Type of Disposition: SURPLUS | | | |
| | ** Property that is missing or unable Custodian immediately. | | | |
| | Explanation for Disposal: (required | | placed with new SL | ERS radios |
| | Location: (required) FIRE AND | RESCUE | | |
| | APPROVED ☐ DENIED ☐ By | the Taylor County | Board of Commissi | on Date |
| | Department Head | | | baliman Signature Sounty Administrator Approval |
| | Date Removed From Asset Record | <u> </u> | · | Fixed Assets Manager |



DISPOSITION OF ASSET REPORT TAYLOR COUNTY, FLORIDA

| | | | 3001 |
|---------------------------------------|---------------------------|------------------------|-----------------------------|
| BOARD OF COUNTY COMMISSION | IERS C | erk Asset Number: | Board Asset Number: |
| M: COMM. SURCHARGE | DEPT 022 | 29 | DATE: |
| Department Name | Numb | per | |
| hom It May Concern: | | | |
| ollowing changes have occurred in t | he property in my cust | ody. This information | n should be entered on your |
| erty Record. | IDENTIFICATION | J DATA | |
| | 10 11 10 11 10 11 10 11 | | |
| Name of Item | Room | # | Make |
| RADIO | | | MOTOROLA |
| Model | Year | | Serial Number |
| HT1000 | | | 402TAJ0342z |
| Other Description: | | | |
| | | | |
| | | | |
| | DISPOSITIO | N DATA | |
| Type of Disposition: SURPLUS | | | |
| ** Property that is missing or unable | e to locate shall be pres | sented to the County (| Commission by the Property |
| Custodian immediately. | • | - | |
| Explanation for Disposal: (required | | ed with new SLERS | radios |
| Location: (required) FIRE AND | RESCUE | _ | |
| APPROVED ☐ DENIED☐ By | the Taylor County Box | ard of Commission | |
| | | | Date |
| | | | |
| | | Chaire | nan Signatura |
| as moque | | | mw RBm |
| Department Head | | County | Administrator Approval |
| <u> </u> | | | |
| | | | Uson M. Hill K |

Fixed Assets Manager



| | TAYLOR COUNTY, FLO | ORIDA |
|--|---|--|
| CONTAC OF | | 5082 |
| : BOARD OF COUNTY COMMISS | 3112110 | Asset Number: Board Asset Number: |
| OM: COMM. SURCHARGE | DEPT <u>0229</u> | DATE: |
| Department Name | Number | |
| Whom It May Concern: | | This is 6 years to be dealer and an arrange of the second and are second as a second and are second as a second as |
| perty Record. | in the property in my custody. | This information should be entered on your |
| | IDENTIFICATION DAT | <u>ra</u> |
| Name of Item | Room # | Make |
| RADIO | | MOTOROLA |
| Model | Year | Serial Number |
| HT1000 | | 402TAJ0441z |
| Other Description: | | |
| | DISPOSITION DAT | TA |
| Type of Disposition: SURPLUS | | |
| | ble to locate shall be presented | d to the County Commission by the Property |
| Custodian immediately. Explanation for Disposal: (required) | ed) item was replaced wi | ith new SLERS radios |
| Location: (required) FIRE A | ND RESCUE | |
| APPROVED ☐ DENIED ☐ | By the Taylor County Board of | f Commission |
| | , | Date |
| | | |
| | | Chairman Signature |
| _ ly Moku | | man R Bon |
| Department Head | _ | County Administrator Approval |
| | | Typon M. Hill & |
| Date Removed From Asset Reco | ords | Fixed Assets Manager |



| Sept. | PITA | TATLOR COL | DN11, FLORIDA | 5083 |
|-------|--|----------------------|----------------------|----------------------------------|
| D: BC | DARD OF COUNTY COMMISSION | IERS | Clerk Asset Numb | |
| ROM: | COMM. SURCHARGE | DEPT | 0229 | DATE: |
| | Department Name | i | Number | |
| | om It May Concern: lowing changes have occurred in t | ho proporty in my | ouetody. This inform | nation should be entered an your |
| | ty Record. | | ATION DATA | iation should be entered on your |
| | Name of Item | R | oom# | Make |
| | RADIO | | | MOTOROLA |
| | Model | | Year | Serial Number |
| | HT1000 | | | 402TAJ00458z |
| | Other Description: | | | |
| | | DISPOS | SITION DATA | |
| 1 | Type of Disposition: SURPLUS | | | |
| * | * Property that is missing or unable Custodian immediately. | e to locate shall be | presented to the Co | unty Commission by the Property |
| E | Explanation for Disposal: (required | item was r | eplaced with new SL | ERS radios |
| Įι | ocation: (required) FIRE AND | RESCUE | | |
| , | APPROVED ☐ DENIED☐ By | the Taylor Count | y Board of Commissi | on _' Date |
| | | | | Date |
| | | | _ | |
| | | | Ch | nairman Signature |
| | Department Hood | | <u></u> | Wate Administrator Approval |
| L | Department Head | | <u>_</u> | Senty Administrator Approval |
| | | | | 1 yson in lill |
| D | ate Removed From Asset Record | s | F | Axed Assets Manager |



| TO: BC | OARD OF COUNTY COMMISSION | IERS | Clerk Asset Numb | per: Board A | Asset Number: |
|---------|---|--------------------|-----------------------|---------------------|--------------------|
| FROM: | COMM. SURCHARGE | DEPT | 0229 | DATE | :: |
| | Department Name | N | lumber | | |
| The fol | om It May Concern: lowing changes have occurred in t ry Record. | | • | nation should be er | ntered on your |
| _ | | IDENTIFICA | IION DATA | | |
| | Name of Item | Ro | om # | Ма | ke |
| | RADIO | | | MOTOROLA | A |
| | Model | Y | ear ear | Serial N | lumber |
| | HT1000 | | | 402TZW0: | 508z |
| | Other Description: | | | | |
| | | | | | |
| | D | | | | |
| | Purchased with Grant: Yes/No? | Yes X No | If 'Yes' please expla | in reason to allow | disposition below. |
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| * | Property that is missing or unable sustodian immediately. | to locate shall be | presented to the Co | unty Commission b | y the Property |
| E | explanation for Disposal: (required) | item was re | placed with new SL | ERS radios | |
| L | ocation: (required) FIRE AND | RESCUE | | | |
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| | Department Head | | | dunty Administrator | Approval |
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DISPOSITION OF ASSET REPORT TAYLOR COUNTY, FLORIDA

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| BOA | ARD OF COUNTY COMMISSION | IERS | Clerk Asset Numbe | r: Board Asset Number: |
| | COMM. SURCHARGE | DEPT | 0229 | DATE: |
| | Department Name | I | Number | |
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| erty | Record. | IDENTIFICA | ATION DATA | |
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| | RADIO | | | MOTOROLA |
| | Model | , | Year | Serial Number |
| | HT1000 | | | 402TBC5207 |
| | Other Description: | | | |
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| | Purchased with Grant: Yes/No? | | | reason to allow disposition belo |
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Fixed Assets Manager



TO: BOARD OF COUNTY COMMISSIONERS

DISPOSITION OF ASSET REPORT TAYLOR COUNTY, FLORIDA

Clerk Asset Number:

5335

Board Asset Number:

| OM: COMM. SURCHARGE | DEPT <u>0229</u> | DATE: |
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| Department Name | Number | |
| Whom It May Concern: e following changes have occurred in to perty Record. | he property in my custody. This inform | nation should be entered on your |
| Name of Item | Room # | Make |
| RADIO | | MOTOROLA |
| Model | Year | Serial Number |
| HT1000 | | 402TBE2942 |
| Other Description: | | |
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| | DISPOSITION DATA | |
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| ** Property that is missing or unable Custodian immediately. | e to locate shall be presented to the Co | unty Commission by the Property |
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| | C | hairman Signature |
| Department Head | $\overline{\underline{\sigma}}$ | ounty Administrator Approval |
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| Date Removed From Asset Records | 5 | Fixed Assets Manager |



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| DEPT <u>0229</u> | DATE: |
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| the Taylor County Board of Commiss | ion: |
| | Date |
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| | chairman Signature |
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| | aunty Administrator Approval |
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| . S | Fixed Assets Manager |
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| Department Name | Ŋ | lumber | | | |
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| Department Head | | | County A | dministrator Approval | |
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| | Department Name | N | umber | | |
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| | Department Head | | | County A | dministrator Approval |
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| BOARD OF COUNTY COMMISSION | NERS Clerk Asset Nur | mber: Board Asset Number: |
| OM: Comm. Surcharge | DEPT <u>0229</u> | DATE: |
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| Department Head | | County Administrator Approval |
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| Date Removed From Asset Records | | 1 Water Williams |
| Date Removed From Asset Records | | Fixed Assets Manager |



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| BOARD OF COUNTY COMMISSION | NERS Clerk Asset Nur | mber: Board Asset Number: |
| M: Comm. Surcharge | DEPT <u>0229</u> | DATE: |
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| CAPITAL | | 5343 |
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| BOARD OF COUNTY COMMISSION | NERS Clerk Asset Num | ber: Board Asset Number: |
| DM: Comm. Surcharge | DEPT <u>0229</u> | DATE: |
| Department Name | Number | |
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| Department Head | | ounty Administrator Approval |
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| BOARD OF COUNTY COMMISSION | NERS Clerk Asset Num | nber: Board Asset Number: |
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| DM: EMS | DEPT 0240 | DATE: |
| Department Name | Number | |
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TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO REVIEW AND CONSIDER APPROVAL OF BOARD POLICY 1.03 - ADVISORY COMMITTEE ATTENDANCE POLICY, AS AGENDAED BY DUSTIN HINKEL, ASSISTANT COUNTY ADMINISTRATOR

MEETING DATE REQUESTED:

OCTOBER 7, 2013

Statement of Issue:

THE BOARD TO APPROVE A POLICY

Recommended Action: APPROVE

Fiscal Impact:

N/A

Budgeted Expense:

N/A

Submitted By:

DUSTIN HINKEL, ASSISTANT COUNTY ADMINISTRATOR

Contact:

838-3500x7

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: STAFF PRESENTED AND INCORPORATED COMMENTS RECEIVED FROM THE BOARD AT THE AUGUST AND SEPTEMBER WORKSHOPS. THE FINAL VERSION IS SUBMITTED FOR APPROVAL AND EXECUTION.

Options:

APPROVE/NOT APPROVE

Attachments:

BOARD POLICY #1.03 – ADVISORY COMMITTEE

ATTENDANCE POLICY



Taylor County

Board of County Commissioners' Policy Manual

| Policy #: | Title: | Effective Date: |
|-----------|--------------------------------------|-----------------|
| 1.03 | Advisory Committee Attendance Policy | 10/7/2013 |

PURPOSE

Advisory Committees are established by the Board of County Commissioners to provide representative and expert advice on projects and programs affecting the public. Committees are governed by the same rules of procedure as the Commission making the sustainment of a quorum critical to achieving the goals and objectives of the committee. The purpose of this policy is to establish a procedure for the expulsion of Advisory Committee Members who do not attend regular committee meetings.

REFERENCE Taylor County Board of County Commissioners Rules of Procedures **POLICY**

- (1) A member of an advisory committee established by the Board of County Commissioners shall be dismissed from service to the advisory committee when the member has recorded two (2) consecutive unexcused absences from regularly scheduled meetings. The member shall be notified of their dismissal immediately following their second (2nd) consecutive absence by certified, return receipt mail.
 - For the purpose of this policy, an absence is determined to be "unexcused" if (a) the committee member does not receive the consent of a majority of the advisory committee declaring the absence as excused prior to or immediately following the absence during a regularly scheduled meeting.
- (2)A member of an advisory committee established by the Board of County Commissioners shall be dismissed from service to the advisory committee when the member has been recorded as absent, excused or unexcused, in more than 50% of the regularly scheduled meetings of the advisory committee for a year of service beginning and ending on the day of appointment for the committee member. The member shall be notified of their dismissal immediately following their appointment date by certified, return receipt mail.

(3) Should the dismissed member choose to appeal their dismissal the member must inform the Office of the County Administrator of their intention to appeal within seven (7) calendar days of receipt of their notice of dismissal. If notice of appeal is received within this deadline, the County Administrator shall schedule the appeal to be heard by the Board of County Commissioners at their next regularly scheduled meeting. As the appointing authority, the Board shall make the final decision to uphold the dismissal or reinstate the member. If an appeal is not received within the deadline, the County Administrator shall direct staff to immediately solicit to fill the vacancy. The incoming applicant shall serve the remaining term of the dismissed member, unless otherwise specified by the Board.

Office of the County Administrator

TAYLOR COUNTY BOARD OF COMMISSIONERS County Commission Agenda Item SUBJECT/TITLE: Renewal of lease for Taylor Dental Center Meeting Date: 10/7/2013 **Statement of Issue:** Renewal of lease for Taylor Dental Center Recommendation: Renew current lease Fiscal Impact: \$ 1.00 per year lease Budgeted Expense: Yes No N/A North Florida Medical Centers, Inc. Submitted By: Contact: Jeff Lawson, phone 850-508-8314, email jlawson@nfmc.org SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS **History, Facts & Issues:** Current lease was executed Oct. 30, 2008 with a term of three years plus two one year automatic renewals. The final one year renewal expires on 10/21/2013. 1. _____ Options: 2. _____ Attachments:

LEASE OF OFFICE SPACE

| 1. This Lease is made and executed the | nisday of | , 2013, by and bety | veen the |
|--|----------------|------------------------|------------------------|
| BOARD OF COUNTY COMMISSIC | NERS OF TAYLOR | COUNTY, 201 East Green | Street, Perry, Florida |
| 32347, herein called "Lessor", and | | | |
| DENTAL CENTER, herein called "Le | ssee". | • | , |

- 2. Lessor hereby leases to Lessee and Lessee hereby rents from Lessor, the space as presently constituted, hereinafter called the premises, known as the internal medicine practice location of Guy Mohammed, M.D., consisting of approximately 3,500 square feet in the building located at 409 East Ash Street, Perry, Florida, hereinafter called the "building".
- 3. The space is leased for an initial term of three (3) years, to commence at 12:00 noon on October 21, 2013, and to end at 12:00 noon on October 21, 2016. This lease will automatically by renewed for two (2) one (1) year periods upon expiration of that initial term.
- 4. The total annual rent is the sum of One Dollar (\$1.00) which is payable during the first month of each year of the initial term and on the first month of each yearly renewal following the initial term.
- 5. Lessee shall use and occupy the premises for dental health care activities and for no other purpose. Lessor represents that the premises may lawfully be used for such purpose.
- 6. Lessee shall pay rent to Lessor at Lessor's above-stated address, or at such other place as Lessor may designate in writing.
- 7. Lessee shall commit no act of waste and shall take good care of the premises and the fixtures and appurtenances therein and shall, in the use and occupancy of the premises, conform to all laws, orders, and regulations of the federal, state and county governments. All improvements made by Lessee to the premises which are so attached to the premises that cannot be removed without material injury to the premises, shall become the property of Lessor upon installation. Not later than the last day of the term, Lessee shall, at Lessee's expense, remove all of Lessee's personal property and those improvements made by Lessee which have not become the property of Lessor, including trade fixtures, cabinetwork, moveable paneling, partitions, and the like; repair all injury done by or in connection with the installation or removal of such property and improvements; and surrender the premises in as good condition as they were at the beginning of the term, reasonable wear, damage by fire, the elements, casualty, or other cause not due to the misuse or neglect of Lessee or Lessee's agents, employees, excepted. All property of Lessee remaining on the premises after the last day of the term of this lease shall be conclusively deemed abandoned and may be removed by Lessor.
- 8. Lessee shall not, without first obtaining the consent of Lessor, make any alterations, additions or improvements in, to or on and about the premises other than those modifications necessary for a functional medical/dental office.
- 9. Lessee shall not do or suffer anything to be done on the premises that will increase the rate of fire insurance on the building. The Lessor shall be the beneficiary of the Lessee's fire insurance policy on the building.

- 10. Lessee shall not, without first notifying the Lessor, abandon the premises, or allow the premises to become vacant or deserted.
- 11. Lessee shall not, without first obtaining the written consent of Lessor, assign, mortgage, pledge or encumber this lease, in whole or in part, or sublet the premises or any part thereof. This covenant shall be binding on the legal representatives of Lessee, and on every person or agency to whom Lessee's interest under this lease passes by operation of law.
- 12. Lessee shall be responsible for payment for all utilities upon the leased premises.
- 13. Lessee shall, within ten (10) days after notice from Lessor, discharge any mechanic's liens for materials or labor claimed to have been furnished to the premises on Lessee's behalf.
- 14. Lessor may enter the premises at any reasonable time on reasonable notice to Lessee for the purpose of inspection or the making of repairs, replacement, or additions in, to, on and about the premises or the building, as Lessor deems necessary or desirable. Such repairs, replacement or additions to the premises or building shall not materially interrupt daily operations of the dental center.
- 15. No representations or promises shall be binding on the parties hereto except those representations and promises contained herein or in some future writing signed by the party making such representations or promises.
- 16. Lessor covenants that Lessee shall peaceably and quietly have, hold, and enjoy the premises for the term herein mentioned, subject to the provision of this lease.
- 17. This Lease shall be interpreted by the laws of the State of Florida, and venue of any lawsuit shall be exclusively in Taylor County, Florida.
- 18. Either party may cancel this Lease with 90 days' notice at their discretion.
- 19. On a quarterly basis the Lessee will update the Lessor on their fee schedule.

Joel Montgomery, President/CEO
North Florida Medical Centers, Inc.
d/b/a Taylor Dental Center

LESSOR:

Pam Feagle, Chair
Board of County Commissioners
Taylor County

ATTEST:

Annie Mae Murphy, Clerk

NFMC FY13 Dental Services & Fee Schedule

| NEMCE | Y13 Dental Services & Fee S | | | |
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| D0120 D0140 | LIMIT ORAL EVAL PROBLM FOCUS | | æ | 48.00 |
| D0140 D0150 | COMPREHENSVE ORAL EVALUATION | | \$ \$ | 55.00 |
| D0130 | RE-EVAL, EST PT, PROBLEM FOCUS | | э \$ | 47.00 |
| D0170 | COMP PERIODONTAL EVALUATION | | φ \$ | 55.00 |
| D0100 | INTRAOR COMPLETE FILM SERIES | | φ \$ | 97.00 |
| D0210 | INTRAORAL PERIAPICAL FIRST F | | φ \$ | 22.00 |
| D0220 | INTRAORAL PERIAPICAL EA ADD | | \$ | 12.00 |
| D0230 | DENTAL BITEWING SINGLE FILM | | φ \$ | 23.00 |
| D0270 | DENTAL BITEWINGS TWO FILMS | | \$ | 39.00 |
| D0272 | DENTAL BITEWINGS FOUR FILMS | | φ \$ | 52.00 |
| D0330 | DENTAL PANORAMIC FILM | | φ \$ | 99.00 |
| D1110 | DENTAL PROPHYLAXIS ADULT | | φ \$ | 69.00 |
| D1110 | DENTAL PROPHYLAXIS CHILD | | φ \$ | 55.00 |
| D1203 | TOPICAL APP FLUORIDE CHILD | | φ \$ | 36.00 |
| D1204 | TOPICAL APP FLUORIDE ADULT | | φ \$ | 36.00 |
| D1204 | TOPICAL FLUORIDE VARNISH | | э \$ | 35.00 |
| D1200 | ORAL HYGIENE INSTRUCTION | | | |
| D1350 | DENTAL SEALANT PER TOOTH | | \$ | 28.00 |
| D1351 | AMALGAM ONE SURFACE PERMANEN | | \$ | 41.00 |
| D2140 D2150 | AMALGAM TWO SURFACES PERMAN | | \$ | 108.00 |
| D2160 | AMALGAM THREE SURFACES PERMAN | | \$ | 134.00 |
| D2160 D2161 | AMALGAM 1 OR > SURFACES PERM | ì | \$ | 163.00 |
| D2330 | | | \$ | 197.00 |
| D2330 | RESIN ONE SURFACE-ANTERIOR RESIN TWO SURFACES-ANTERIOR | | \$ | 124.00 |
| | | | \$ | 160.00 |
| D2332 | RESIN THREE SURFACES-ANTERIO | | \$ | 196.00 |
| D2335 | RESIN 4/> SURF OR W INCIS AN ANT RESIN-BASED CMPST CROWN | | \$ | 247.00 |
| D2390 | | | \$ | 230.00 |
| D2391 | POST 1 SRFC RESINBASED CMPST | | \$ | 138.00 |
| D2392 | POST 2 SRFC RESINBASED CMPST | | \$ | 184.00 |
| D2393 | POST 3 SRFC RESINBASED CMPST | | \$ | 232.00 |
| D2394 | POST >=4SRFC RESINBASE CMPST | | \$ | 270.00 |
| D2920 | DENTAL RECEMENT CROWN | | \$ | 88.00 |
| D2930 | PREFAB STNLSS STEEL CRWN PRI | | \$ | 237.00 |
| D2931 | PREFAB STNLSS STEEL CROWN PE | | \$ | 270.00 |
| D2940 | DENTAL SEDATIVE FILLING | | \$ | 94.00 |
| D3220 | THERAPEUTIC PULPOTOMY | | \$ | 161.00 |
| D3310 | END THXPY, ANTERIOR TOOTH | | \$ | 606.00 |
| D3320 | END THXPY, BICUSPID TOOTH | | \$ | 725.00 |
| D4211 | GINGIVECTOMY/PLASTY PER TOOTH | | \$ | 182.00 |
| D4321 | PROVISIONAL SPLINT EXTRACORO | | \$ | 375.00 |
| D4341 | PERIODONTAL SCALING & ROOT | | \$ | 224.00 |
| D4355 | FULL MOUTH DEBRIDEMENT | | \$ | 153.00 |
| D4910 | PERIODONTAL MAINT PROCEDURES | | \$ | 120.00 |
| D7014 | POST OP | | \$ | - |

| D7111 | EXTRACTION CORONAL REMNANTS |
|-------|------------------------------|
| D7140 | EXTRACTION ERUPTED TOOTH/EXR |
| D7210 | REM IMP TOOTH W MUCOPER FLP |
| D7310 | ALVEOPLASTY W/ EXTRACTION |
| D7321 | ALVEOLOPLASTY NOT W/EXTRACTS |
| D7410 | RAD EXC LESION UP TO 1.25 CM |
| D7473 | REMOVE TORUS MANDIBULARIS |
| D7510 | I&D ABSC INTRAORAL SOFT TISS |
| D9110 | TX DENTAL PAIN MINOR PROC |
| D9211 | REGIONAL BLOCK ANESTHESIA |
| D9221 | GENERAL ANESTHESIA EA AD 15M |
| D9230 | ANALGESIA |
| D9930 | TREATMENT OF COMPLICATIONS |
| D9951 | LIMITED OCCLUSAL ADJUSTMENT |
| | |
| | |

| \$ 127.00 | |
|--------------|-----|
| \$ 127.00 | |
| \$ 251.00 | |
| \$ 244.00 | |
| \$ 429.00 | |
| \$ 477.00 | |
| \$ 300.00 | Err |
| \$ 184.00 | l |
| \$ 104.00 | |
| \$ 35.00 | |
| \$ - | |
| \$ 72.00 | |
| \$ 104.00 | |
| \$ 131.00 | |

Error correction per Angie.

Notes: "38% increase is percent increase in Medical Charge Fees determined from RVU Cost-Based approach.

There is not relaiable RVU Cost-based fee setting approach currently available for Dental Charges.

LEASE OF OFFICE SPACE

- 1. This Lease is made and executed this 30 day of October, 2008, by and between the BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, 201 East Green Street, Perry, Florida 32347, herein called "Lessor", and NORTH FLORIDA MEDICAL CENTERS, INC., d/b/a TAYLOR DENTAL CENTER, herein called "Lessee".
- 2. Lessor hereby leases to Lessee and Lessee hereby rents from Lessor, the space as presently constituted, hereinafter called the premises, known as the internal medicine practice location of Guy Mohammed, M.D., consisting of approximately 3,500 square feet in the building located at 409 East Ash Street, Perry, Florida, hereinafter called the "building".
- 3. The space is leased for an initial term of three (3) years, to commence at 12:00 noon on October 21, 2008, and to end at 12:00 noon on October 21, 2011.

 This lease will automatically be renewed for two (2) one (1) year periods upon expiration of that initial term.
- 4. The total annual rent is the sum of One Dollar (\$1.00) which is payable during the first month of each year of the initial term and on the first month of each yearly renewal following the initial term.
- 5. Lessee shall use and occupy the premises for dental health care activities and for no other purpose. Lessor represents that the premises may lawfully be used for such purpose.
- 6. Lessee shall pay rent to Lessor at Lessor's above-stated address, or at such other place as Lessor may designate in writing.
- 7. Lessee shall commit no act of waste and shall take good care of the premises and the fixtures and appurtenances therein and shall, in the use and occupancy of the premises, conform to all laws, orders, and regulations of the federal, state and county governments. All improvements made by Lessee to the premises which are so attached to the premises that cannot be removed without material injury to the premises, shall become the property of Lessor upon installation. Not later than the last day of the term, Lessee shall, at Lessee's expense, remove all of Lessee's personal property and those improvements made by Lessee which have not become the property of Lessor, including trade fixtures, cabinetwork, moveable paneling, partitions, and the like; repair all injury done by or in connection with the installation or removal of such property and improvements; and surrender the premises in as good condition as they were at the beginning of the term, reasonable wear, damage by fire, the elements, casualty, or other cause not due to the misuse or neglect of Lessee or Lessee's agents, employees, excepted. All property of Lessee remaining on the premises after the last day of the term of this lease shall be conclusively deemed abandoned and may be removed by Lessor.
- 8. Lessee shall not, without first obtaining the consent of Lessor, make any alterations, additions or improvements in, to or on and about the premises other than those modifications necessary for a functional medical/dental office.

- 9. Lessee shall not do or suffer anything to be done on the premises that will increase the rate of fire insurance on the building. The Lessor shall be the beneficiary of the Lessee's fire insurance policy on the building.
- 10. Lessee shall not, without first notifying the Lessor, abandon the premises, or allow the premises to become vacant or deserted.
- 11. Lessee shall not, without first obtaining the written consent of Lessor, assign, mortgage, pledge or encumber this lease, in whole or in part, or sublet the premises or any part thereof. This covenant shall be binding on the legal representatives of Lessee, and on every person or agency to whom Lessee's interest under this lease passes by operation of law.
- 12. Lessee shall be responsible for payment for all utilities upon the leased premises. **
 - s. 4
- 13. Lessee shall, within ten (10) days after notice from Lessor, discharge any mechanic's liens for materials or labor claimed to have been furnished to the premises on Lessee's behalf.
- 14. Lessor may enter the premises at any reasonable time on reasonable notice to Lessee for the purpose of inspection or the making of repairs, replacement, or additions in, to, on and about the premises or the building, as Lessor deems necessary or desirable. Such repairs, replacement or additions to the premises or building shall not materially interrupt daily operations of the dental center.
- 15. No representations or promises shall be binding on the parties hereto except those representations and promises contained herein or in some future writing signed by the party making such representations or promises.
- 16. Lessor covenants that Lessee shall peaceably and quietly have, hold, and enjoy the premises for the term herein mentioned, subject to the provision of this lease.
- 17. This Lease shall be interpreted by the laws of the State of Florida, and venue of any lawsuit shall be exclusively in Taylor County, Florida.
- 18. Either party may cancel this Lease with 90 days notice at their discretion.
- 19. On a quarterly basis the Lessee will update the Lessor on their fee schedule.

LESSEE:

Don Porterfield, VP//CEO North Florida Medical Centers, Inc. d/b/a Taylor Dental Center LESSOR:

Clay Bethea, Chairman

Board of County Commissioners

Taylor County

ATTEST:

Annie Mae Murphy, Clerk

8/29/2008

Taylor Dental Charge Master - 2008

| CPT Code | CPT Short Description | CPT Standard Fee |
|----------|------------------------------|---------------------|
| D0120 | PERIODIC ORAL EVALUATION | 28.00 |
| D0140 | LIMIT ORAL EVAL PROBLM FOCUS | 35.00 |
| D0150 | COMPREHENSVE ORAL EVALUATION | 40.00 |
| D0180 | COMP PERIODONTAL EVALUATION | 40.00 |
| D0210 | INTRAOR COMPLETE FILM SERIES | 70.00 |
| D0220 | INTRAORAL PERIAPICAL FIRST F | 16.00 |
| D0230 | INTRAORAL PERIAPICAL EA ADD | 9.00 |
| D0240 | INTRAORAL OCCLUSAL FILM | 25.00 |
| D0270 | DENTAL BITEWING SINGLE FILM | 17.00 |
| D0272 | DENTAL BITEWINGS TWO FILMS | 28.00 |
| D0274 | DENTAL BITEWINGS FOUR FILMS | 38.00 |
| D0460 | PULP VITALITY TEST | 34.00 |
| D1110 | DENTAL PROPHYLAXIS ADULT | 50.00 |
| D1120 | DENTAL PROPHYLAXIS CHILD | 40.00 |
| D1201 | TOPICAL APPLIC. FLUOR.CHILD | 57.00 |
| D1203 | TOPICAL FLUOR W/O PROPHY CHI | 26.00 |
| D1204 | TOPICAL FLUOR W/O PROPHY ADU | 26.00 |
| D1205 | TOPICAL APPLIC FLUORIDE ADUL | 72.00 |
| D1206 | TOPICAL FLUORIDE VARNISH | 25.00 |
| D1330 | ORAL HYGIENE INSTRUCTION | 20.00 |
| D1351 | DENTAL SEALANT PER TOOTH | 30.00 |
| D2140 | AMALGAM ONE SURFACE PERMANEN | 78.00 |
| D2150 | AMALGAM TWO SURFACES PERMANE | 97.00 |
| D2160 | AMALGAM THREE SURFACES PERMA | 118.00 |
| D2161 | AMALGAM 4 OR > SURFACES PERM | 143.00 |
| D2330 | RESIN ONE SURFACE-ANTERIOR | 90.00 |
| D2331 | RESIN TWO SURFACES-ANTERIOR | 116.00 |
| D2332 | RESIN THREE SURFACES-ANTERIO | 142.00 |
| D2335 | RESIN 4/> SURF OR W INCIS AN | 179.00 |
| D2391 | POST 1 SRFC RESINBASED CMPST | 100.00 |
| D2392 | POST 2 SRFC RESINBASED CMPST | 133.00 |
| D2393 | POST 3 SRFC RESINBASED CMPST | 168.00 |
| D2394 | POST >=4SRFC RESINBASE CMPST | 196.00 |
| D2920 | DENTAL RECEMENT CROWN | 64.00 |
| D2940 | DENTAL SEDATIVE FILLING | 68.00 |
| D3110 | PULP CAP DIRECT | 48.00 |
| D3120 | PULP CAP INDIRECT | 46.00 |
| D3220 | THERAPEUTIC PULPOTOMY | 117.00 |
| D3221 | GROSS PULPAL DEBRIDEMENT | 100.00 |
| D3320 | ROOT CANAL THERAPY 2 CANALS | 525.00 |
| D4321 | PROVISIONAL SPLINT EXTRACORO | 272.00 |
| D4341 | PERIODONTAL SCALING & ROOT | 162.00 |

8/29/2008

Taylor Dental Charge Master - 2008

| CPT Code | CPT Short Description | CPT Standard Fee |
|----------|---|---------------------|
| D4355 | FULL MOUTH DEBRIDEMENT | 111.00 |
| D4910 | PERIODONTAL MAINT PROCEDURES | 87.00 |
| D4920 | UNSCHEDULED DRESSING CHANGE | 60.00 |
| D7111 | EXTRACTION CORONAL REMNANTS | 92.00 |
| D7140 | EXTRACTION ERUPTED TOOTH/EXR | 92.00 |
| D7210 | SURGICAL REM ERUPTED TOOTH W MUCOPER FL | 182.00 |
| D7220 | IMPACT TOOTH REMOV SOFT TISS | 196.00 |
| D7230 | IMPACT TOOTH REMOV PART BONY | 252.00 |
| D7310 | ALVEOPLASTY W/ EXTRACTION | 177.00 |
| D7320 | ALVEOPLASTY W/O EXTRACTION | 253.00 |
| D7510 | I&D ABSC INTRAORAL SOFT TISS | 133.00 |
| D7971 | EXCISION PERICORONAL GINGIVA | 143.00 |
| D9110 | TX DENTAL PAIN MINOR PROC | 75.00 |
| D9951 | LIMITED OCCLUSAL ADJUSTMENT | 95.00 |
| D9971 | ODONTOPLASTY 1-2 TEETH | 68.00 |



TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO CONSIDER RATIFICATION OF THE COUNTY ADMINISTRATOR'S SIGNATURE APPROVING THE FY 2011 STATE HOMELAND SECURITY GRANT PROGRAM AWARD LETTER, AS AGENDAED BY DUSTIN HINKEL, EM DIRECTOR

MEETING DATE REQUESTED: OCTOBER 7, 2013

Statement of Issue: THE BOARD TO RATIFY

Recommended Action: RATIFY

Fiscal Impact:

N/A

Budgeted Expense:

N/A

Submitted By:

DUSTIN HINKEL, ASSISTANT COUNTY ADMINISTRATOR

Contact:

838-3500x7

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: UPON INSPECTION DURING CLOSEOUT OF THIS GRANT STAFF WAS ALERTED TO THE FACT THAT THIS DOCUMENT HAD NOT BEEN SIGNED. WITH APPROVAL FROM THE GRANTING AGENCY THE COUNTY ADMINISTRATOR SIGNED THE DOCUMENT TO CONTINUE THE CLOSEOUT PROCESS.

Options:

APPROVE/NOT APPROVE

Attachments:

AWARD LETTER



DIVISION OF EMERGENCY MANAGEMENT

CHARLIE CRIST Governor

DAVID HALSTEAD Director

November 8, 2010

SUBGRANTEE: Taylor County

ISSUE NUMBER

PROJECT TITLE

FINAL ALLOCATION

10

Post Disaster Redevelopment Plan

\$34,798.00

1010

Exercise Program (Functional)

\$15,000.00

2702 Directors Row

Orlando, FL 32809-5631

GRANT PERIOD: August 1, 2010 - January 31, 2013 AWARD TOTAL: \$49,798.00

FEDERAL GRANT NO: 2010-SS-T0-0092

STATE AGREEMENT NO: Provided Upon Execution

In accordance with the provisions of Federal Fiscal Year 2010 Homeland Security Grant Program, the Florida Division of Emergency Management hereby awards to the foregoing Subgrantee a grant in the amount shown above.

Payment of Funds: This Award Letter must be signed by the Official Authorized to Sign in the space below and the original returned to the Florida Division of Emergency Management before execution of your agreement. The subgrantee should not expend any funds until they receive a fully executed agreement from the Florida Division of Emergency Management and all Special Conditions are satisfied. Grant funds will be disbursed to subgrantees (according to the approved project budget) upon receipt of evidence that items have been invoiced, deliverables have been received and that funds have been expended (i.e., invoices, contracts, itemized expenses, canceled checks, etc.).

Supplantation: The Act requires that subgrantees provide assurance that subgrant funds will not be used to supplant or replace local or state funds or other resources that would otherwise have been available for homeland security activities. In compliance with that mandate, I certify that the receipt of federal funds through Florida Division of Emergency Management shall in no way supplant or replace state or local funds or other resources that would have been made available for homeland security activities.

Conditions: I certify that I understand and agree that funds will only be expended for those projects outlined in the funding amounts as individually listed above. I also certify that I understand and agree to comply with the general and fiscal terms and conditions of the grant including special conditions; to comply with provisions of the Act governing these funds and all other federal laws; that all information is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized to commit the applicant to these requirements; and that all agencies involved with this project understand that all federal funds are limited to a thirty-month (30) period.

SPECIAL CONDITIONS

 The grantee and any subgrantee shall comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit Requirements. A non-exclusive list of regulations commonly applicable to DHS grants are listed below:

A. Administrative Requirements

- 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
- 2 CFR Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110)

B. Cost Principles

- 2 CFR Part 225, Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87)
- 2. 2 CFR Part 220, Cost Principles for Educational Institutions (OMB Circular A-21)
- 3. 2 CFR Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122)
- Federal Acquisition Regulations (FAR), Part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations

C. Audit Requirements

- 1. OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations
- Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of FEMA.
- 3. The recipient agrees that all allocations and use of funds under this grant will be in accordance with the FY 2010 Homeland Security Grant Program (HSGP) guidance and application kit.
- 4. The recipient shall not undertake any project having the potential to impact Environmental or Historical Preservation (EHP) resources without the prior approval of FEMA, including but not limited to ground disturbance, construction, modification of structures, and purchase and use of sonar equipment. Recipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the recipient must ensure monitoring of ground disturbance, and if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Any construction activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding.
- 5. A. Provision applicable to a recipient that is a private entity.
 - 1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not:
 - Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - b. Procure a commercial sex act during the period of time that the award is in effect; or
 - c. Use forced labor in the performance of the award or subawards under the award.
 - 2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity:

- a. Is determined to have violated a prohibition in paragraph A.1 of this award term; or
- b. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph A.1 of this award term through conduct that is either:
 - i. Associated with performance under this award; or
 - ii. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)," as implemented by our agency at 2 CFR Part 3000.
- B. Provisions applicable to a recipient other than a private entity. We as the Federal warding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity:
 - 1. Is determined to have violated a prohibition in paragraph A.1 of this award term; or
 - 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph A.1 of this award term through conduct that is either:
 - Associated with performance under this award; or
 - Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Non-procurement)," as implemented by our agency at 2 CFR Part 3000.
- C. Provision applicable to any recipient.
 - 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A.1 of this award term.
 - 2. Our right to terminate unilaterally that is described in paragraph A.2 or B of this section:
 - a. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - Is in addition to all other remedies for noncomplicance that are available to us under this award.
 - 3. You must include the requirements of paragraph A.1 of this award term in any subaward you make to a private entity.
- 6. Definitions. For purposes of this award term:
 - 1. "Employee" means either:
 - a. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - b. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 - 2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 - 3. "Private entity" means:
 - a. Any entity other than a State, local government, Indian Tribe, or foreign public entity, as those terms are, defined in 2 CFR 175.25.
 - b. Includes:

- A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian Tribe at 2 CFR 175.25(b).
- ii. A for-profit organization.
- 4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22U.S.C. 7102).
- 7. A. "Classified national security information," as defined in Executive Order (EO) 12958, as amended, means information that has been determined pursuant to EO 12958 or any predecessor order to require protection against unauthorized disclosure and is marked to indicate its classified status when in documentary form.
 - B. No funding under this award shall be used to support a contract, subaward, or other agreement for goods or services that will include access to classified national security information if the award recipient has not been approved for and has access to such information.
 - C. Where an award recipient has been approved for and has access to classified national security information, no funding under this award shall be used to support a contract, subaward, or other agreement for goods or services that will include access to classified national security information by the contractor, subawardee, or other entity without prior written approval from the DHS Office of Security, Industrial Security Program Branch (ISPB), or, an appropriate official within the Federal department or agency with whom the classified effort will be performed.
 - D. Such contracts, subawards, or other agreements shall be processed and administered in accordance with the DHS "Standard Operating Procedures, Classified Contracting by States and Local Entities," dated July 7, 2008; EOs 12829, 12958, 12968, as amended; the National Industrial Security Program Operating Manual (NISPOM); and/or other applicable implementing directives or instructions. All security requirement documents are located at: http://www.dhs.gov/xopnbix/grants/index.shtm
 - E. Immediately upon determination by the award recipient that funding under this award will be used to support such a contract, subaward, or other agreement, and prior to execution of any actions to facilitate the acquisition of such a contract, subaward, or other agreement, the award recipient shall contact ISPB, or the applicable Federal department or agency, for approval and processing instructions.

DHS Office of Security ISPB contact information:

Email: DD254AdministrativeSecurity@dhs.gov

Mail: Department of Homeland Security

Office of the Chief Security Officer

ATTN: ASD/Industrial Security Program Branch

Washington, D.C. 20528

ACCEPTANCE FOR THE SUBGRANTEE:

Signature of Official Authorized to Sign for Grantee

Signature of State Administrative Agency



TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO TASK THE COUNTY ATTORNEY TO WORK WITH THE ATTORNEY FROM DOCTORS' MEMORIAL HOSPITAL TO INCORPORATE COMMENTS RECEIVED AT THE SEPTEMBER WORKSHOP INTO A NEW DRAFT LEASE AGREEMENT FOR THE HOSPITAL, AS AGENDAED BY DUSTIN HINKEL, ASSISTANT COUNTY ADMINISTRATOR

MEETING DATE REQUESTED: OCTOBER 7, 2013

Statement of Issue:

THE BOARD TO TASK THE COUNTY ATTORNEY

Recommended Action: APPROVE

Fiscal Impact:

N/A

Budgeted Expense:

N/A

Submitted By:

DUSTIN HINKEL, ASSISTANT COUNTY ADMINISTRATOR

Contact:

838-3500x7

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: THE BOARD DISCUSSED AND COMMENTED ON THE DRAFT HOSPITAL LEASE AT THE SEPTEMBER WORKSHOP. IF APPROVED, THE COUNTY ATTORNEY WILL BE TASKED WITH INCORPORATING THE COMMENTS INTO A NEW DRAFT LEASE AGREEMENT.

Options:

APPROVE/NOT APPROVE

Attachments:

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to ratify the County Administrator's signature on the grant application for the 2014-2015 Florida Recreation Development Assistance Program (FRDAP) grant program requesting funding assistance for improvements to Hodges Park at Keaton Beach.

MEETING DATE REQUESTED:

October 7, 2013

Statement of Issue: Board to ratify the County Administrator's signature on the

2014-2015 FRDAP grant application requesting funding

assistance for improvements to Hodges Park.

Recommended Action: Ratify the County Administrator's on the 2014-2015 FRDAP

grant application.

Fiscal Impact: The County will be requesting funding assistance in the amount of

\$50,000 with no match required from the County.

However, it should be noted when staff was preparing the budget, the estimated cost of the project was \$52,960.00. With this, if awarded the grant the County may need to provide approximately \$3,000 to complete the project.

Budgeted Expense: Y/N Not applicable

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The Board held two public hearings (August 5 and August 20, 2013) and approved moving forward with submitting a grant application requesting funding assistance in the amount of \$50,000 for renovation and improvements to Hodges Park. The improvements include: the playground with a shade covering, restroom/shower area, restriping the paved parking area, sand and beach upgrades. repairs to the pier, habitat signage, an additional security light, and repairs and painting of the two elevated picnic pavilions. If awarded the grant, the funds will be available in July/August 2014 and the County will have three years to complete the project.

Taylor County has funded numerous projects in the past with FRDAP funds. These projects include Phase 1 and Phase 2 of the Sports Complex, Steinhatchee Park, and Hodges Park. Taylor County has not submitted an

application for the past four years due to the State not funding the program or very limited funding of the program. **Attachments: Grant Application**

Hodges Park at Keaton Beach Taylor County, Florida



Florida Recreation Development Assistance Program Grant 2014-2015

Hodges Park at Keation Beach FRDAP 2014 – 2015 Table of Contents

APPLICATION

EXHIBIT A CIP PLAN AND LETTER OF VERIFICATION

EXHIBIT B SCORP OBJECTIVES NARRATIVE

PUBLIC PARTICIPATION DOCUMENTATION

EXHIBIT C C-1

C-2

EXHIBIT D DOCUMENTATION OF ABILITY TO

SUPPORT

EXHIBIT E NOT APPLICABLE

EXHIBIT F NOT APPLICABLE

EXHIBIT G CONCEPTUAL SITE PLAN

EXHIBIT H NOT APPLICABLE

EXHIBIT I NOT APPLICABLE

EXHIBIT J NOT APPLICABLE

EXHIBIT K BOUNDARY MAP

EXHIBIT L PHOTOGRAPHS OF PROJECT SITE

EXHIBIT M LOCATION MAP AND DIRECTIONS

EXHIBIT N SITE CONTROL DOCUMENTS

EXHIBIT O NOT APPLICABLE

EXHIBIT P DESCRIPTION OF PHYSICAL CHARACTERISTICS OF PROJECT

EXHIBIT Q LETTERS OF SUPPORT AND
MISCELLANIOUS

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM **GRANT APPLICATION PACKET** 2014-2015

PART I — GENERAL INFORMATION

1. APPLICANT INFORMATION

FAX: (850) 838-3563

| R1 | TI — GENERAL INFORMATION (DEP USE ON | ILY) |
|----|--|---------|
| | Received: | |
| | Postmarked: | |
| | Application Number: | |
| ΑF | PPLICANT INFORMATION | |
| Α. | Name of Applicant: Taylor County Board of Commissioners | |
| В. | . Federal Employer Identification Number:** 59-6000879 **(This number must be registered at My Florida Market Place with the address the warrant forwarded) | will be |
| C. | . Population: | |
| D. | Current Operating Budget: \$19,327,003 (This is the operating budget for the city, county or special district, and not just the department | budget |
| E. | . Contact Person: Melody Cox Title: Grants Director (The contact person is someone who will be in direct contact with DEP and be responsible for administering this grant if awarded) | |
| F. | Mailing Address: 201 E Green Street | |
| | City/State: Perry, FL Zip Code: 32347 | |
| | Telephone: (850) 838-3553 E-mail: melody.cox@taylorcountygov.com | |

I hereby certify that the information provided in this application is true and accurate. I further certify that I possess the authority to apply for this grant on behalf of the applicant.

Signature of City or County Manager/Title

9/27/2013

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

2. PROJECT INFORMATION

| A. | Name of Project: Hodges Park at Keaton Beach Improvements |
|----|--|
| В. | Project Type (Check One): Project cannot be a combination of acquisition and development |
| | Acquisition: |
| | Development: X |
| | _XOn land owned by applicant |
| | On land currently under site control by applicant |
| | Date site control expires: |
| | Trail Construction: |
| | On land owned by applicant |
| | On land currently under site control by applicant |
| | Date site control expires: |
| | Development projects must be under site control (owned by deed, or leased or dedicated for minimum of 30 years from the date of application) by the close of the submission period (September 30, 2013). |
| | • School board property is ineligible either by lease or ownership. |
| | • Include a copy of the site control documents (e.g., deed, lease, etc.). If providing a Quit Claim Deed, please attach a copy of a 30 year title search or title opinion. |
| | (Tab as Exhibit "N") |
| | See site control documents in Exhibit "N". |
| | Copies of the Site Dedication documents are also included in Exhibit "N". |

| | Street Address: 21275 Keaton Beach Drive | | |
|----|---|---|--------------------------------------|
| | Cit | ty: Perry County: Taylor | Zip Code: <u>32348</u> – <u>7575</u> |
| | GIS Coordinates: Latitude: 29°49'08.03" N Longitude: 83°35'38.18"W | | |
| | 1. Submit a boundary map of the project area providing a description and sketch of a project area boundaries, display known easements and be legally sufficient to ident the project area. Aerial photographs are accepted as boundary maps, as long the boundaries are identified. | | |
| | | | (Tab as Exhibit "K") |
| | 2. Submit color, on-site photographs for all three copies of your application, sufficie to depict the physical characteristics of the project area. | | |
| | | | (Tab as Exhibit "L") |
| | 3. Location map and directions: Submit a detailed road map precisely locating the projective along with clear written driving instructions from the nearest federal or stability highway. NOTE: Confirm that street names listed are the same as those posted street signs in the area. Please do not use Map Quest or any other computer mapping program for this. (Tab as Exhibit "M | | |
| D. | LEGISLATIVE DISTRICTS IN WHICH THE PROJECT SITE IS LOCATED: This should be the Florida Senate and Florida House district in which the propose project site is located. If you are not sure of the district, contact your local office of the Supervisor of Elections. (There is only one each.) | | |
| | Sta | ate Senator: Bill Montford | Senate District Number: 3 |
| | Sta | ite Representative: <u>Halsey Beashears</u> | House District Number:7 |
| | | | |
| E. | | TAL NUMBER OF ACRES BEING ACQUERES BEING DEVELOPED: 8.2 Acres | IRED OR TOTAL NUMBER OF |

C. PROJECT LOCATION:

| DESCRIBE THE PHYSICAL CHARACTERISTICS OF THE P. | ROJECI. |
|--|--|
| 1) For Development Projects: | |
| (a) Provide a description of the proposed project which includes existing and proposed physical improvements, natural and hist proposed resource protection/conservation and any existing but | orical resources, any |
| See Exhibit "P" | |
| | |
| | |
| (b) Indicate if a natural spring is located on project site: | YesXNo |
| (c) Indicate if there is public access to the park either through an easement: | existing street or |
| Describe Public Access: | _ <u>X_</u> YesNo |
| Hodges Park is located on the existing street of Keaton Beach located directly on Keaton Beach Drive and the Gulf. | Drive. Hodges Park is |
| (If additional room neede | d - Tab as Exhibit "P") |
| 2) For Acquisition Projects: (in addition to the above information |) |
| (a) If the proposed project consists of acquiring multiple parcels of identify specific order in which the parcels will be acquired to that all parcels cannot be acquired, the purposes of the project address the ability to have public access to the park either throstreet or easement. | ensure that in the event can be achieved. Also |
| Not applicable. This is not an acquisition project. | |
| | |
| | |
| | |

(If additional room needed - Tab as Exhibit "P")

3. FINANCIAL INFORMATION

GRANT MATCH RATIOS: (Based on the grant cap of \$200,000)

| Project Cost | State Share | Grantee Share |
|---------------------------|-------------|----------------------|
| \$50,000 or less | 100% | 0% |
| \$50,001 to \$150,000 | 75% | 25% |
| \$150,001 up to \$400,000 | 50% | 50% |

Project Cost = State Share + Grantee Share

Refer to Chapter 62D-5.055(4), F.A.C. for complete information on match requirements and match types. The Total Project Cost (Line F) must equal the grant request (Line A) plus the total local match (Line E). This figure (Line F) should not total more than \$400,000 for the purpose of this application.

| A. | FRDAP Funds Requested (State Share) | Line A \$_50,000 |
|----|--|---|
| В. | Local Funds Available: (Grantee Share) | |
| | 1. Cash: | Line B \$0 |
| | 2. In-Kind: | Line C \$ |
| | 3. Land Value: If property is developed, la | Line D \$ 0 nd value CANNOT be used as a match. |
| | Total Local Match: | Line E $\$$ 0 Sum of lines B, C and D |
| C. | Total Cost of Proposed Project: | Line F \$50,000 Sum of Lines A and E (Should not total more than \$400,000) |

(If approved for REDI Match Waiver, fill out REDI Waiver Form located under FRDAP Administrative Forms at www.dep.state.fl.us/parks/OIRS) (Tab as Exhibit "O")

Taylor County is eligible for the REDI Wavier but the project is \$50,000 which is 100% state funded.

D. PROJECT WORK PLAN (COMPLETE FOR ALL PROJECTS, DEVELOPMENT AND ACQUISITION):

On page 11 & 12 as attachment A, list the project Work Plan for the elements for this application. The Project elements are listed with the related tasks and deliverables. Primary elements and support elements should be listed separately. Use as many project elements and tasks needed to complete the project.

Remember to include each element in your conceptual site plan. Submit a conceptual site plan displaying the areas and facilities to be developed as proposed on page 11 & 12 of this application. The site plan must correlate with the project boundary map and work plan elements. The site plan must CLEARLY DELINEATE using color codes between facilities/opportunities currently existing, facilities proposed for funding (page 11 & 12) in this application and facilities planned for future development. If project is an acquisition project, be sure to submit on the site plan the proposed elements to be developed as listed on page 19 of this application. Also identify different FRDAP phases on the site plan and any LWCF phases.

DEVELOPMENT PROJECTS:

PRIMARY RECREATION AREAS AND FACILITIES: Primary facilities include all recreation facilities and opportunities. Primary cost must be equal to or greater than fifty percent (50%) of the total cost. Primary examples are: beach access, picnic facilities, fishing piers, ball fields, tennis courts, trails, trailheads, shade structures for recreational facilities, etc. Enclosed structures are not eligible costs. Costs of planning and site preparation should be included within the cost of each element. If land value is used as match, it should be included under primary cost. If this is a trail project, list the uses or types of trails. If developing one trail for multi-purposes state multi-purpose trail, but if doing several different trails list separately with each use (example: walking trail or bike trail).

SUPPORT FACILITIES AND IMPROVEMENTS: Support facilities are facilities which can not stand alone, or which would have little or no public outdoor recreational value without the primary facility. No enclosed structures are eligible except restrooms, bathhouses or restroom/concession stands. Other support examples are: parking, landscaping, and security lighting. Amenities such as benches, or bike racks will receive no points when being scored. The enclosed structures listed above cannot be phased and must be completed with one grant.

ACQUISITION PROJECTS:

If acquisition project, on page 11 & 12, list the project work plan for the acquisition phase of the project.

(Tab as Exhibit "H")

ATTACHMENT A

PROJECT WORK PLAN

Project Name Hodges Park Improvements

Grantee Name Taylor County Board of Commissioners

Please list the each project element along with its objective and estimated amount:

Primary Elements:

Project Element 1 (description and amount):

Improvements to playground including a 20 x 30 shade covering. \$16,685.00

Project Element 2(description and amount):

Improvements to Beach access which includes site grading, 100 tons (5 loads) of sand and Kalinich woven wood picket sand screen friendly. \$8,455.00

Project Element 3(description and amount):

Improvements to fishing pier including handicap accessibility improvements. \$4,500.00

Project Element 4(description and amount):

Repairs and improvements to picnic pavilions. \$600.00

Project Element 5(description and amount):

Project Element 6(description and amount):

Support Elements:

Project Element 1 (description and amount):

Installation of Security Light.

\$5,800.00

Project Element 2(description and amount):

Improvements to restroom facility including shower area. Construction of a new sidewalk to the restrooms is also included in the restroom improvements. \$9,110.00

Project Element 3(description and amount):

Parking facility improvements which includes restriping the parking area and designated handicap accessibility parking. \$2,100.00

Project Element 4(description and amount):

Nature study area including construction of an educational kiosk and installation habitat signage. **\$2,750.00**

The project reimbursement is limited to no more than three (3) invoices, but can be less. No partial invoices for an element will be approved. An element must be 100% complete before a reimbursement request can be submitted. An amendment request must be submitted and approved prior to the deletion of any project element. Examples of documentation can be such things as: photographs along with status report of work completed, commencement documentation, and/or closeout documentation.

Commencement Documentation required prior to Reimbursement Request

| _ | Commence | cinent bocumentatio | nt required prior to Ke | mindai seniene ix | <u></u> |
|-----|----------|-----------------------|-------------------------|-------------------|-------------------------------|
| | | | | | DOCUMENTATION/ |
| | BILLING/ | ELEMENTS/ | ELEMENT | MATCH | DELIVERABLES TO BE |
| | NUMBER | WORK TO BE | BUDGET AMOUNT | AMOUNT TO | SUBMITTED UPON |
| | | COMPLETED | FOR | BE | COMPLETION BEFORE |
| | | | REIMBURSEMENT | CLAIMED | REIMBURSEMENT CAN BE |
| L | | | | | APPROVED |
| | 1 | Beach access | \$22,065.00 | \$0.00 | Invoice and proof of payment. |
| | | improvements, | | | Pictures documenting |
| | | restroom facility | | | completion of work. |
| | | improvements and | | | |
| | | repairs, fishing pier | | | |
| | | improvements. | | | |
| | | | | | |
| | 2 | Playground | \$19,385.00 | \$0.00 | Invoice and proof of payment. |
| | | improvements, | | | Pictures documenting |
| | | picnic pavilion | | | completion of work. |
| | | improvements and | | | |
| | | parking facility | | | |
| ľ | | improvements. | | | |
| | | | | | |
| | 3 | Installation of | \$8,550.00 | \$0.00 | Invoice and proof of payment. |
| | | nature study | | | Pictures documenting |
| | | signage and kiosk, | | | completion of work. |
| | | installation of | | | |
| | | security light. | | | |
| | | | | | |
| | TOTAL | | | | |
| 100 | FUNDING | \$50,000.00 | \$50,000.00 | \$0.00 | |
| | AMOUNT | | | | |

Performance Standard: Approval of deliverables is based upon review for compliance with the requirements for funding under the Florida Recreation Development Assistance Program.

PART II — EVALUATION CRITERIA

GENERAL CRITERIA

1. CAPITAL IMPROVEMENT PLAN

A. Is the proposed project identified, in whole or in part, in the applicant's capital improvement plan or schedule during the current or next three (3) fiscal years?

Provide:

1) A letter from the agency's city or county manager certifying the five year capital improvement schedule is officially adopted and date adopted. Project will not receive points if letter is not submitted and does not state the date CIP was adopted.

- And -

2) A copy of the five-year capital improvement schedule included in the applicant's adopted Local Comprehensive Plan, stating project by name, amount and year (County or City budgets are not the same as capital improvement schedules) Please highlight project name, amount and year.

(20 points)

| X | Yes | No |
|----|-----|--------|
| OR | | |

B. Is the proposed project identified as part of the plan through an adopted resolution committing the applicant to amend their capital improvement plan or schedule and complete the project should it receive program funds?

Provide: a copy of a fully executed resolution amending the existing schedule to include the proposed project. The resolution must clearly indicate the proposed project by name, amount and year and cannot be older than 3 years.

| | | _ | (10 g | points) |
|---------|--------|---|-------|---------|
| Yes | No | | | |

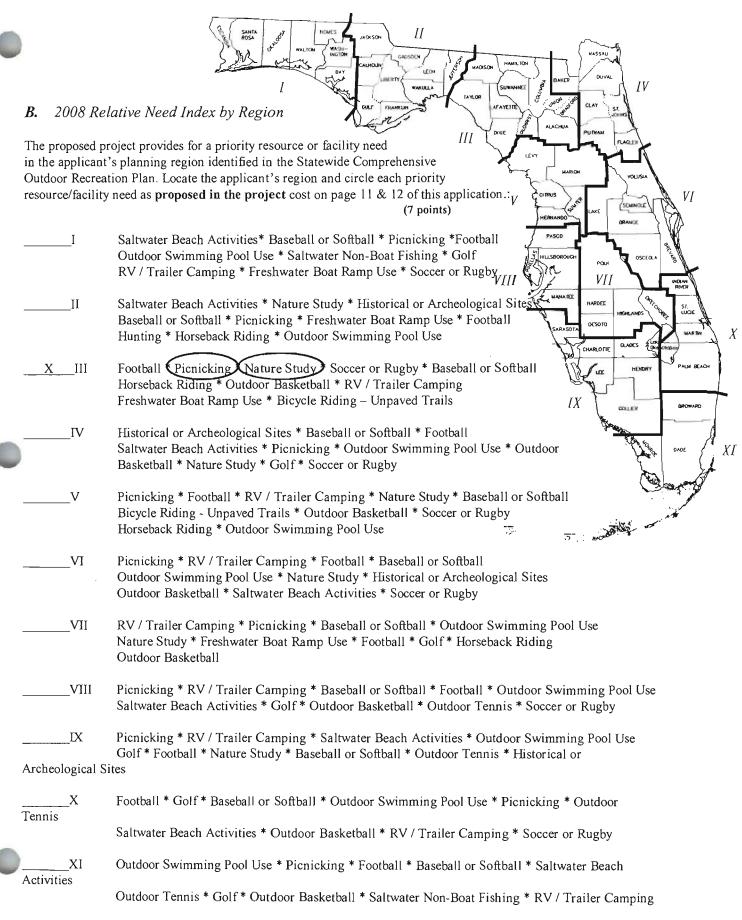
(Tab as

Exhibit "A")

2. STATE COMPREHENSIVE OUTDOOR RECREATION PLAN

A. Explain how the proposed project would address one or more of the issues or goals identified in the State Comprehensive Outdoor Recreation Plan. Use the OUTDOOR RECREATION IN FLORIDA- 2008 (Chapter 6 & 7). Provide quotations or other appropriate references with explanations to justify the correlation. To receive points, must give a detailed explanation as to how the project meets the goals, cannot only list the goals.

(Tab as Exhibit "B") (4 points)



3. PUBLIC PARTICIPATION

Indicate which of the following apply (Check ALL that apply):

(To receive points for this section any meetings, presentations, or surveys must be held in the current year or within the <u>previous 3 years</u> of application and each of <u>the three meetings must be held separately</u> to receive each set of points. <u>Meetings also must be held prior to the application submittal.</u>)

X A. A pre-advertised public meeting was held solely for the purpose of discussing the proposed project. Attach a copy of ad and proof of publication for the advertisement. Advertisement needs to state where and when advertised. If submitting 2 applications, must hold separate meeting for each project (unless they are phased projects of the same park). If not advertised in a newspaper, need a written explanation as to how, when and where advertised, along with a copy of notice/advertisement.

(Tab as Exhibit "C-1") (10

points)

X B. The project was discussed at a <u>regularly</u> scheduled meeting of the applicant's advisory board responsible for park, recreation or leisure service activities. Provide <u>a copy of the minutes</u> of the advisory board meeting(s) where this project was discussed. The board must be an appointed group of citizens, such as a parks and recreation advisory board, who would normally review projects similar to the proposed grant application. Planning and zoning or similar boards may be used if a parks and recreation advisory board does not exist. CITY OR COUNTY COMMISSIONS ARE NOT CONSIDERED ADVISORY BOARDS.

(Tab as Exhibit "C-2") (7

points)

X C. Public input on the proposed project was obtained through presentations to community organizations, neighborhood associations and/or a written opinion survey. Provide documentation (minutes from the meeting which the project was discussed with date or thank-you letter from an organization, association, etc.) showing that presentations regarding this project were made to community organizations or groups OR provide a copy of the survey, who surveyed and summary of the results. Letters of support are not acceptable to receive points.

(Tab as Exhibit "C-3") (4 points)

| 4 | OPER | A | TIO | N | A | N | n | M | A | IN | CEN | A | N | CE |
|---|------|---|-----|---|---|---|---|---|---|----|-----|---|---|----|
| | | | | | | | | | | | | | | |

| Capability to develop, operate and maintain the project site: (Check ONLY one): |
|--|
| Provide <u>a brief description</u> of how development, programming and maintenance will be provided and <u>a copy of an agency organizational chart</u> . Must provide both to receive points. |
| X The applicant has a full-time recreation or park department staffed to provide facility development, programming and maintenance. |
| (Tab as Exhibit "D") (6 points) The applicant has demonstrated the existence of a full-time ability to provide facility development, programming and maintenance. |
| points) The applicant has other means of providing facility development, programming and maintenance. (Tab as Exhibit "D") (4) |
| (Tab as Exhibit "D") (2 points) |
| 5. PARK PARTNERSHIP |
| The proposed project is supported through a fully executed written cooperative agreement between the applicant and a private or public entity (within the current or past 3 years) in which said entity agrees to furnish 10% or more of the total project costs in cash, land, or labor services for the <u>development/construction</u> of this project with the applicant holding the leading management responsibility. The written agreement must be executed by the end of the submission period and quantify the donation in monetary units. This can be a cooperative agreement between both parties or a letter from the entity agreeing to furnish 10% of the total project costs in cash, materials, land, or labor services. |
| (A management or maintenance agreement is not acceptable.) |
| Yes X No (Tab as Exhibit "E") (3 points) |
| 6. TRAIL CONNECTIVITY |
| The project provides for increased trail access by connecting an existing, publicly owned and designated recreational trail which is <u>outside the project boundary</u> . Indicate on the site plan the project trail/connection and <u>name and location of existing trail(s) outside the boundaries</u> . |
| Yes X No (Tab as Exhibit "G") (5 points) |

DEVELOPMENT CRITERIA (COMPLETE ONLY FOR DEVELOPMENT PROJECTS)

1. NEW DEVELOPMENT

List the existing facilities/improvements on the project site. Include improvements such as baseball fields, basketball courts, trails, boat ramps, etc. (Bullet lists are encouraged) (If undeveloped, state None). The site plan must clearly delineate between facilities/opportunities currently existing, facilities proposed for funding in this application and facilities planned for future development. Identify and color code different funding phases from the existing facilities.

(Tab as Exhibit "G") (5 points, if undeveloped)

Existing facilities include:

- Playground
- Picnic Pavilions
- Parking facility

- Fishing pier
- Restrooms
- Beach access

2. INFRASTRUCTURE ASSESSMENT OF LOCAL GOVERNMENT RECREATION AND PARK DEPARTMENT FACILITY NEEDS IN THE STATE OF FLORIDA

A) List the facilities which are addressed on page 11 & 12 of this application which are identified in the priority ranked index clusters of outdoor facilities needs for renovation and/or new construction identified within the applicant's population density as set forth in the Department's study entitled "Infrastructure Assessment of Local Government Recreation and Park Department Facility Needs in the State of Florida" effective December 1995. (See attached pages 24-28 for Priority Ranked Index Clusters. A project facility not listed in the priority ranked indexes will receive a score of a similar facility included in the indexes, as determined by the Department staff.) (If developing trails, must have separate trails to receive separate points.

(Maximum 30

points)

The Hodges Park Project includes the following facilities which will be renovated or a newly constructed facility.

| Renovation | New |
|------------------|--|
| Fishing Pier | Nature Study Area with Kiosk and Signage |
| Playground | Security Lighting |
| Restrooms | |
| Beach Access | |
| Picnic Pavilions | |
| Parking Facility | |
| | |

| B) | Does | the | proposed | project, | in v | vhole | or in | part, | address | the | highest | priorit | y of |
|----|---------|-------------|-------------|---------------|--------|--------|---------|---------|-----------|-------------|----------|----------|-------|
| | infrast | ructu | ire funding | needs fo | r the | applic | ant's p | opulat | ion densi | ty as s | et forth | in the s | study |
| | titled | "199 | 95 INFRA | <i>ASTRUC</i> | TURI | E AS | SESS | MENT | OFL | <i>OCAL</i> | GOV | ERNM. | ENT |
| | RECE | REAT | TION AND | PARK I | DEPA | RTM | ENT I | FACIL. | ITY NEI | EDS II | V THE | STATE | E OF |
| | FLOR | <i>YIDA</i> | ". Use the | e table b | elow. | to det | ermine | e in wh | ich prio | rity fui | nding n | eed ran | iking |
| | the pr | oject | falls. (Che | ck ONL | Y one, |): | | | | | | | |
| | | | | | | | | | | | | | |

| (13 points) | X Highest Priority Funding Need |
|-------------|--------------------------------------|
| (8 points) | Second Highest Priority Funding Need |

| Population Density 1 – Population Under 10,000 | Rank 1 Rank 2 | Construction Renovation |
|--|------------------|----------------------------|
| Population Density 2 – Population 10,000 to 24,999 | Rank 1 Rank 2 | Renovation Construction |
| Population Density 3 – Population 25,000 to 49,999 | Rank 1 Rank 2 | Construction Renovation |
| Population Density 4 – Population 50,000 to 99,999 | Rank 1 Rank 2 | Construction Renovation |
| Population Density 5 – Population 100,000 and Over | Rank 1 Rank 2 | Renovation Construction |

Source: The 1995 Infrastructure Assessment of Local Government Recreation and Park Department Facility Needs in the State of Florida

ACQUISITION CRITERIA (COMPLETE ONLY FOR ACQUISITION PROJECTS)

1. INFRASTRUCTURE ASSESSMENT OF LOCAL GOVERNMENT RECREATION AND PARK DEPARTMENT FACILITY NEEDS IN THE STATE OF FLORIDA

List all the facilities that will be developed for this project. Only facilities identified in the top three priority ranked index clusters of outdoor facilities needs for new construction identified within the applicant's population density as set forth in the Department's study entitled "Infrastructure Assessment of Local Government Recreation and Park Department Facility Needs in the State of Florida", effective December 1995, will receive these points. (Priority ranked index clusters are attached as pages 24-28.)

| (15 |
|-----|
| |

points)

Not applicable.

2. NEEDED RECREATIONAL ACREAGE

Describe how the project provides for identified need(s) for additional park acreage pursuant to the applicant's adopted local comprehensive plan. *Provide the following:*

| A. | Needed acres/Person and | Total Acreage Under Local | Control |
|----|-------------------------|---------------------------|---------|
|----|-------------------------|---------------------------|---------|

B. Provide excerpts of the applicant's local comprehensive plan as supporting back-up documentation and highlight the information that pertains to this section.

(Tab as Exhibit "F") (15 points)

Not applicable.

3. CAPITAL IMPROVEMENT PLAN

| A) | | the proposed <u>development</u> of the property identified in the applicant's capital rovement plan (CIP) or schedule during the current or next three (3) fiscal years? |
|----|------------|--|
| | 1). | Provide: a letter from the agency's city or county manager certifying the five yea capital improvement schedule is officially adopted and date adopted. Project will not receive points if letter is not submitted and does not state the date CIP was adopted. |
| | | - And- |
| | 2). | Provide: a copy of the five-year capital improvement schedule included in thapplicant's adopted Local Comprehensive Plan, stating project by name, amount any year (County or City budgets are not the same as capital improvement schedules) Highlight project name, amount and year. |
| | | (6 points |
| | | X YesNo |
| | OR | |
| B) | ado | ne proposed <u>development</u> of the property included as part of the plan through a pted resolution committing the applicant to amend their CIP and develop the property ald it receive program funds? |
| | the dev | vide: a copy of a fully executed resolution amending the existing schedule to includ development of the proposed project. The resolution must clearly indicate the clopment of the proposed project by name, year and amount and cannot be olded a 3 years. |
| | tria | (3 points |
| | | YesNo |
| | | (Tab as Exhibit "A") |
| | | |

TRAIL CONSTRUCTION CRITERIA (COMPLETE ONLY FOR CONSTRUCTION OF TRAIL PROJECTS)

1. NEW DEVELOPMENT

List the existing facilities/improvements on the project site. Include improvements such as trails, trailheads, ball fields, basketball courts, etc. (Bullet lists are encouraged. If undeveloped, state None.) The site plan must clearly delineate between facilities/opportunities currently existing, facilities proposed for funding in this application and facilities planned for future development. Identify and color code different funding phases from the existing facilities.

(Tab as Exhibit "G") (5 points, if undeveloped)

Not applicable.

2. STATE GREENWAYS AND TRAILS PLAN

Explain how the proposed project would address one or more issues or goals as identified in the Florida Greenways and Trails System Plan. Use "Florida Greenways and Trails System Plan—2013-2017". Provide quotations or other appropriate references to justify the correlation. Use a separate sheet if necessary.

(Tab as Exhibit "H") (6

points)

Not applicable

3. STATE OF FLORIDA DESIGNATED RECREATIONAL GREENWAY OR TRAIL

| The project is located on or connects with a State of Provide a map and documentation (letter from Officonnectivity. Designation Agreements must be full the connectivity. | ce of Greenways and Trails) indicating |
|--|---|
| YesNo | (Tab as Exhibit "I") (3 |
| points) Not applicable. | (140 40 2)41000 1) (6 |
| 4. REGIONAL OR LOCAL GREENWAYS AN | D TRAILS PLAN |
| Explain how the proposed project would implement a regional or local governmental entity. Provide que explanations to justify correlation. Enclose a copy adopted Greenway Plan. | otations or appropriate references with |
| points) | (Tab as Exhibit "J") (4 |
| Questions 4 through 6 in this section are not applic | cable. This is not a trail project. |

5. MIXED USE OR SINGLE USE TRAILS

| Does the specific trail design demonstrate that the project will support: Mixed use recreational trail opportunities, either motorized or non-motorized | d, or both? |
|---|--|
| YesNo | (8 points) |
| OR | |
| Single use recreational trail opportunities? | |
| YesNo | (6 points) |
| AND PARK DEPARTMENT FACILITY NEEDS IN THE STATE Does the proposed project, in whole or in part, address the highest pric funding needs for the applicant's population density as set forth in th INFRASTRUCTURE ASSESSMENT OF LOCAL GOVERNMENT IN PARK DEPARTMENT FACILITY NEEDS IN THE STATE OF FLOR below to determine in which priority funding need ranking the project falls. | ority of infrastructure the study titled "1995 RECREATION AND PIDA". Use the table |
| Highest Priority Funding Need | (13 points) |
| Second Highest Priority Funding Need | |

| Population Density 1 – Population Under 10,000 | Rank 1 Rank 2 | Construction Renovation |
|--|------------------|----------------------------|
| Population Density 2 – Population 10,000 to 24,999 | Rank 1 Rank 2 | Renovation Construction |
| Population Density 3 – Population 25,000 to 49,999 | Rank 1 Rank 2 | Construction Renovation |
| Population Density 4 – Population 50,000 to 99,999 | Rank 1 Rank 2 | Construction Renovation |
| Population Density 5 – Population 100,000 and Over | Rank 1 Rank 2 | Renovation Construction |

Source: The 1995 Infrastructure Assessment of Local Government Recreation and Park Department Facility Needs in the State of Florida

Part III - Supporting Documents

POPULATION DENSITIES

Outdoor Facility Needs Ranked by Priority Index: Population Density 1

| Rank | Renovation | | Construction | | |
|------|-----------------------|--------|-----------------------|--------|-------------|
| | Facility | Points | <u>Facility</u> | Points | |
| | Playgrounds | 6 | Baseball Fields | 6 | Cluster I |
| 2 | Support Facilities | 5 | Softball Fields | 5 | |
| } | Tennis Courts | 5 | Playgrounds | 5 | Cluster II |
| ļ | Rest Rooms | 5 | Rest Rooms | 5 | |
| , | Picnic Facilities | 4 | Support Facilities | 4 | |
| • | Baseball Fields | 4 | Soccer Fields | 4 | |
| 7 | Basketball Courts | 4 | Basketball Courts | 4 | Cluster III |
| 3 | Softball Fields | 4 | Bike Trails | 4 | |
|) | Swimming Pools | 4 | Swimming Pools | 4 | |
| 0 | Boating Facilities | 4 | Tennis Courts | 4 | |
| 1 | Fishing Piers | 3 | Picnic Facilities | 3 | |
| 2 | Camping | 3 | Handball Courts | 3 | |
| 3 | Handball Courts | 3 | Fishing Piers | 3 | Cluster IV |
| 4 | Football Fields | 3 | Football Fields | 3 | |
| 5 | Soccer Fields | 3 | Boating Facilities | 3 | |
| 6 | Beach Access | 2 | Exercise Trails | 2 | |
| 7 | Historical Facilities | 2 | Camping | 2 | |
| 8 | Shuffleboard Courts | 2 | Beach Access | 2 | Cluster V |
| 9 | Nature Trails | 2 | Historical Facilities | 2 | |
| 20 | Other | 2 | Shuffleboard Courts | 2 | |
| 1 | Golf Courses | 2 | Nature Trails | 2 | |
| .2 | Bike Trails | 1 | Golf Courses | 1 | |
| 23 | Exercise Trails | 1 | Hiking Trails | 1 | Cluster VI |
| .4 | Hiking Trails | 1 | Horse Trails | 1 | |
| .5 | Horse Trails | 1 | Other | 1 | |

Population Density 1 - Population Under 10,000

Outdoor Facility Needs Ranked by Priority Index: Population Density 2

| Rank | Renovation | | Construction | | |
|------|---------------------------|---------------|-----------------------|--------|-------------|
| | Facility | <u>Points</u> | Facility | Points | |
| 1 | Rest Rooms | 6 | Support Facilities | 6 | Cluster I |
| 2 | Support Facilities x2 | 6 | Rest Rooms | 6 | |
| 3 | Playgrounds | 6 | Playgrounds | 6 | |
| 4 | Baseball Fields | 5 | Softball Fields | 5 | |
| 5 | Tennis Courts | 5 | Soccer Fields | 5 | Cluster II |
| 6 | Softball Fields | 5 | Baseball Fields | 5 | |
| 7 | Basketball Courts | 4 | Basketball Courts | 4 | |
| 8 | Boating Facilities | 4 | Picnic Facilities | 4 | Cluster III |
| 9 | Swimming Pools | 4 | Swimming Pools | 4 | |
| 10 | Picnic Facilities | 4 | Football Fields | 4 | |
| 11 | Soccer Fields | 4 | Tennis Courts | 4 | |
| 12 | Exercise Trails | 3 | Handball Courts | 3 | |
| 13 | Football Fields | 3 | Nature Trails | 3 | Cluster IV |
| 14 | Shuffleboard Courts | 3 | Bike Trails | 3 | |
| 15 | Handball Courts | 2 | Boating Facilities | 2 | _ |
| 16 | Beach Access | 2 | Other | 2 | |
| 17 | Fishing Piers | 2 | Exercise Trails | 2 | • |
| 18 | Camping | 2 | Golf Courses | 2 | Cluster V |
| 19 | Bike Trails | 2 | Hiking Trails | 2 | |
| 20 | Nature Trails | 2 | Fishing Piers | 2 | |
| 21 | Other | 2 | Camping | _ 2 | |
| 22 | Golf Courses | 1 | Beach Access | 1 | |
| 23 | Hiking Trails | 1 | Historical Facilities | 1 | |
| 24 | Historical Facilities | 1 | Horse Trails | 1 | Cluster VI |
| 25 | Horse Trails | 1 | Shuffleboard Courts | 1 | |

Population Density 2 - Population From 10,000 to 24,999

APPLICATION CHECKLIST

Use this list to make sure that all applicable and all required documentation is included. To facilitate review and scoring, please tab all exhibits. ANY APPLICATIONS SUBMITTED WITHOUT EXHIBITS BEING TABBED, WILL BE SENT BACK TO THE APPLICANT AND ASKED TO BE TABBED AS REQUESTED BELOW OR WILL BE CONSIDERED INELIGIBLE. Attach supporting documents at the end of the application in alphabetical order as follows:

| WHEN ASKED TO SUBMIT MULTIPLE DOUMENTS APPLICATION WILL NOT RECEIVE POINTS IF | | | | | | |
|---|-------------------------------|-------------------------|--|--|--|--|
| ALL DOCUMENTS ARE NOT SUBMITTED. | | | | | | |
| Application Item - If Applicable | Development & Trails Projects | Acquisition Projects | Tab as Exhibit | | | |
| NOTE: Three (3) copies of the completed and signed application and all supporting documents must be postmarked before September 30, 2013. (1 original and 2 copies). | * | √ | Use a soft covered binder. (No Hard 3-ring binders) | | | |
| A. 1) A letter from the agency's chief administrator certifying the five year capital improvement schedule is officially adopted and the date adopted and 2) a copy of the Capital improvements schedule OR 1) a copy of a fully executed resolution amending the existing schedule to include the proposed project. Designate proposed project by name, date and year. | | √ | A | | | |
| B. SCORP objectives support documentationWritten response to Part II, Item 2A on page 13 of this application. Include a brief narrative explaining how the project implements one or more of the outdoor recreation goals and objectives as listed in the 2008 SCORP. Provide quotations or other appropriate references with explanation to justify the correlation. | 4 | √ | В | | | |
| C. Public participation documentation: 1. Copy of public meeting advertisement for SOLE PURPOSE of discussing the project. Advertisement must state where and when advertised. | √ | √ | CI | | | |
| 2. Minutes of REGULARLY SCHEDULED advisory board meeting. | V | \checkmark | C2 | | | |
| 3. Documentation of presentation to community groups (minutes, letter of thanks from organization, etc.). OR A copy of the survey and summary of the results as they relate to the proposed project. (Support letters are not acceptable for points.) | V | \checkmark | СЗ | | | |

| | Application Item - Required | Development Project | Acquisition Project | Tab as Exhibit |
|----|---|--|---|-------------------|
| D | Documentation of ability to support programming and maintenance of project site. Provide a copy of an agency organizational chart AND an explanation of ability to provide development, programming and maintenance. | ₩ [*] | √ | D |
| E. | Copy of cooperative agreement or letter between applicant and a private or public nonprofit entity with the applicant holding the lead managing responsibility. | √ | √ | Е |
| F. | Excerpts of the Recreation/Open Space element of the local comprehensive plan identifying needed acreage. Provide and highlight excerpt which indicates needed number of acres and provide how much acreage local government already controls. | | √ | F |
| G | Conceptual site plan for development of the project area: Submit a conceptual site plan displaying the areas and facilities to be developed as proposed in the scope of the application. The site plan must correlate with the project area identified in the project boundary map and cost estimate. The site plan must CLEARLY DELINEATE between facilities/opportunities currently existing, facilities proposed for funding in this application and facilities planned for future development. Color code your site plan to indicate facilities that are existing, proposed for funding and planned for future development (not in this project). Also identify FRDAP & LWCF phases. If acquisition project, also submit a timeline for the development of the project | Identify different funding phases | Need site plan for the development after acquisition is completed along with a timeline for development | G |
| Н | Excerpts of the Florida Greenways and Trails System Plan 2013-2017. | √ Trails Only | | Н |
| I. | Letter from the Office of Greenways & Trails documenting project is located on or connects with a designated State of Florida Greenway or Trail. | √ Trails Only | | I |
| J. | Copy of Regional or Local Governmental adopted Greenway Plan. | √ Trails Only | | J |

| | Application Item - Required | Development Projects | Acquisition Projects | Tab as Exhibit |
|----|---|---|-------------------------|-------------------|
| K | Submit a boundary map of the project area: Submit a boundary map of the project area. The map must provide a description and sketch of the project area boundaries, display known easements and be legally sufficient to identify the project area. Plat maps may be accepted if the above criteria are identified. Aerial photographs are accepted as boundary maps, as long as the boundaries are identified. | | ✓ | K |
| L | Photographs of the project area: Submit color, on-site photographs sufficient to depict the physical characteristics of the project area. Provide color photographs for all three copies of your application. Aerial photographs are requested, but not required. Mark an approximate boundary of the project site and note major roads and/or landmarks on the aerial photo. (Note this is not the boundary map.) | V | √ | L |
| M | Location map and directions: Submit a detailed street, road or highway map precisely locating the project site. Also, provide clear and concise written driving instructions from the nearest federal or state highway. NOTE: Confirm that street names listed in the written directions are the same as those posted on street signs in the area. Do not use Map Quest or any other computer mapping program for this. | V | V | M |
| N | Site Control (e.g., deed, lease): Submit a copy of the site control documents (e.g., deed, lease, etc.). If only have a Quit Claim Deed, submit the deed and also a 30 year title search by the grantee's attorney proving the grantee owns the property. Site control must be effective by the close of the submission period (September 30, 2013) | √ | | N |
| O | Request for Match Waiver/REDI Form: If eligible for the Rural Economic Development Initiative Match Waiver, submit Request for Match Waiver. | V | V | 0 |
| P. | Description of the Physical Characteristics of the Project: Provide a written response to Part I, Item 2F (1 & 2) on page 8. Describe the project site including existing and future uses, existing natural or historical resources, public access, etc | N. C. | √ | P |

MALCOLM PAGE District 1 JIM MOODY District 2 JODY DEVANE District 3 PAM FEAGLE District 4 PATRICIA PATTERSON District 5



TAYLOR COUNTY
BOARD OF COUNTY COMMISSIONERS

ANNIE MAE MURPHY, Clerk Post Office Box 620 Perry, Florida 32348 (850) 838-3506 Phone (850) 838-3549 Fax JACK R. BROWN, County Administrator 201 East Green Street Perry, Florida 32347 (850) 838-3500, extension 7 Phone (850) 838-3501 Fax CONRAD C. BISHOP, JR., County Attorney Post Office Box 167 Perry, Florida 32348 (850) 584-6113 Phone (850) 584-2433 Fax

September 27, 2013

Florida Department of Environmental Protection Land and recreation Grants 3900 Commonwealth Blvd. Mail Station 585 Tallahassee, Florida 32399

Attn: Mary Ann Lee

RE: Taylor County Capital Improvement Plan for FY 2013-2014 Adopted September 24, 2013

Dear Ms. Lee,

Attached is a copy of the Taylor County Capital Improvement Plan for FY 2013-2014 Projects Adopted by the Taylor County Board of County Commissioners on September 24, 2013. If you have any need to contact me I can be reached by email at Jack.Brown@taylorcountygov.com or by phone at (850) 838-3500, ext. 7.

Sincerely,

Jack R. Brown

County Administrator

Taylor County

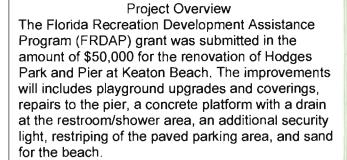
Taylor County CIP Projects
Summary by Fiscal Year
FY 2013- 2014

| | | | | | | <u>Total</u> by F) | |
|------------------------|---|---|---|--|-----------------------------|---|--|
| Division/Dept. | <u>Project Title</u> | Estimated Cost | County Funding Source | Funding Source | Funding Source | Budgeted | <u>Grants</u> |
| Airport | Airport Layout Plan & Property Maps Design & Engineer New Hangers | \$199,800.00 \$83,970.00 | PARTIE. | FDOT \$19,980 FDOT \$83,970 | FAA \$179,820 FAA \$0.00 | \$199,800.00 \$83,970.00 | 100% 100% |
| Boat Ramp | Williams Fish Camp (Mandalay) | \$237,882.00 | GF \$44,471 | County In-Kind \$15,000 | FBIP \$178,411 | \$237,882.00 | 75% |
| Building /Planning | Parking Lot Resurface (Old Post Office) Administrative Complex | \$85,000.00 \$46,200.00 | GF CF \$85,000.00 GF CF \$46,200 | | | \$85,000.00 \$46,200.00 | 2012-2013 CF 2012-2013 CF |
| Environmental Services | Harrison Blue Roll Off Site Improvements Burn Site Skid Steer Loader Recycling Center Building Repairs Replacement Soild Waste Cans | \$90,000.00 \$50,000.00 \$50,000.00 \$45,000.00 | Landfill Reserves Landfill Reserves Landfill Reserves MSTU Reserve | | | \$90,000.00 \$50,000.00 \$50,000.00 \$45,000.00 | 0% 0% 0% 0% |
| Fire | Bunker / SCBA Gear 1,000 Gallon Pumper / Engine | \$45,000.00 \$300,000.00 | MSTU Reserve | MANAGE E | Burney S | \$45,000.00 \$300,000.00 | 0% (TBD) 0% |
| Forest Capital Hall | Renovations | \$431,100.00 | TDT \$215,550 | FDCF \$215,550 | | \$431,100.00 | TDT/FDCF |
| Grants | Staff Car | \$25,000.00 | GF | 70700000 | | \$25,000.00 | 0% |
| Parks | Hodges Park Keaton Beach Coastal Park | \$53,000.00 \$50,000.00 | GF \$3000 CF \$25,000 | FRDAP \$50,000 LWCF \$25,000 | | \$53,000.00 \$50,000.00 | Grant Pending 50% |
| Public Works | Motor Grader Replacement | \$215,000.00 | GF Res for CIP | GF Res for CIP | GF Res for CIP | \$215,000.00 | 0% |
| Road | Agner Acres Road Aucilla Landing Road Contractor's Road East Ellison Road Freeman Road Johnson Stripling Road O'Steen Road Red Padgett Road Steinhatchee Acres (Bird Pond/Sugar Hill) | \$198,375.00 \$90,000.00 \$200,000.00 \$163,919.00 \$240,587.00 \$1,245,000.00 \$752,417.00 \$3,486,260.00 \$266,973.00 | Dist 1 - \$12,121 GF CF \$90,000 GF CF \$200000 Dist 2 - \$240,587 | Dist 4 - \$75,825 SCRAP 163,919 HRRR \$1,245000 SCRAP \$752,417 SCRAP - \$1,515,225 MSBU Future \$50,373 | CA \$61,000 - 420 | \$198,375.00 \$90,000.00 \$200,000.00 \$163,919.00 \$240,587.00 \$1,245,000.00 \$752,417.00 \$3,486,260.00 \$266,973.00 | 0% 0% 0% 100% 0% 100% 100% MSTU |
| Sports Complex | Quads 6 & 7 | \$537,778.00 | GF CF - \$537,778 | | | \$537,778,00 | 2012-2013 CF |
| TOTAL | | \$9,188,261.00 | | | | \$9,188,261.00 | |



TAYLOR COUNTY CIP FY 2013-2014 HODGES PARK ENGINEERING

| PROGRAM SUMMARY | | | | |
|-----------------------|-----------------------|--|--|--|
| Department: | Engineering | | | |
| Dept. # & Project # | ENV-2013-Hodges-01 | | | |
| Project Category: | Infrastructure – Rec. | | | |
| Project Title: | FDAP - Hodges Park | | | |
| Project Start: | October 1, 2013 | | | |
| Scheduled Completion: | September 30, 2014 | | | |





| IMPACT ON OPERATING BUDGET | | | | |
|---|-------|--|--|--|
| Fund that will be impacted | FRDAP | | | |
| Revenue that will be generated from | \$0 | | | |
| project | | | | |
| Additional FTE's needed for the project | 0 | | | |
| Salaries and Benefits for additional | | | | |
| FTE's | \$0 | | | |
| Additional Operating Expenses | \$0 | | | |
| Debt Service (principal & interest) | \$0 | | | |
| Year the expenses are anticipated to | 2014 | | | |
| begin | | | | |

| OTHER PROJECT IN | NFORMATION |
|---|------------|
| District Funds | \$0 |
| Common Account Funds | \$0 |
| State / Federal Grant Funds | \$0 |
| Current CIP Ranking | 14 |
| Does the Comprehensive Plan support this project? | Yes |

| PROJECT COSTS | | | |
|--------------------------|----------|--|--|
| Planning & Design | In House | | |
| Right-of-Way Acquisition | \$0 | | |
| Road Paving Project Cost | \$0 | | |
| 1 | | | |
| | | | |
| Total | \$50,000 | | |
| | | | |

| Fiscal Year | Road and Bridge Fund | General Fund Cash Match | Small Counties Outreach Program (SCOP) | Small Counties Road Assistance Program (SCRAP) | Federal Stimulus Dollars | FRDP | Other County In-kind Match | Total |
|----------------------|----------------------------|----------------------------|--|--|--------------------------------|----------|-------------------------------------|----------|
| Current FY 2013-2014 | \$0 | \$0 | N/A | N/A | \$0 | \$50,000 | \$0 | \$50,000 |
| FY 2014-2015 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| FY 2015-2016 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| FY 2016-2017 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| FY 2017-2018 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| FY 2018-2019 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Total | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$50,000 |

Notes: Estimated Project Cost – This Project builds up the Board's previous investments into the park and lays the foundation for other planned upgrades.



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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| Upon | motion of Commissioner_ | Delar | 1e | with second by Commissi | one |
|-------|------------------------------|-------------|-----------|--------------------------|-----|
| Moody | and a vote of | 5- 0 | the Taylo | r County Board of County | |
| | rs, adopt the following reso | olution: | | | |

RESOLUTION

WHEREAS, The Board of County Commissioners of Taylor County, Florida have decided it would be in the best interest of the citizens of Taylor County, Florida to seek funding for improvements and renovations to the playground, restrooms, fishing pier as well as other improvements at Hodges Park at Keaton Beach located in Taylor County Florida, AND

WHEREAS, The State of Florida, Department of Environmental Protection established the Florida Recreation Development Assistance Program, with a maximum request of \$200,000 per application, AND

WHERE AS, The Board of County Commissioners, of Taylor County is eligible to receive an award under this program for fiscal year 2014 – 2015 for up to \$200,000 for funding assistance for improvements and renovations at Hodges Park at Keaton Beach, Florida to improve the County's outdoor recreation facilities for its citizens and many visitors to the area, AND

THEREFORE BE IT RESOLVED, That the Board of County Commissioners certifies that the Hodges Park Improvement Project is included in the Capital Improvement Plan of the Taylor County Comprehensive Plan.

Done and Ordered In regular session at Perry, Florida this 17th day of September 2013, A.D.

Board of County Commissioners Taylor County, Florida

Attest: Unnu Marchy Clerk

Pam Feagle, Chairperson

EXHIBIT B

2. State Comprehensive Outdoor Recreation Plan

A. Explain how the proposed project would address one or more of the issues or goals identified in the State Comprehensive Outdoor Plan. Use the OUTDOOR RECREATION IN FLORIDA – 2008(Chapter 6 & 7).

The scope of work in the proposed project will provide for the renovations to the existing playground, picnic pavilions, restrooms, and fishing pier. Taylor County's coastline is renowned for recreational fishing and boating, however as with the State of Florida, tourism has increased for bird watching and nature viewing. The scope of work includes the installation of a habitat education kiosk and additional nature study signage. The nature study area will be located directly on the Gulf along the shoreline. It should be noted that the County is planning to dedicate a portion of Restore Act funds the County will be receiving for the construction of an 800' boardwalk with three covered wildlife observation decks at Hodges Park for bird watching and nature viewing. To ensure economic growth from tourism and outdoor recreation as wildlife and nature viewing becomes more popular, it is important to include these opportunities at our parks and recreational areas. Key locations such as Hodges Park attract a diversity of visitors and tourists and providing numerous recreational opportunities is critical for tourism development.

"One response to higher fuel prices has been that more residents are planning to be tourists in their own state by staying closer to home and taking fewer and shorter trips, often to public parks and recreation areas."

"Maintaining an economically viable and diverse waterfront environment and providing adequate public boating access to Florida's waters are vitally important to the state's economy and the quality of life its residents and visitors."

Chapter 6.1

Our coastline is the driving force of tourism in Taylor County. Recreational fishing and boating has an economic impact of \$10.7M on the County. 52.4% of the visitors to our coastline are from within the State but from out of the County. Hodges Park at Keaton Beach is the only public beach in the County and the proposed project includes enhanced access to the beach

with the addition of new sand and shoreline improvements. The project will provide for improvements to existing amenities which include a playground, fishing pier, picnic facilities, and restrooms with a shower area. The project will also provide funding for a nature study kiosk and signage which will focus on the habitat associated will the coastal marsh areas. There will be an emphasis on the many species of birds at the site or in the immediate area. Along with fishing and boating and the many recreational opportunities at Hodges Park, Keaton Beach offers something for all ages, attracting a wide range of tourists which is vitally important to the local and state economy. Hodges Park and Keaton Beach is an ideal place for "One Tank Adventures". In addition to the many recreational opportunities offered at Keaton Beach and Hodges Park, the location is excellent for promoting "One Tank Adventures", as Taylor County is a few hours from the Florida Panhandle, a few hours from South-Central Florida, and a few hours from the states of Georgia and Alabama.

Tourism

"The rise in nature-based and cultural heritage tourism is of particular importance to outdoor recreation planning. Florida's rich history and outstanding natural resources have always been among the factors that make it a prime destination for domestic and international travelers."

"Smaller towns and communities are among the fastest growing tourist destinations in the state."

"Nature-based tourism in Florida is another rapidly growing activity. Fishing, hunting, paddling, boating and nature viewing are but a few of the common examples of the activities that are promoted through this type of tourism."

Chapter 6.5

The proposed improvements and the addition of a nature study area meet and enhance the issues and goals outlined in Chapter 6.5. There has been increased tourism at Keaton Beach in recent years with Florida residents vacationing in state due to the cost of gas and the struggling economy. Hodges Park at Keaton Beach is an excellent location to promote Florida's outstanding natural and coastal resources. Taylor County is part of the Nature Coast, and with a largely undeveloped coastline the coastal habitat thrives with wildlife viewing opportunities.

Reconnecting Children and Youth to the Outdoors

"It is generally accepted today that sedentary lifestyles among all age groups can create a host of health-related problems, but especially among children."

"There appears to be a general lack of awareness in many communities about the importance of outdoor exercise and physical activity on the mental and physical well-being and social integration of growing children and adolescents."

Chapter 6.6

The playground at Hodges Park is the only play area for children who reside at or visit Keaton Beach. The nearest playground to Hodges Park is located 18 miles away in the community of Steinhatchee. The existing playground at Hodges Park was funded with a FRDAP grant in 2004. The playground equipment is heavily used, accommodates ages 2-12, and offers handicap accessibility. The proposed project will provide for a shade covering and playground improvements. Being directly on the beach, the playground is currently fully exposed to the sun and can get quite hot. The shade covering will provide children protection from sun in the heat of the day and will keep the playground equipment from getting hot. This will be particularly beneficial for very young children. The nature study kiosk and nature study area with signage will also be geared towards educating children and youth in a "fun" manner. There will be an emphasis on birds as there are numerous species documented at or in the immediate area including 15 species considered to be rare or endangered per Florida Natural Area Inventory (FNAI). To be able to experience and see the wildlife, to have an inter-active learning experience, is much more memorable for children and youth. Opportunities such as Hodges Park promote the "leave no children inside" goals. The proposed playground improvements, covered picnic pavilions on the edge of the marsh, beach access improvements and nature study area provide children and youth the opportunity to enjoy activities which promote their physical and mental wellbeing. As part of the Nature Coast, Hodges Park allows children to experience nature at its finest in a safe, well planned for, fun environment. The project includes the installation of additional security lighting which will also provide for a safer park facility for all - children and adults.

"Florida's ideal outdoor recreation system will be diverse, connected and balanced system of outdoor recreation resources, facilities and programs that provides the state's residents and visitors with a full range of outdoor recreation opportunities, regardless of their age, gender, ethnic background, economic status, physical or mental ability, or location within the state. The system will be coordinated at the state level with all agencies and suppliers working in tandem, and with ample opportunity for the public to participate in decision making. It will further the public's understanding and appreciation of Florida's environment and outdoor recreation resources."

Chapter 7.1

The proposed Hodges Park project fulfills the goals outlined in Chapter 7.1 of the SCORP as the scope of work and the existing park amenities offer a full range of recreational opportunities for all ages, gender, background, economic status, and abilities. The renovation includes improvements to the playground, fishing pier, restrooms, picnic pavilions, parking area, and beach access. There will be a new nature study area with a habitat education kiosk and wildlife signage. The playground, fishing pier, and parking improvements will provide for enhanced handicap accessibility. The nature study area and signage will educate the public as to Florida's coastal habitat and associated wildlife.

The public was included in the decision making process of the proposed project. The County held two public hearings to receive citizen input and two additional presentations were given at a regularly scheduled Planning Board meeting and a Chamber of Commerce meeting. Hodges Park is a popular local destination and it was important to the Board of Commissioners to accommodate the needs which were a priority to our citizens. In the public participation process, improvements to the playground were the #1 priority.

"Recreational resources are vital not only to improving people's lives are promoting active, healthy living, but also to fostering a deeper appreciation for Florida's natural and cultural heritage."

Chapter 7.7

The Hodges Park project provides for improvements to the existing recreational amenities at the site. The playground and beach promote physical activity for children and youth, thus encouraging a healthy life style. The beach and shoreline improvements and the nature study area encourage a deep appreciation of the coastal habitat and natural beauty of the area. The picnic pavilions at the edge of the marsh, which has stunning views of the Gulf, will have educational signage on the cultural and natural resources associated with the Nature Coast. The local cultural heritage revolves around fishing, scalloping, and boating on the Gulf. The fishing pier improvements provide salt water fishing opportunities for those who may not have access to a boat or those who wish to enjoy a day of fishing, and the other recreational opportunities offered at Hodges Park.

Tourism

"Tourism is vital to Florida and helps fuel the growth of a healthy and competitive state economy. Planning for the state's overall outdoor recreation system must take into account the substantial demand that tourists and seasonal residents place on public outdoor recreation resources and facilities. All public recreation providers and land management agencies should be mindful of the important role they play in Florida's efforts to promote, market and advertise its outdoor recreation opportunities to domestic and international travelers and state residents."

Chapter 7.8

Keaton Beach and Hodges Park is the #1 tourism destination in Taylor County. Hodges Park is the only public beach and offering a wide range of recreational opportunities is critical for the continued growth of tourism at Keaton Beach. Recreational fishing and boating has an economic impact of \$10.7M on the County. 85.7% of those who visit the area for fishing and boating are from out of County. 33.3% are from out of state. Per the Boating Access and Economic Valuation in Taylor County Study conducted by Florida Sea Grant, the average

overnight stay at Keaton Beach has a cost of \$377. The economic impact of the recreational opportunities offered to tourists and visitors to our coastline is substantial to Taylor County. Taylor County is designated as one of "critical economic concern" and new and enhanced recreation opportunities is a necessity for economic growth through outdoor user oriented recreation and resource/nature based tourism. As Hodges Park is the **only** local public beach, and is the **only** local park located directly on our coastline, improvements to existing amenities, and the addition of new forms of recreation such as the nature study area is critical to local and regional tourism development. Keaton Beach and Hodges Park is a family friendly vacation destination and it is imperative we provide outdoor recreational opportunities to keep and encourage families to vacation and spend several nights at Florida's Nature Coast.

"Outdoor recreation providers should take measures to ensure that all people, including those with disabilities receive the same opportunities to participate in and enjoy the benefits of recreation programs and activities."

Chapter 7.9

The Hodges Park project ensures all people, including those with disabilities will receive the same opportunities as others to participate in and enjoy our coastline. The improvements to the playground, fishing pier, restrooms, and parking area will provide for enhanced accessibility to Hodges Park. The nature study area will be accessible to all. Over the years as improvements have been made and recreational opportunities have been added (such as the playground in 2004) the County has made every effort to ensure the park amenities and features offer the same opportunities to all with, or without disabilities.

The recreational amenities and facilities which are included in the scope of work for the proposed renovations and improvements to Hodges Park are included in the Relative Needs Priority Index as per the 2008 SCORP. The Hodges Park project provides for a diversity of recreation opportunities for local citizens and the many tourists and visitors to the area. By offering active and passive forms of recreation, all ages and abilities will be able to enjoy the park and the beauty of Florida's coastline.

EXHIBIT C-1

LEGALS



NOTICE OF PUBLIC HEARING NOTICE IS HEREBY GIVEN, THAT THE TAYLOR COUNTY BOARD OF COMMISSIONERS WILL HOLD A PUBLIC HEARING AUGUST 5, 2013 AT 5:30 P.M. TO RECEIVE PUBLIC INPUT AND NOTIFY THE PUBLIC OF THE POSSIBLE GRANT APPLICATION TO THE FLORIDA DEPARTMENT OF PARKS AND RECREATION, FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM, FOR THE ASSISTANCE PROGRAM, FOR THE 2014-2015 FUNDING CYCLE. THIS IS THE FIRST OF TWO PUBLIC HEARINGS WITH THE SECOND PUBLIC HEARING TO BE HELD ALICIEST 20 2013 AT 5:40 PM. THE AUGUST 20, 2013 AT 5:40 P.M. THE COUNTY WILL BE REQUIRED TO WORK WITHIN THE GUIDELINES SET FORTH BY THE FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM FOR ANY PROJECT WHICH MAY BE SELECTED FOR FUNDING ASSISTANCE. ALL MEMBERS OF ASSISTANCE. ALL MEMBERS OF THE PUBLIC ARE WELCOME TO ATTEND. NOTICE IS FURTHER HEREBY GIVEN, PURSUANT TO FLORIDA STATUTE 286.0105, THAT ANY PERSON OR PERSONS DECIDING TO APPEAL ANY MATTER CONSIDERED AT THIS MEETING WILL NEED A DECORD MEETING WILL NEED A RECORD OF THE HEARING AND MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. THE PUBLIC HEARING WILL BE HELD IN THE TAYLOR COUNTY ADMINISTRATIVE COMPLEX BOARD OF COMMISSIONERS MEETING ROOM LOCATED AT 201 E. GREEN STREET, PERRY, FLORIDA 32347 ALL PERSONS INTERESTED IN THIS MATTER SHOULD BE GOVERNED BY THIS PUBLIC NOTICE ADDITIONAL INFORMATION MAY BE OBTAINED FROM: Melody Cox, Grants Director (858) 838-3553 or at melody.cox@taylorcountygov.c DAJED THIS 17TH DAY OF JULY 2013 BOARD OF COUNTY COMMISSIONERS TAYLOR COUNTY, FLORIDA

SUGGESTED AGENDA

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS
PERRY, FLORIDA
MONDAY, AUGUST 5, 2013

5:30 P.M.

201 E. GREEN STREET
TAYLOR COUNTY ADMINISTRATIVE COMPLEX
OLD POST OFFICE

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

BIDS/PUBLIC HEARINGS:

THE BOARD TO HOLD THE FIRST OF TWO (2) PUBLIC HEARINGS, SET FOR THIS DATE AT 5:30 P.M., OR AS SOON THEREAFTER AS POSSIBLE, TO RECEIVE PUBLIC INPUT ON THE POSSIBLE GRANT APPLICATION TO THE FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP) FOR THE 2014-2015 FUNDING CYCLE.

A-11 Taco Times August 7, 2013

LEGALS



of receipt of notice to appear. Individuals who are hearing impaired should call (800) 955-8771

Individuals who are voice impaired should call (800) 955-8770

NOTICE OF PUBLIC HEARING NOTICE IS HEREBY GIVEN, THAT **LEGALS**



THE TAYLOR COUNTY BOARD
OF COMMISSIONERS WILL HOLD
A PUBLIC HEARING AUGUST 20,
2013 AT 5:40 P.M. TO RECEIVE
PUBLIC INPUT AND NOTIFY THE
PUBLIC OF THE POSSIBLE GRANT
APPLICATION TO THE FLORIDA
DEPARTMENT OF PARKS AND
RECREATION, FLORIDA
RECREATION DEVELOPMENT
ASSISTANCE PROGRAM; FOR THE
2014-2015 FUNDING CYCLE. THIS

LEGALS



IS THE SECOND OF TWO PUBLIC HEARINGS. THE FIRST PUBLIC HEARING WAS HELD AUGUST 5, 2013 AT 5:30 P.M. THE COUNTY WILL BE REQUIRED TO WORK WITHIN THE GUIDELINES SET FORTH BY THE FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM FOR ANY PROJECT WHICH MAY BE SELECTED FOR FUNDING ASSISTANCE. ALL MEMBERS OF THE PUBLIC ARE

LEGALS



WELCOME TO ATTEND.
NOTICE IS FURTHER HEREBY
GIVEN, PURSUANT TO FLORIDA
STATUTE 286.0105, THAT ANY
PERSON OR PERSONS DECIDING
TO APPEAL ANY MATTER
CONSIDERED AT THIS MEETING
WILL NEED A RECORD OF THE
HEARING AND MAY NEED TO
ENSURE THAT A VERBATIM
RECORD OF THE PROCEEDINGS IS
MADE, WHICH RECORD

LEGALS



INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. THE PUBLIC HEARING WILL BE HELD IN THE TAYLOR COUNTY ADMINISTRATIVE COMPLEX BOARD OF COMMISSIONERS MEETING ROOM LOCATED AT 201 E. GREEN STREET, PERRY, FLORIDA 32347
ALL PERSONS INTERESTED IN THIS MATTER SHOULD BE GOVERNED

LEGALS



BY THIS PUBLIC NOTICE
ADDITIONAL INFORMATION MAY
BE OBTAINED FROM:
Melody Cox, Grants Director
(858) 838-3553 or at
melody.cox@taylorcountygov.c
om
DATED THIS 17TH DAY OF JULY
2013
BOARD OF COUNTY
COMMISSIONERS
TAYLOR COUNTY, FLORIDA

SUGGESTED AGENDA

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

PERRY, FLORIDA

TUESDAY, AUGUST 20, 2013

5:30 P.M.

201 E. GREEN STREET
TAYLOR COUNTY ADMINISTRATIVE COMPLEX
OLD POST OFFICE

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

THE BOARD TO HOLD THE SECOND AND FINAL PUBLIC HEARING, SET FOR THIS DATE AT 5:40 P.M., OR AS SOON THEREAFTER AS POSSIBLE, TO RECEIVE PUBLIC INPUT AND NOTIFY THE PUBLIC OF THE POSSIBLE GRANT APPLICATION TO THE FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP), FOR THE 2014-2015 FUNDING CYCLE.

EXHIBIT C-2



TAYLOR COUNTY PLANNING BOARD

AGENDA

Thursday, September 5, 2013 / 5:00 p. m. Taylor County Administrative Complex 201 East Green Street, Perry, Florida 32347.

APPROVAL OF MINUTES

1. **Approval of Minutes:** Board to review and consider approval of minutes from the June 27, 2013 Board meeting.

GENERAL BUSINESS

2. **FRDAP Grant Application Endorsement**: Board to consider endorsement of the grant application for improvements to Hodges Park at Keaton Beach.

TAYLOR COUNTY PLANNING BOARD

Minutes

September 5, 2013

Taylor County Administrative Complex, 201 East Green Street, Perry, Florida 32347

| Members Present | | Staff Present | Speakers Present | |
|-----------------|--------------|---------------|------------------|--|
| Michael Lynn | Rick Breer | Danny Griner | None | |
| James Ross | Pam Wessels | Ray Curtis | | |
| Dale Rowell | Barry Wilson | | | |

- 1. **Approval of June 27, 2013 Minutes:** Michael Lynn, brings the meeting to order stating that the first order of business is to consider approval of the draft minutes from the June 27, 2013 meeting. Dale Rowell makes a motion to approve the June 27, 2013 minutes as written; Barry Wilson seconds the motion; the motion passes by unanimous vote.
- 2. FRDAP Grant Application Endorsement: Michael Lynn opens the agenda item consisting of an application for grant funds from the Florida Recreation Development Assistance Program (FRDAP) to fund improvements at Hodges Park at Keaton Beach. The Board was provided agenda documents that state the improvements will include playground upgrades and shade coverings, repairs to the pier, a concrete platform with a drain at the restroom/shower area, and sand for the beach area. James Ross makes a motion to endorse the application for the improvements; Pam Wessels seconds the motion; the motion passes by unanimous vote.

EXHIBIT C-3



Perry-Taylor County Chamber of Commerce

09-12-13 8:00 A.M. Chamber of Commerce Board Room

Type of meeting:

Monthly Mtg.

September 2013

---- Agenda Topics ----

1. Call To Order Chairman Wade Goodman

2. Delegations: Grants Coordinator Taylor County-FRDAP Ms. Melody Cox

Hodges Park Grant

3. Minutes Board

4. Financial Report Ms. Dawn V. Taylor & Treasurer

5. Committee Reports

a. Chamber Ballot 2014 Ms. Dawn Taylor

b. Chamber Business of the Month - Table Until Next Month None

c. Cultural Facilities Grant – October 9th at 1:00 p.m. Dawn Taylor

d. December BBQ Fundraiser Event Dawn Taylor/Tommy Murrow

e. Small Business Development Center Ms. Dawn Taylor

f. Main Street - Washington Street Report Tracy Smith

g. Restore Act Submissions Dawn Taylor

h. Florida Forest Festival Dawn Taylor

. Dates To Remember Board

I: September 15 - Main Street Gospel Sing 6pm

II: September 19 – Putt-Putt Golf Tournament 6pm-9pm

III: September 27-28 - Pickin' In The Pines Music Festival

j. Membership Board

I: Perry Auto Salon - Ms. Lindsey Cinton

II: No Name BBQ Sauce - Mr. Bishop Clark

k. Legislative/Governmental Mr. Dan Simmons

I. Education Mr. Paul Dyal

•

m. Taylor County Development Authority Mr. Scott Fredricks

n. Tourism Development Council Ms. Dawn Taylor

I: Events

o. Additional Committee Reports/Other Chamber Business Board

p. Adjourment - Next Meeting: October 10, 2013 Chairman Wade Goodman



428 N. Jefferson Street Post Office Box 892 Perry, Florida 32348

Phone (850) 584-5366 Fax (850) 584-8030

E-mail: taylorchamber@gtcom.net Web Page: www.taylorcountychamber.com



September 12, 2013

Taylor County Melody Cox, Grants Coordinator

Dear Melody:

On behalf of the Perry-Taylor County Chamber of Commerce Board of Directors and staff, we would like to thank you for attending our September board meeting and updating those present on the efforts of your office in applying for the FRDAP Grant to help with the many necessary improvements to Hodges Park and Keaton Beach.

Thank you for your time and consideration.

Sincerely,

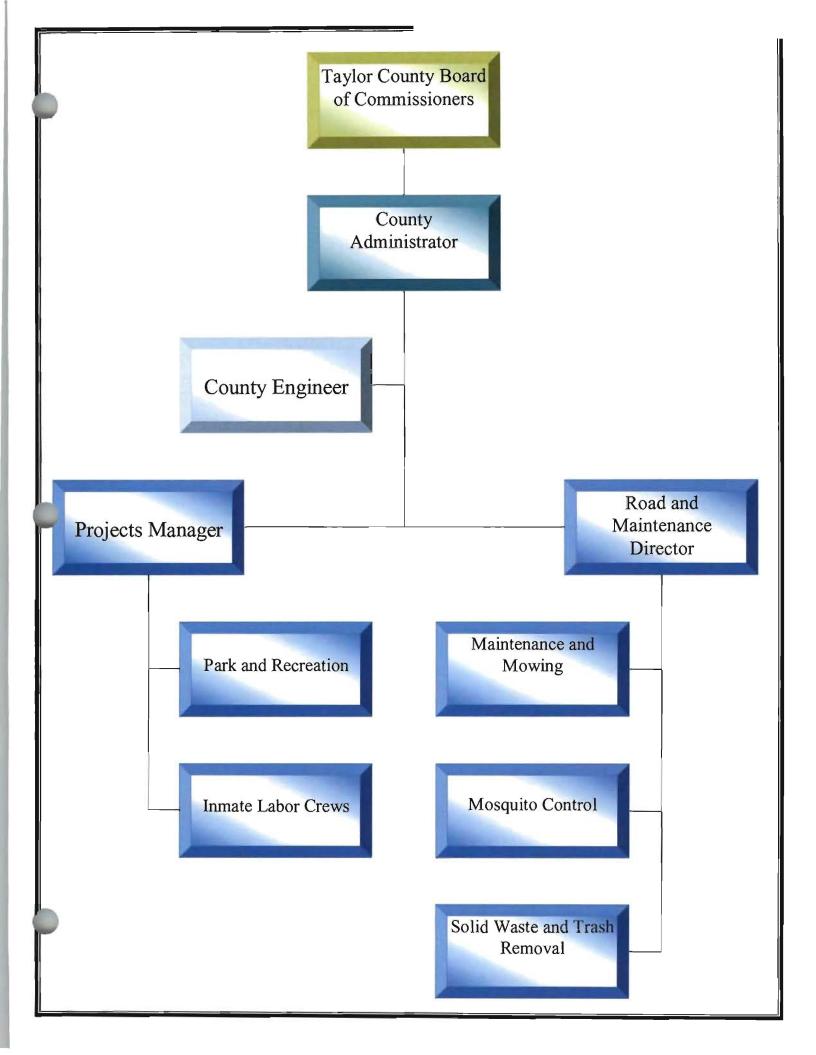
Dawn V. Taylor

President

EXHIBIT D

Taylor County has a full time Engineering Department which will oversee the Hodges Park renovation and improvement project. The County has a full time Special Projects Manager who will assist with the proposed project and will also be responsible for the scheduling of the ongoing site maintenance. The Special Projects Manager schedules and oversees full time contract labor crews who maintain County parks and recreation areas. The County has a full time Recreation Manager with staff who oversees recreational programs and events at County parks. The County has a full time Public Works Department who assists with the maintenance of park sites as so needed. The County Solid Waste Department removes any debris or trash that may be too large for the contract labor crews to dispose of. The County University of Florida Extension Office and Marine Agent provide technical assistance has needed on beach, habitat, and vegetation restoration. The County Administrator, Grants Department, and County Finance have a great deal of experience administering grants and managing budgets.

An organizational chart is provided as an attachment to Exhibit D.



Conceptual Plan Color Code Chart



Existing Park Facilities



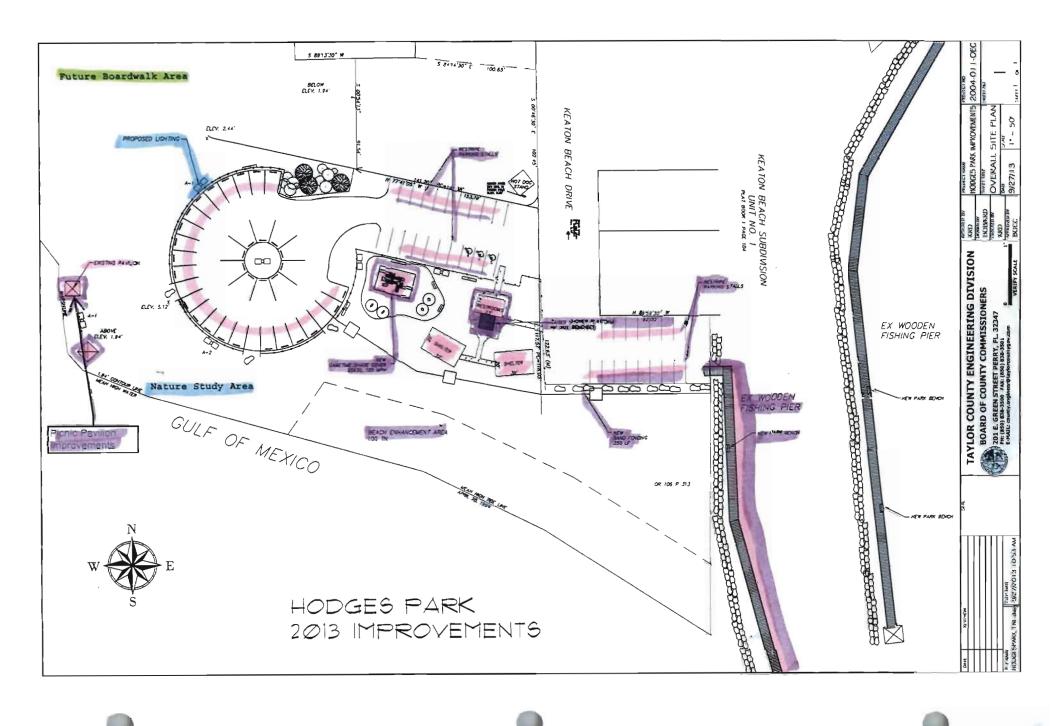
Park Facilities to be Renovated



New Facilities to be Constructed



Future Facilities



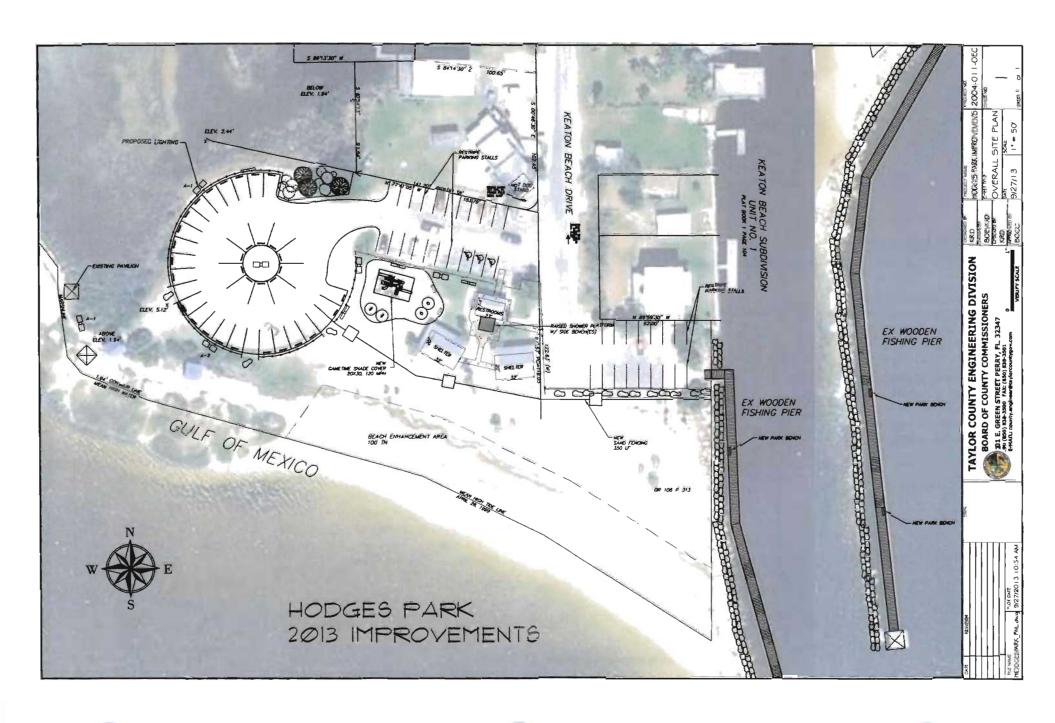
HODGES PARK RENOVATION & IMPROVEMENT Construction Cost Estimate

Project: HODGES PARK

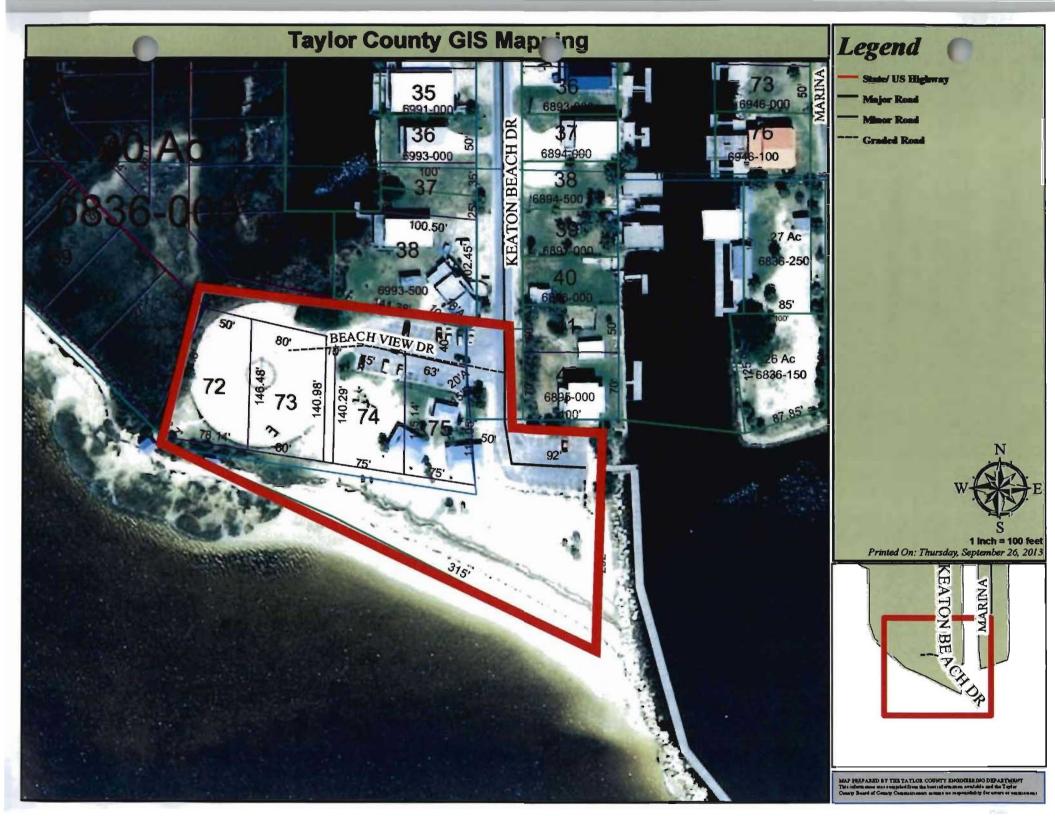
Date: 8/29/2013; Rev 9/25/2013 Engineer: Kenneth Dudley, P.E. Proj No. 2004-011-0EC_3

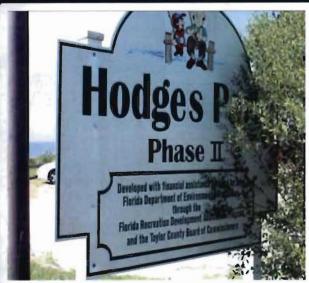
| | | | | Estimated Costs | 3 |
|-----|--|----------|------|-----------------|-----------|
| No. | Description | Quantity | Unit | Unit \$ | Total |
| 1 | Site Grading | 1 | LS | 4,000.00 | 4,000.00 |
| 2 | Concrete Demo | 1 | LS | 3,500.00 | 3,500.00 |
| 3 | Additional Security Lighting | 1 | EA | 5,800.00 | 5,800.00 |
| 4 | Restriping Existing Parking | 1 | LS | 2,100.00 | 2,100.00 |
| 5 | Improvements to Fishing Pier - Access plate & Benc | 1 | LS | 4,500.00 | 4,500.00 |
| 6 | Improvements to Beach Access - Sand (5 loads) | 100 | TN | 33.00 | 3,300.00 |
| 7 | Sand Screen Fencing - Kalinich Woven Wood Picket | 350 | LF | 3.30 | 1,155.00 |
| 8 | Concrete Sidewalk around Shower platform | 300 | SF | 4.40 | 1,320.00 |
| 9 | Shower Area Decking/Benches - Recycled Plastic Dec | 200 | SF | 19.80 | 3,960.00 |
| 10 | Shower Heads and Pull chains | 1 | LS | 330.00 | 330.00 |
| 11 | Picnic Pavlion Materials | 1 | LS | 600.00 | 600.00 |
| 12 | Playground cover- 20 X 30 and Improvements | 1 | LS | 16,685.00 | 16,685.00 |
| 13 | Nature Study & Kiosk | 1 | LS | 2,750.00 | 2,750.00 |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| _ | | | | | |
| _ | | | | | |

| | In-kind Services | |
|----|----------------------|----------|
| 2 | | 0 |
| 3 | | 0 |
| 4 | Total Estimated Cost | \$50,000 |
| 5_ | Percent of Project | 0.0% |





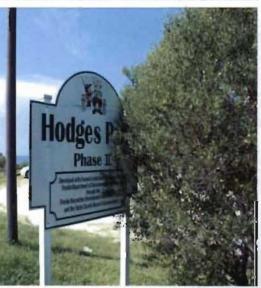














Existing Playground Equipment







Hodges
Park
Beach





Hodges
Park
Beach

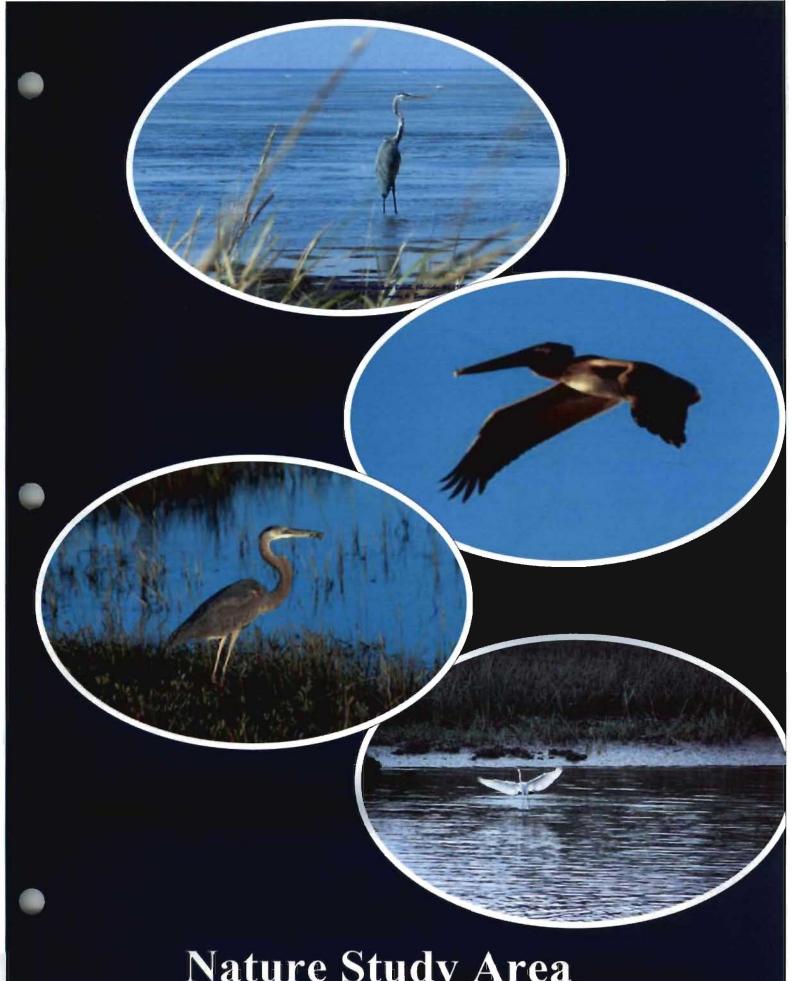




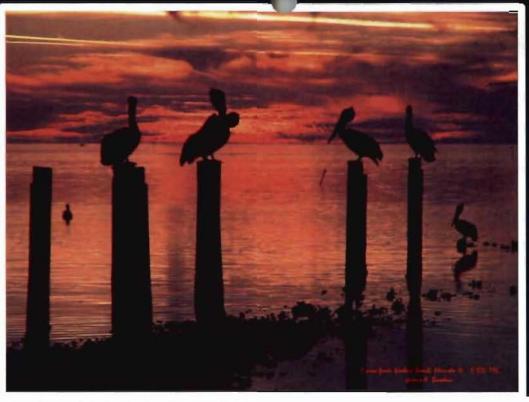
Nature Study Area







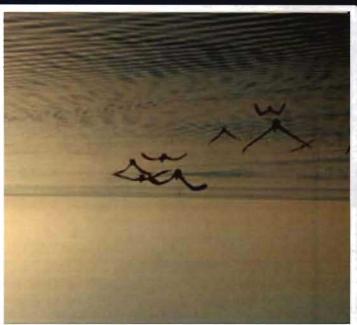
Nature Study Area









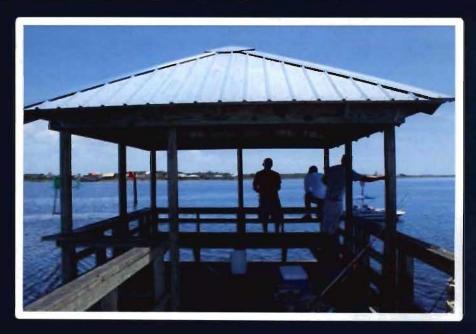


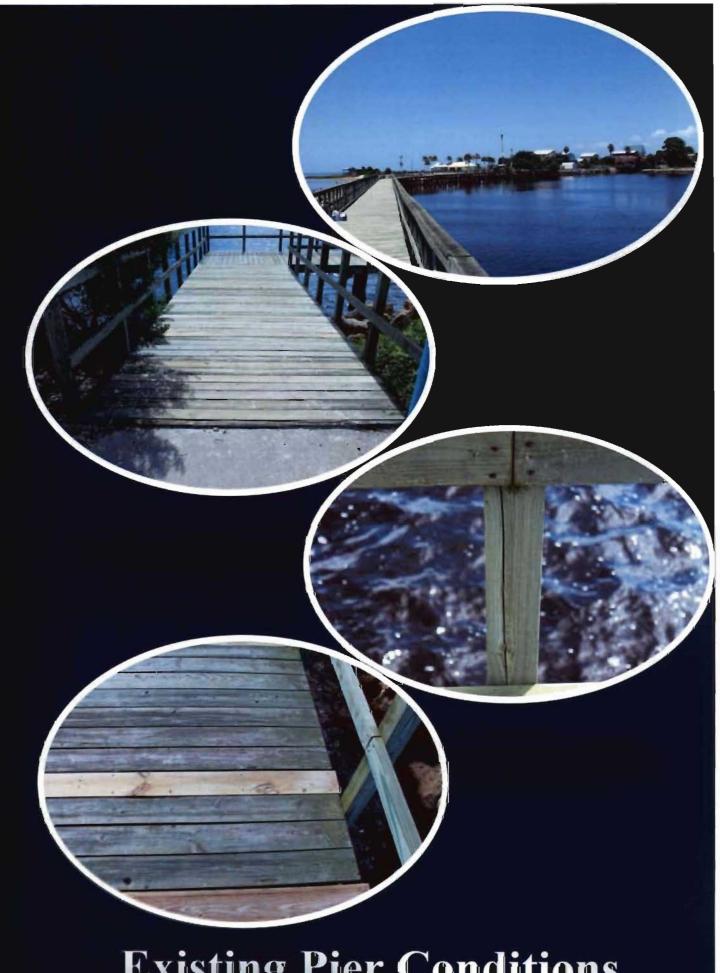




Fishing Pier







Existing Pier Conditions







Parking Area



Restroom Facility Showers and Drainage





Picnic Pavilions

EXHIBIT M

DIRECTION TO HODGES PARK AT KEATON BEACH

North of Project Site Directions

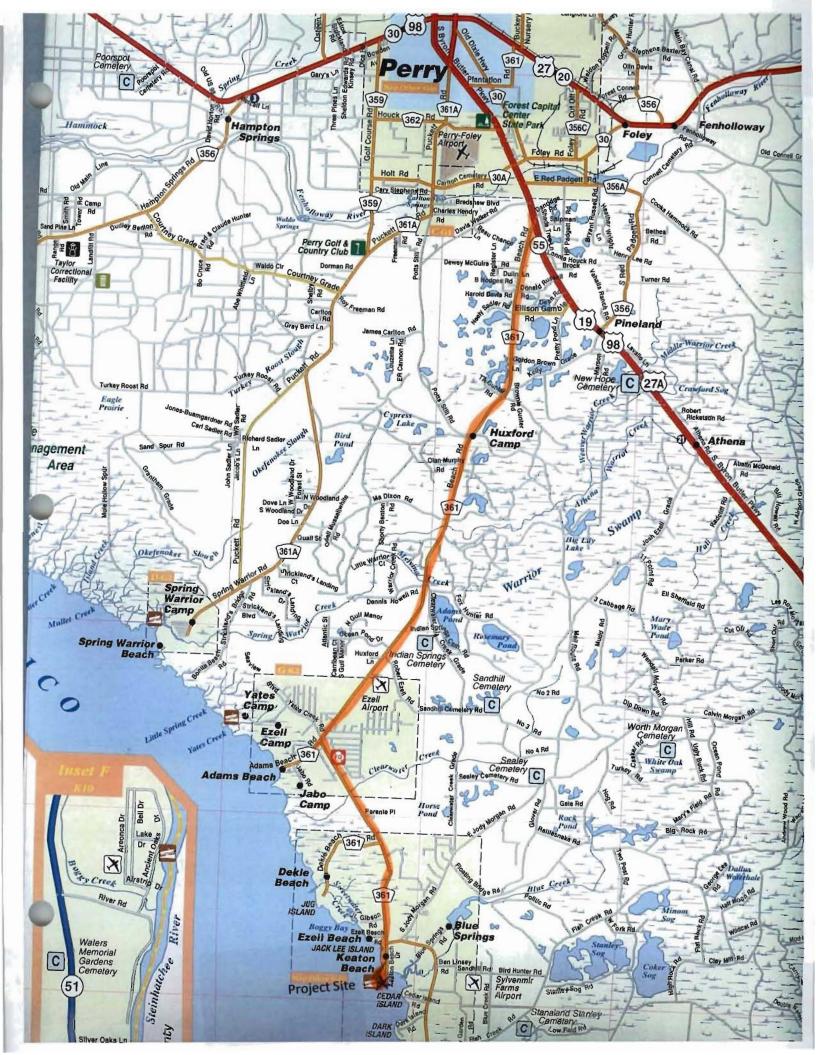
From City of Perry

Follow US 19 South approximately 2 miles outside of the city limits to County Road 361 South. This will be a right turn and there is a caution light at this turn. Follow CR 361 South 14.5 miles. When arriving at Keaton Beach CR 361 makes a left turn to go to Steinhatchee. Do not turn. Continue straight, this is Keaton Beach Drive. Continue 1.5 miles. The road dead ends at the Gulf and Hodges Park.

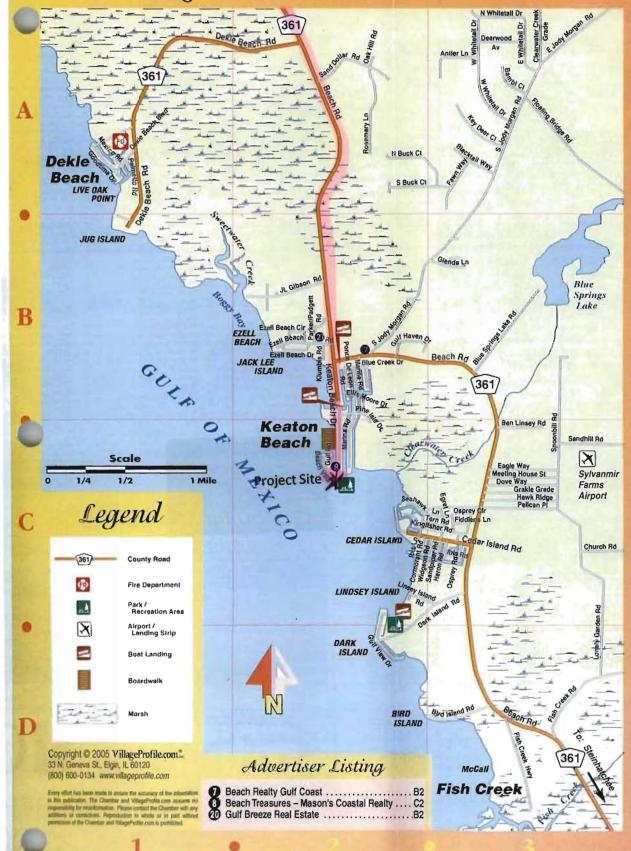
South of Project Site Directions

Cross City/Chiefland

Follow US 19 North to Tennille, Florida. Tennille is located just inside the Taylor County Border after passing through Dixie County. At Tennille, make a left turn (west bound) onto State Road 51. There is a flashing light at the intersection. State Road 51 will turn into County Road 361 when reaching the community of Steinhatchee. This will be 11 miles from US 19. Continue on County Road 361 approximately 17 miles. At the intersection of Keaton Beach Drive and County Road 361, make a left turn onto Keaton Beach Drive. Continue 1.5 miles. The road dead ends at the Gulf and Hodges Park.



Keaton Beach Avea



Street Index

| Author I m A2 |
|---|
| Antler Ln |
| Bambi Ct |
| Beach RdA2.B.D3 |
| Beach VIII o Dr CO |
| Beach Villa DrC2 Ben Linsey RdC3 |
| Ben Linsey Rd |
| Bird Island RdD3 |
| Discharl Man |
| Blacktail Way |
| Blue Creek DrB2 Blue Springs Lake RdB3 |
| Plus Springe Lake Dd B2 |
| Blue Springs Lake Hu |
| Buck Ct N |
| Buck Ct S |
| Cedar Island RdC3 |
| |
| Church Rd |
| Clearwater Creek |
| Cical Water Creek |
| Grade |
| Cormorant RdC2 |
| Dark Island RdC2,3 |
| Dark Island HuCz,3 |
| Dekle Beach BlvdA1 |
| Dekle Beach RdA1,2 |
| Device Dedon 110 |
| Dove Way |
| Eagle Way |
| Foret In C3 |
| Egret Ln |
| Ellis Moore DrB,C2 |
| Ezell Beach CirB2 |
| Exall Booch Dr. Bo |
| Ezell Beach Dr |
| Ezell Beach RdB2 |
| Faun Way A3 |
| Fawn Way |
| Fiddler's Ln |
| Fish Creek Hwy |
| Fish Crack Rd D2 |
| Fish Creek RdD3 |
| Floating Bridge RdA3 |
| Glenda Ln |
| O a dila D |
| Goodtime Dr |
| Grakle GradeC3 |
| Gulf Haven Dr. B2 |
| Gulf Haven DrB2 |
| |
| Gulf View Dr |
| Hawk RidgeC3 |
| |
| Hawk Hoge |
| Heron Rd |

WARRANTY DEED

OFFICIAL 386 PAGE 320

6

THIS INDENTURE MADE THIS 28TH OF APRIL , 1997, BETWEEN

FRANK B. FAIRCLOTH, CONVEYING HIS OWN NON-HOMESTEAD PROPERTY,

GRANTOR*,

WHOSE ADDRESS IS P.O. BOX 2025, PERRY, FLORIDA 32348

AND

TAYLOR COUNTY, FLORIDA, A POLITICAL SUBDIVISION, EXISTING UNDER THE LAWS OF

THE STATE OF FLORIDA,

GRANTEE*

WHOSE ADDRESS IS P.O. BOX 620, PERRY, FL 32348

PARE ADDRESS IS P.O. BOX 620, PERRY, FL 32348

WITNESSETH, THAT SAID GRANTOR, FOR AND IN CONSIDERATION OF THE SUM OF TEN (\$10.00) AND NO/100 DOLLARS, AND OTHER GOOD AND VALUABLE CONSIDERATIONS, TO SAID GRANTOR IN HAND PAID BY SAID GRANTEE, THE RECEIPT WHEREOF IS HEREBY ACKNOWLEDGED, HAS GRANTED, BARGAINED AND SOLD TO THE GRANTEE AND GRANTEE'S HEIRS, DEVISEES, SUCCESSORS, AND ASSIGNS, FOREVER THE FOLLOWING DESCRIBED LAND LOCATED IN THE COUNTY OF TAYLOR, STATE OF FLORIDA, TO-WIT:

LAND AS DESCRIBED IN EXHIBIT "A", WHICH IS ATTACHED HERETO, AND BY REFERENCE MADE A PART HEREOF.

TOGETHER, WITH ALL TENEMENTS, HEREDITAMENTS AND APPURTENANCES THERETO BELONGING OR IN ANYWISE APPERTAINING.

TO HAVE AND TO HOLD, THE SAME IN FEE SIMPLE FOREVER.

AND THE GRANTOR HEREBY COVENANTS WITH SAID GRANTEE THAT THE GRANTOR IS LAWFULLY SEIZED OF SAID LAND IN FEE SIMPLE; THAT THE GRANTOR HAS GOOD RIGHT AND LAWFUL AUTHORITY TO SELL AND CONVEY SAID LAND, AND DOES HEREBY FULLY WARRANT THE TITLE TO SAID LAND, AND WILL DEFEND THE SAME AGAINST THE LAWFUL CLAIMS OF ALL PERSONS WHOMSOEVER.

(SINGULAR AND PLURAL ARE INTERCHANGEABLE AS CONTEXT REQUIRES.)

IN WITNESS WHEREOF, GRANTOR HAS HEREUNTO SET GRANTORS' HAND AND SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

WITNESSES AS TO ALL PARTIES:

June 3 Jane 1.S.

WITNESS (SIGNATURE)

KICHARD D. + ZITH WITNESS NAME PRINTED/TYPED

MITNESS (SIGNATURE)

WITNESS (NAME PRINTED/TYPED)

TAYLOR COUNTY, FLORIDA

Documentary Stamps \$ 945.00

FRANK B. FATRCLØTH

Intengible Tox \$ -0 Date Paid 5-1-97

ANNIE MAE MURPHY, CLERK

FILED FOR RECORD CLERK CIRCUIT COURT TAYLOR COUNTY, FLORIDA

MAY 07 1997

RECORDED IN OFFICIAL RECORD 386 PAGE 325-21
ANNIE MAE MURPHY

COUNTY OF TAYLOR
STATE OF FLORIDA

5 7

REGURD 386 PAGE 321

EXHIBIT "A"

LOTS 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72 AND 73 OF UNIT #3, KEATON BEACH SUBDIVISION AS RECORDED IN PLAT BOOK 1, PAGE 108 OF THE PUBLIC RECORDS OF TAYLOR COUNTY, FLORIDA.

ALSO LOT 74, OF UNIT #3, KEATON BEACH SUBDIVISION AS RECORDED IN PLAT BOOK 1, PAGE 108 OF THE PUBLIC RECORDS OF TAYLOR COUNTY, FLORIDA, LESS AND EXCEPT THAT PORTION OF SAID LOT 74 CONVEYED TO TAYLOR COUNTY, FLORIDA IN THAT CERTAIN DEED DATED JULY 29, 1974, AND RECORDED IN OFFICIAL RECORD 106, PAGE 313, PUBLIC RECORDS OF TAYLOR COUNTY, FLORIDA.

ALSO, ALL LAND LYING WEST AND SOUTHWEST OF UNIT #3, KEATON BEACH SUBDIVISION AS RECORDED IN PLAT BOOK 1, PAGE 108, OF THE PUBLIC RECORDS OF TAYLOR COUNTY, FLORIDA, AND EXTENDING TO THE GULF OF MEXICO.

TOGETHER WITH ALL RIPARIAN RIGHTS NOW VESTED IN GRANTOR.

File No: AB6880

* OFFICIAL RECORDS *1of19 BK 607 PG 647

Record Fee: 163.00 D.C.

NOTICE OF LIMITATION OF USE/ SITE DEDICATION

This Notice of Limitation of Use/Site Dedication gives notice that the Real Property identified in the project agreement and the boundary map, attached hereto as Exhibits "A" and "B," respectively (the "Property"), has been acquired by or developed with financial assistance provided by the Florida Legislature, through the Department of Environmental Protection, under the grant program called the Florida Recreation Development Assistance Program (FRDAP). In accordance with section 375.075, F.S., and chapter 62D-5, F.A.C., the Property is hereby dedicated to the public in perpetuity as an outdoor recreation area for the use and benefit of the general public. The Property is subject to all applicable terms of the statute and rule cited herein.

DEDICATOR

Malcolm Page Printed name

BOARD OF COUNTY COMMISSIONERS Chairman_TAYLOR COUNTY, FLORIDA

Title

Printed Name:

STATE OF FLORIDA COUNTY OF Day CO

The foregoing instrument was acknowledged before me this 6 by September Malcolm V. Page, who is personally known to me or who produced

as identification.

Stamp:

FPS-A038 Revised (05//05)

LAWANDA PEMBERTON MY COMMISSION # DD 589673 EXPIRES: August 28, 2010 Bonded Thru Notary Public Underwrite

Notary Public, State of Florida

SEC TWP RGE SUBD BLK LOT LEGAL: LEG KEATON BEACH SUB UNIT 3

35 07 07 06836 000 8.20 ACRES

HODGES PARK DESC AS:

NAME: TAYLOR COUNTY COM AT ARMY CORP ENG SURVEY MARK

ADD : HODGES PARK #KBC-1 TH W 4.20 FT TO E RW SR 361 ADD : P O BOX 620 TH'S 116.8 FT FOR POB N 80D W 50 FT

ADD: N 104.6 FT N 77D W 141.38 FT S 237

CSZ : PERRY FL 32348 FT ELY ALG WATERS EDGE 315 FT N 232

TD : CO EXEMPTION : 85 EX-AMT :

DOR: 0000 911 ADD - 21275 KEATON BEACH DRIVE

VAL-LAND : \$286,000 TAX AMT : \$.00

AGR-VAL: \$

EX-FEAT : \$193,770 LAND UNIT-PRICE LAND UNITS APPRAISED

BUILDING: \$ UNIT- 100,000.00 1.61 \$161,000 TOTAL-ASMT: \$479,770 UNIT- 125,000.00 1.00 \$125,000

2005 ASSESSMENT: \$479,770 2006 ASSESSMENT: \$479,770

-NXT,1-PRV,2-CHG,3-KEY,4-MENU,5-DATA,6-LEGAL,7-PRINT,8-SALES,9-AREA *
F1-LOC F2-AUTO F3-RCD F4-FLD F5-FMT F6-DUP F7-OVS F8-COR F9-HELP F10-REL

DEP Agreement No. F6171 CSFA Number: 37.017

CSFA Title: FRDAP

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP) PROJECT AGREEMENT (SFY 2005-06) – Development

This Agreement is made and entered into between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, hereinafter called the DEPARTMENT, and TAYLOR COUNTY, hereinafter called the GRANTEE, a local government, in furtherance of an approved public outdoor recreation project. In consideration of the mutual covenants contained herein and pursuant to section 375.075, Florida Statutes, and chapter 62D-5, Part V, Florida Administrative Code, the parties hereto agree as follows:

- 1. This PROJECT AGREEMENT shall be performed in accordance with section 375.075, Florida Statutes, and chapter 62D-5, Part V, Florida Administrative Code, hereinafter called the RULE. The GRANTEE shall comply with all provisions of the RULE, effective August 15, 2004, which is incorporated into this PROJECT AGREEMENT as if fully set forth herein. It is the intent of the DEPARTMENT and the GRANTEE that none of the provisions of section 163.01, Florida Statutes, shall have application to this PROJECT AGREEMENT.
- 2. The DEPARTMENT has found that public outdoor recreation is the primary purpose of the project known as Hodges Park (Taylor Coastal Park) (Florida Recreation Development Assistance Program, FRDAP Project Number F06171), hereinafter called the PROJECT, and enters into this PROJECT AGREEMENT with the GRANTEE for the development of that real property, the legal description of which shall be submitted to the DEPARTMENT as described in the Florida Recreation Development Assistance Program Development Project Prereimbursement/Commencement Documentation Form, DEP Form FPS-A034.
- 3. All forms hereinafter referenced may be found at www.dep.state.fl.us/parks/bdrs. Further, the GRANTEE will also receive all applicable forms for administration of project with GRANTEE's copy of fully executed PROJECT AGREEMENT.

- 4. The GRANTEE shall construct, or cause to be constructed, certain public outdoor recreation facilities and improvements consisting of the following PROJECT ELEMENTS which may be modified by the DEPARTMENT if GRANTEE shows good cause: Picnic pavilions, playground, security lights, renovation of restrooms and parking and other related support facilities.
- 5. The DEPARTMENT shall pay, on a reimbursement basis, to the GRANTEE, funds not to exceed \$150,000.00 which will pay the DEPARTMENT's share of the cost of the PROJECT. DEPARTMENT funding is based upon the following:

| DEPARTMENT Amount: | \$150,000.00 | 100% |
|--------------------|--------------|------|
| GRANTEE Match: | 0 | 0% |
| Type of Match: | R.E.D.I. | |

- 6. The PROJECT reimbursement request shall include all documentation required by the DEPARTMENT for a proper pre-audit and post-audit review. Within sixty (60) days after receipt of the final request, the DEPARTMENT's Grant Manager shall review the completion documentation and payment request from the GRANTEE for the PROJECT. If the documentation is sufficient and meets the requirements of the Florida Recreation Development Assistance Program Completion Documentation Form, DEP Form FPS-A036, referenced in s. 62D-5.058(6)(g), the DEPARTMENT will approve the request for payment.
- 7. In addition to the invoicing requirements contained in the paragraph above, the Department will periodically request proof of a transaction (such as invoice, payroll register) to evaluate the appropriateness of costs to the PROJECT AGREEMENT pursuant to State guidelines (including cost allocation guidelines), as appropriate. When requested, this information must be provided within 30 calendar days of the date of such request. The GRANTEE may also be required to submit a cost allocation plan to the Department in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at http://www.dbf.state.fl.us/aadir/reference_guide.
- 8. The GRANTEE agrees to comply with the Division of Recreation and Parks' Grant and Contract Accountability Procedure, hereinafter called the PROCEDURE and incorporated into this PROJECT AGREEMENT by reference as if fully set forth herein. All purchases of goods and services for accomplishment of the PROJECT shall be secured in accordance with the GRANTEE's procurement procedures. Expenses representing the PROJECT costs, including the required matching contribution, shall be reported to the DEPARTMENT and summarized on certification forms provided in the PROCEDURE. The DEPARTMENT and GRANTEE agree to use the PROCEDURE guidelines for accounting for FRDAP funds disbursed for the

- PROJECT. The parties further agree that the principles for determining the eligible costs, supporting documentation and minimum reporting requirements of the PROCEDURE shall be used.
- 9. Allowable indirect costs as defined in the PROCEDURE shall not exceed 15% of the GRANTEE's eligible wages and salaries, unless approved in advance as described herein. Indirect costs that exceed 15% must be approved in advance in writing by the DEPARTMENT to be considered eligible PROJECT expenses.
- 10. It is understood by the parties that the amount of this PROJECT AGREEMENT may be reduced should the Governor's Office declare a revenue shortfall and assess a mandatory reserve. Should a shortfall be declared, the amount of this PROJECT AGREEMENT may be reduced by the amount deemed appropriate by the DEPARTMENT.
- 11. A. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. The parties hereto understand that this Agreement is not a commitment of future appropriations.
 - B. The GRANTEE understands that the funds supporting this Agreement are subject to certification forward approval by the Governor's Office on June 30th each year. The GRANTEE understands and agrees that if the Governor's Office does not approve the DEPARTMENT's request to certify the funds forward, the GRANTEE will not be eligible for reimbursement after the reversion of said funds.
- 12. All monies expended by the GRANTEE for the purpose contained herein shall be subject to pre-audit review and approval by the State of Florida Chief Financial Officer in accordance with section 17.03(2), Florida Statutes.
- 13. PROJECT funds may be reimbursed for eligible Preagreement Expenses (as defined in s. 62D-5.054(34) of the RULE) incurred by GRANTEE prior to execution of this PROJECT AGREEMENT in accordance with s. 62D-5.055(9) of the RULE. The DEPARTMENT and the GRANTEE fully understand and agree that there shall be no reimbursement of PROJECT funds by the DEPARTMENT for any expenditure made prior to the execution of this PROJECT AGREEMENT with the exception of those expenditures which meet the requirements of the foregoing sections of the RULE.
- 14. Prior to commencement of PROJECT development, the GRANTEE shall submit the documentation required by the Florida Recreation Development Assistance Program Development Project Pre-reimbursement/Commencement Documentation Form, DEP Form FPS-A034, referenced in s. 62D-5.058(7)(c) of the RULE, to the DEPARTMENT. Upon determining that the documentation

- complies with the RULE, the DEPARTMENT will give written notice to GRANTEE to commence the development and approve the request for payment.
- 15. The GRANTEE shall obtain all required local, state and federal permits and approvals prior to commencement of project construction and shall certify that it has done so to the DEPARTMENT by completing the Project Permitting Certification, FPS-A035, referenced in s. 62D-5.058(7)(c)1 of the RULE.
- 16. This PROJECT AGREEMENT shall become effective upon execution and the GRANTEE shall complete construction of all PROJECT ELEMENTS on or before April 20,2008 (hereinafter referred to as the PROJECT completion date), at which time all payment requests and completion documentation will be due to the DEPARTMENT. The GRANTEE understands that if the Governor's Office does not approve the DEPARTMENT's request to certify the funds forward on June 30th of each year, the GRANTEE will not be eligible for reirnbursement after the reversion of said funds or the denial of the certification forward, whichever is earlier.
- 17. Project completion means the project is open and available for use by the public. Project must be designated complete prior to release of final reimbursement. See Rule 62D-5.054(41).
- 18. The GRANTEE shall retain all records supporting PROJECT costs for five (5) years after the fiscal year in which the final PROJECT payment was released by the DEPARTMENT or until final resolution of matters resulting from any litigation, claim or audit that started prior to the expiration of the five-year retention period. The DEPARTMENT, State Auditor General, State Chief Financial Officer and other agencies or entities with jurisdiction shall have the right to inspect and audit the GRANTEE's records for said PROJECT during the PROJECT and within the retention period.
- 19. In addition to the provisions contained in the paragraph above, the GRANTEE shall comply with the applicable provisions contained in Attachment 1. A revised copy of Attachment 1, Exhibit-1, must be provided to the GRANTEE with each amendment which authorizes a funding increase or decrease. The revised Exhibit-1 shall summarize the funding sources supporting the PROJECT AGREEMENT for purposes of assisting the GRANTEE in complying with the requirements of Attachment 1. If the GRANTEE fails to receive a revised copy of Attachment 1, Exhibit-1, the GRANTEE shall notify the Department's FRDAP Grants Administrator at (850) 245-2501 to request a copy of the updated information.
- 20. Following receipt of an audit report identifying any reimbursement due the DEPARTMENT for the GRANTEE's non- compliance with this PROJECT AGREEMENT, the GRANTEE will be allowed a maximum of thirty (30) days to submit additional pertinent documentation to offset the amount identified as being

- due to the DEPARTMENT. The DEPARTMENT, following a review of the documentation submitted by the GRANTEE, will inform the GRANTEE of the final reimbursement due the DEPARTMENT.
- 21. The GRANTEE, as an independent contractor and not an agent, representative, or employee of the DEPARTMENT, agrees to carry adequate liability and other appropriate forms of insurance. The DEPARTMENT shall have no liability except as specifically provided in this PROJECT AGREEMENT.
- 22. To the extent required by law, the GRANTEE will be self-insured against, or will secure and maintain during the life of this PROJECT AGREEMENT, Workers' Compensation Insurance for all of his employees connected with the work of this project and, in case any work is subcontracted, the GRANTEE shall require the subcontractor to provide Workers' Compensation Insurance for all of the subcontractor's employees unless such employees are covered by the protection afforded by the GRANTEE. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the GRANTEE shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the DEPARTMENT, for the protection of its employees not otherwise protected.
- 23. The purchase of non-expendable equipment is not authorized under the terms of this Agreement.
- 24. For the purpose of this PROJECT AGREEMENT, the DEPARTMENT's Grant Manager shall be responsible for ensuring performance of its terms and conditions and shall approve all reimbursement requests prior to payment. The GRANTEE's Grant Manager, identified in paragraph 25, or successor, shall act on behalf of the GRANTEE relative to the provisions of this PROJECT AGREEMENT. The GRANTEE, shall submit to the DEPARTMENT signed PROJECT status reports every January 5th, May 5th, and September 5th of each year summarizing the work accomplished, problems encountered, percentage of completion, and other information which may be requested by the DEPARTMENT. Photographs to reflect the construction work accomplished shall be submitted when the DEPARTMENT requests them.
- 25. Any and all notices required by this PROJECT AGREEMENT shall be deemed sufficient if delivered or sent by United States Postal Service to the parties at the following addresses:

GRANTEE's Grant Manager

DEPARTMENT's Grant Manager

Ms. Melody Cox Grants Coordinator 201 East Green Street Perry, FL 32347 Mary Ann Lee Florida Department of Environmental Protection 3900 Commonwealth Blvd., MS585 Tallahassee, Florida 32399-3000

- 26. Prior to final reimbursement, the GRANTEE must erect a permanent information sign on the PROJECT site which credits PROJECT funding or a portion thereof, to the Florida Department of Environmental Protection and the Florida Recreation Development Assistance Program.
- 27. The DEPARTMENT has the right to inspect the PROJECT and any and all records related thereto at any reasonable time.
- 28. This PROJECT AGREEMENT may be unilaterally canceled by the DEPARTMENT for refusal by the GRANTEE to allow public access to all documents, papers, letters, or other material made or received by the GRANTEE in conjunction with this PROJECT AGREEMENT unless the records are exempt under Section 24(a) of Article I of the State Constitution and Section 119.07(1), Florida Statutes.
- 29. Prior to the closing of the PROJECT, the DEPARTMENT shall have the right to demand a refund, either in whole or in part, of the FRDAP funds provided to the GRANTEE for non-compliance with the material terms of this PROJECT AGREEMENT. The GRANTEE, upon such written notification from the DEPARTMENT, shall refund, and shall forthwith pay to the DEPARTMENT, the amount of money demanded by the DEPARTMENT. Interest on any refund shall begin the date that the GRANTEE was informed that a refund was required until refund and interest are paid to the DEPARTMENT.
- 30. The GRANTEE shall comply with all federal, state and local regulations, rules and ordinances in developing this PROJECT. The GRANTEE acknowledges that this requirement includes compliance with all federal, state and local health and safety rules and regulations including all applicable building codes. The GRANTEE further agrees to include the requirements of this paragraph in all subcontracts made to perform this PROJECT AGREEMENT.
- 31. The GRANTEE may subcontract work under this Agreement without the prior written consent of the DEPARTMENT'S Grant Manager. The GRANTEE agrees to be responsible for the fulfillment of all work elements included in any subcontract. It is understood and agreed by the GRANTEE that the DEPARTMENT shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the GRANTEE shall be solely

liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

- 32. Land owned by the GRANTEE, which is developed or acquired with FRDAP funds, shall be dedicated in perpetuity as an outdoor recreation site by the GRANTEE for the use and benefit of the public as stated in section 62D-5.059(1) of the RULE. Land under control other than by ownership of the GRANTEE, such as by lease, shall be dedicated as an outdoor recreation area for the use and benefit of the public for a minimum period of twenty-five (25) years from the completion date set forth in the PROJECT completion certificate. All dedications must be recorded in the county property records by the owner, or by the GRANTEE if the owner has given GRANTEE authority to do so. Such PROJECT shall be open at reasonable times and shall be managed in a safe and attractive manner appropriate for public use.
- 33. Failure to comply with the provisions of the RULE or the terms and conditions of this PROJECT AGREEMENT will result in cancellation of the PROJECT AGREEMENT by the DEPARTMENT. The DEPARTMENT shall give the GRANTEE in violation of the RULE or this PROJECT AGREEMENT a notice in writing of the particular violations stating a reasonable time to comply. Failure to comply within the time period stated in the written notice shall result in cancellation of the PROJECT AGREEMENT and shall result in the imposition of the terms in Paragraph 29.
- 34. In the event of conflict in the provisions of the RULE, the PROJECT AGREEMENT and the Project Application, the provisions of the Rule shall control over this PROJECT AGREEMENT and this PROJECT AGREEMENT shall control over the Project Application documents.
- 35. If the DEPARTMENT determines that site control is not sufficient under the RULE, the DEPARTMENT shall give the GRANTEE a notice in writing and a reasonable time to comply. If the deficiency is not corrected within the time specified in the notice, the DEPARTMENT shall cancel this PROJECT AGREEMENT.
- 36. Pursuant to section 216.347, Florida Statutes, the GRANTEE is prohibited from spending FRDAP funds for the purpose of lobbying the legislature, the judicial branch, or a state agency.
- 37. A. No person on the grounds of race, creed, color, national origin, age, sex, marital status or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this PROJECT AGREEMENT.
 - B. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public

entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and intends to post the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity at (850) 487-0915.

- 38. Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, Florida Statutes.
- 39. The employment of unauthorized aliens by any GRANTEE is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the GRANTEE knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The GRANTEE shall be responsible for including this provision in all subcontracts issued as a result of this Agreement.
- 40. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not perform work as a grantee, contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, Florida Statutes, for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list.
- 41. The PROJECT AGREEMENT has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this PROJECT AGREEMENT shall be interpreted in such manner as to be effective and valid under applicable Florida law, but if any provision of this PROJECT AGREEMENT shall be prohibited or invalid under applicable Florida law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this PROJECT AGREEMENT. Any action hereon or in connection herewith shall be brought in Leon County, Florida unless prohibited by applicable law.
- 42. No delay or failure to exercise any right, power or remedy accruing to either party upon breach or default by either party under this PROJECT AGREEMENT shall impair any such right, power or remedy of either party; nor shall such delay or failure be construed as a waiver of any such breach or default, or any similar breach or default thereafter.

- 43. This PROJECT AGREEMENT is not intended nor shall it be construed as granting any rights, privileges or interest to any third party without mutual written agreement of the parties hereto.
- This PROJECT AGREEMENT is an exclusive contract and may not be assigned in whole or in part without the written approval of the DEPARTMENT.
- 45. This PROJECT AGREEMENT represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this PROJECT AGREEMENT shall only be valid when they have been reduced to writing, duly executed by each of the parties hereto, and attached to the original of this PROJECT AGREEMENT.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed on the day and year last written below.

| STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION | TAYLOR COUNTY |
|--|--|
| By: Division Director (or Designee) Division of Recreation and Parks | By: Printed Name: Title |
| | 7-19-05 |
| Date | Date |
| Address: Office of Information and Recreation Services Division of Recreation and Parks 3900 Commonwealth Boulevard Mail Station 585 | Address: 201 East Green Street Perry, FL 32347 |
| Tallahassee, Florida 32399-3000 | Grantee Attorney |
| DEP Grant Manager | |

List of attachments/exhibits included as part of this Agreement:

Specify

Letter/

January 24, 2005 for use for one year.

Approved as to Form and Legality: This form has been pre-approved as to form and legality by Suzanne Brantley,

Assistant General Counsel, on

Type

Number

Description (include number of pages)

Attachment

1

Special Audit Requirements (5 Pages)

Exhibit "P"

(a) Provide a description of the proposed project which includes existing and future uses, existing and proposed physical improvements, natural and historical resources, any proposed resource protection/conservation and any existing buildings on site.

Hodges Park at Keaton Beach is located directly on the Gulf of Mexico. The project site is 8.2 acres and is owned by Taylor County. The existing facilities and amenities at the park include: a playground, fishing pier, restrooms with shower area, picnic pavilions, and parking. The highlight of Hodges Park is of course, the beach. The FRDAP Program has provided funding assistance for two previous phases of the park development. The first phase provided funding for the restroom facilities, picnic shelters, and the fishing pier. The second phase provided funding assistance for the playground area, picnic pavilions located directly on the shoreline and additional parking. Hodges Park has been dedicated to the public in perpetuity as an outdoor recreation area for the use and benefit of the general public.

The proposed improvements and project scope of work includes:

Improvements to the playground including a 20 x 30 shade covering Renovation of the restroom facility including the shower area Improvements to the parking area and handicap accessibility Repairs to the fishing pier including handicap accessibility improvements Improvements to the beach including sand screen fencing Improvements to the picnic pavilions

Designated nature study area with kiosks and habitat signage Installation of Security Lighting

Hodges Park is the only public beach in Taylor County. There is a small fishing pier in Steinhatchee, otherwise, the fishing pier at Hodges Park is the only public fishing pier in the County on the Gulf. Keaton Beach is the #1 tourism location in Taylor County with Keaton Beach Boat Ramp being the most heavily used boat ramp. This area is known as the "Nature Coast" due to the coastline being largely undeveloped and is either state owned or privately owned by a timber company. With this, the coastline is pristine and the vegetation is lush and the wildlife thrives. Hodges Park is ideal for a nature study area as numerous species of birds have been documented at or near the park site. FNAI has documented 15 species of birds which are considered rare or endangered at or in the immediate area of the park.

Taylor County has dedicated a portion of the Restore Act funds they will be receiving to the construction of a 800' boardwalk with three covered wildlife observation decks at Hodges Park. "Top Down" construction measures will be used for the construction of the boardwalk to ensure there will be no negative impact on environment.

The majority of the Taylor County coastline, including Keaton Beach and Hodges Park are included in the Big Bend Seagrasses Aquatic Preserve. This helps to ensure the conservation and protection of the ecological systems adjacent to Hodges Park. The coastal waters adjacent to Keaton Beach and Hodges Park are renowned for recreational fishing and scalloping.



THE FLORIDA SENATE

Tallahassee, Florida 32399-1100

COMMITTEES:

Appropriations Subcommittee on Education, Vice Chair Education, Vice Chair Appropriations Appropriations Subcommittee on Health and Human Services Banking and Insurance Gaming Governmental Oversight and Accountability

SELECT COMMITTEE:

Select Committee on Indian River Lagoon and Lake Okeechobee Basin, Vice Chair

SENATOR BILL MONTFORD

Democratic Policy Chair 3rd District

September 27, 2013

Department of Environmental Protection Office of Operations Land and Recreation Grants 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000

To Whom It May Concern:

The purpose of this letter is to express my full support for the Taylor County grant application of \$50,000 for the restoration of Hodges Park located in Keaton Beach, Florida.

As you probably already know, Hodges Park is the only beach in Taylor County and the park is heavily used year round, especially the playground located on the beach. As one of the primary tourism destinations in the county, this project should be viewed as an economic generator for both Taylor County and the State of Florida.

Once awarded, I understand the grant improvements to Hodges Park will include: additional playground equipment with a shade covering, repairs to the fishing pier, additional security lighting, improvements to the restroom facilities (including the shower area), and nature study signage at the picnic pavilions.

Again, I am pleased to voice my full support for this grant application, and look forward to assisting and helping promote Hodges Park in the future.

Sincerely,

William J. Montford, III

Rill Montford

Florida State Senator - District 6

BJM:mam

🗅 214 Senate Office Building, 404 South Monroe Street, Tallahassee, Florida 32399-1100 (850) 487-5003

☐ 58 Market Street, Apalachicola, Florida 32320 (850) 653-2656

20 East Washington Street, Suite D, Quincy, Florida 32351 (850) 627-9100

Senate's Website: www.flsenate.gov



Florida House of Representatives

Representative Halsey Beshears District 7

<u>District Office:</u> 2191 South Jefferson Monticello, FL 32345 (850) 342-0016 Fax: (850) 342-0018

<u>Satellite Offices:</u>
115 West Green St. Suite 228
Perry, FL 32347
(850) 584-2828
<u>Or</u>
78 11th St. Suite 5
Apalachicola, FL 32320
(850) 653-1213

Tallahassee Office: 1102, The Capitol 402 South Monroe Street Tallahassee, FL 32399 (850) 717-5007 Fax: (850) 922-0806

Email: halsey.beshears@myfloridahouse.gov

September 25, 2013

Florida Department of Environmental Protection Land and Recreation Grants 3900 Commonwealth Boulevard Mail Station 585 Tallahassee, FL 32399

Dear Mary Anne Lee:

I would like to lend my support to Taylor County in their grant application of \$50,000 for the restoration of Hodges Park through the Florida Recreational Development Assistance Program.

Hodges Park, located in Keaton Beach, is the only beach in Taylor County and serves as one of the primary tourism destinations in the county. If awarded, the grant will be used for improvements to the park which will include additional playground equipment with a shade covering, repairs to the fishing pier, additional security lighting, repairs to the restroom facilities, and the addition of nature study signage at the picnic pavilions.

I ask for your favorable consideration and support of this worthy project. Please contact me should you require any additional information.

Very Respectfully,

Halsey Beshears State Representative House District 7

Committees: Agriculture & Natural Resources Appropriations Subcommittee
Agriculture & Natural Resources Subcommittee*Energy & Utilities Subcommittee
Regulatory Affairs Committee*Finance & Tax Subcommittee



428 N. Jefferson Street Post Office Box 892 Perry, Florida 32348

Phone (850) 584-5366 Fax (850) 584-8030

E-mail: taylorchamber@gtcom.net Web Page: www.taylorcountychamber.com



September 12, 2013

Taylor County Board of County Commissioners

To Whom It May Concem:

The Perry-Taylor County Chamber of Commerce is in full support of Taylor County submitting a grant application to the Florida Recreational Development Assistance Program (FRDAP) requesting funding assistance in the amount of \$50,000 for improvements to Hodges Park at Keaton Beach.

Hodges Park is the only beach in Taylor County and Keaton Beach/Hodges Park is one of the key tourism locations in the County. Improvements will include: additional playground equipment with a shade covering, repairs to the fishing pier, additional security lighting, and improvements to the restroom facilities including the shower area, and nature study signage at the picnic pavilions.

We appreciate the efforts of Taylor County continuing to make improvements to areas of interest to tourism for ensuring visitors to our County. Thank you for your time and please feel free to contact our office with any questions.

Sincerely,

Dawn V. Taylor

Dawn Jaya

President



September 23, 2013

RE: Hodges Park at Keaton Beach, Taylor County, FL

To: The Florida Recreational Development Assistance Program

On behalf of the Taylor County Development Authority, please accept this funding request in support of improvements for Hodges Park at Keaton Beach in Taylor County, Florida. These improvements will include: additional playground equipment with a shade covering, repairs to the fishing pier, additional security lighting, and improvements to the restroom facilities including the shower area, and nature study signage at the picnic pavilions.

Even though Taylor County has the longest continuous coastline in the state along the Gulf of Mexico, there is very limited public access to the county's coast. Consequently, by FRDAP supporting this funding request, for Hodges Park, it will enhance the economic development of Taylor County and afford an opportunity for the public to experience a taste of "Old Florida", while enjoying outstanding outdoor recreation.

Thank you for your consideration to fund \$50,000 to sustain and continue to enhance the viability of Hodges Park at Keaton Beach, as an asset to continue to attract tourism to Taylor County, Florida.

Sincerely,

Scott Frederick, Director

W. H. Simpson Logging, LLC 5483 Puckett Rd. Perry, FL 32348 (850) 584-4072

To Whom it May Concern:

Please accept this as a letter of support for the grant application submitted by the Taylor County Board of County Commissioners to the Florida Recreational Development Assistance Program requesting funding assistance for improvements to Hodges Park at Keaton Beach.

As residents of Taylor County and property owners at Keaton Beach we are in full support of the improvements proposed to Hodges Park and the fishing pier. The park is an invaluable asset to the residents of the county as well as visitors to the area who come to fish in our waters and vacation on our coast.

The fishing pier is in need of repairs and additional lighting and the playground area improvements, restroom improvements are needed to ensure the safety and enjoyment of those coming to the park to enjoy our county's only beach park.

Sincerely,

Cindy Simpson, Managing Member

W. H. Simpson Logging, LLC



Taylor County Board of County Commissioners

To Whom It May Concern:

The Taylor County Tourism Development Council is in full support of Taylor County submitting a grant application to the Florida Recreational Development Assistance Program (FRDAP) requesting funding assistance in the amount of \$50,000 for improvements to Hodges Park at Keaton Beach.

Hodges Park is the only beach in Taylor County and Keaton Beach/Hodges Park is one of the key tourism locations in the County. Improvements will include: additional playground equipment with a shade covering, repairs to the fishing pier, additional security lighting, and improvements to the restroom facilities including the shower area, and nature study signage at the picnic pavilions.

We appreciate the efforts of Taylor County continuing to make improvements to areas of interest to tourism for ensuring visitors to our County. Thank you for your time and please feel free to contact our office with any questions.

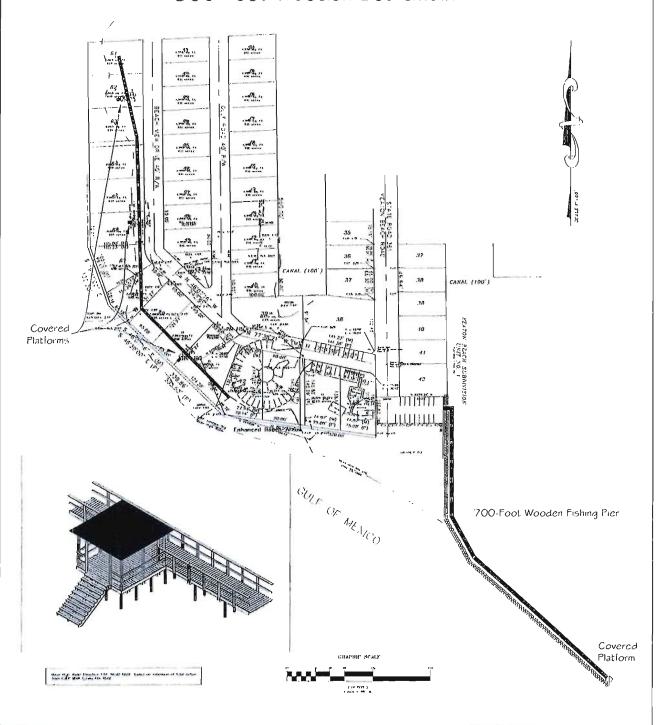
Sincerely,

Dawn V. Taylor

President

CONCEPTUAL SITE PLAN TAYLOR COUNTY BOARD OF COMMISSIONERS LOCATED IN SECTION 35 TOWNSHIP 7 SOUTH, RANGE 7 EAST TAYLOR COUNTY, FLORIDA

800-Foot Wooden Boardwalk



TAYLOR COUNTY ENGINEERING DEPARTMENT

BOARD OF COUNTY COMMISSIONERS

201 E. GREEN STREET PERRY, FL. 32347

PHONE: (050) 838-3500 FAX: (850) 838-3501 E-MAIL: engineer@taco.perryfl.com

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2000-002-ENG

3

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to hold the first of two public hearings at 5:30 pm to discuss and receive public input regarding the upcoming funding cycle and possible grant submission for the 2020 Florida Department of Transportation (FDOT) Transportation Alternatives Program. This program was previously known as the Transportation Enhancement Program.

MEETING DATE REQUESTED:

October 7, 2013

Statement of Issue: The Board to hold the first of two public hearings to discuss

and receive public input regarding the upcoming funding cycle and possible grant submission for the 2020 FDOT Transportation Alternative Program The second public

hearing will be October 22, 2013 at 5:30pm.

Recommended Action: Not applicable

Fiscal Impact: It is anticipated FDOT District Two will award and divide \$5M between eighteen (18) counties for the Transportation Alternatives Program FY 2019. This is approximately \$275,000 per County. A cash match is not required. In kind project /grant administration services will be required. If the project requires design, engineering, and bidding services FDOT will provide these services for a portion of the funds awarded.

Budgeted Expense: Y/N

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The FDOT Transportation Alternative Program

applications are submitted five to six years in advance. These funds can be used for the construction of off-road pedestrian and bicycle facilities, safe routes to schools projects, trails, trailheads, walkways, and other applicable infrastructure projects. The County must own all right of way required for the project prior to grant application submission. A possible project for this program is construction of a sidewalk on Old Dixie Highway to South Side Park located at the corner of Old Dixie and Plantation.

The County was recently awarded funding for the 2019 grant submission for the construction of a .79 mile sidewalk from the corner of Green Street and Arena Street to the corner of Green Street and Howard Street. This sidewalk will connect to the existing sidewalk at Howard Street which goes to the school.

Attachments: Information on the FY 2019 Transportation Alternatives Program and information on the Old Dixie Highway project.



RICK SCOTT GOVERNOR 109 South Marion Avenue Lake City, FL 32025 ANANTH PRASAD, P.E. SECRETARY

August 23, 2013

Taylor County: Sent via e-mail

The Florida Department of Transportation is soliciting project applications for the Transportation Alternatives Program for the Work Program cycle for Fiscal Year 2020. The Transportation Alternatives Program was created in 2012 under the Moving Ahead for Progress in the 21st Century Act or MAP-21. The Transportation Alternatives Program replaces the Transportation Enhancement Program of prior years. The application form is attached.

Eligible Projects: The following types of projects are eligible for Transportation Alternatives funding:

- 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.
- The Safe Routes to School Program A separate application form must be filled out and included with the Transportation Alternatives application. Because of the extensive nature of the Safe Routes to School application, an additional year may be needed before a Safe Routes to School project can be programmed.

The Department receives an annual allocation of approximately \$5,000,000 in Transportation Alternatives funds per year to be disbursed among the 18 counties that make up District Two. Applications need to be submitted through the county commission. Please use a separate application for each project, and submit a maximum of two (2) projects in addition to any Safe Routes to School project applications. Please prioritize these projects when submitted.

For Taylor County, the following Alternatives Projects are already in the tentative FY 2014 - FY2019 work program and do not require a new application:

4305171 Bike Lane/Sidewalk
 4322581 Trailhead
 4339861 Sidewalk
 CR 361 from Dark Island Dr to Keaton Beach Dr CR 361 Trailhead Keaton Beach
 CR 361 from Dark Island Dr to Keaton Beach Dr CR 361 Trailhead Keaton Beach
 CR 361 Trailhead Keaton Beach Dr CR 356 (Green Street) from Arena St to Howard St

Please note the following:

- Projects that were applied for in a previous year but were not programmed, will need to be requested again if the project is still desired.
- If ALL the Right-of-Way necessary to construct the project is not currently in public ownership, please do not submit an application until you speak with us.
- The "Certification of Project Sponsor" on the last page of the application must be filled out and signed before a project will be programmed.

Once an application is received it will be evaluated for constructability, financial feasibility, and prioritized. If the project is programmed the local agency will be notified that the project will be added to the Tentative 5-Year Work Program. If the project is not programmed but remains a priority with the local agency, then the project will need to be requested in the next solicitation cycle.

Please submit separate projects on separate application forms. Submit completed applications to me no later than **November 29, 2013**. The application may be sent by email or regular mail at the address below.

If you have any questions or comments or need further clarification, please call me at (386) 961-7878 or (800) 749-2967, Extension 7878.

Sincerely,

Barney Bennette

Transportation Alternatives Coordinator Florida Department of Transportation, District 2 1109 S. Marion Avenue Mail Station 2014 Lake City, Fl 32025-5874

Bany Bennetto

email: barney.bennette@dot.state.fl.us.

Florida Department of
Transportation
Transportation Alternative
Program
Fiscal Year 2020

Possible Project:

Sidewalk from the corner of Jefferson Street and Old Dixie Highway to Southside Park at the corner of Old Dixie Highway and Plantation Road.

Total Project Miles: 1.53 miles

This is a busy road with high pedestrian and bicycle use. This area had one pedestrian related fatality within the past year.







4

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Public Hearing for Iron Horse Mud Ranch Mud Bog Special Event

MEETING DATE REQUESTED:

October 7, 2013

Statement of Issue:

Board to hold public hearing to consider approval of a Mud Bog Special

Event application.

Recommendation:

Hold public hearing

Fiscal Impact:

Increase in tourism

Budgeted Expense:

Yes

No N/A x

Submitted By:

Danny Griner

Contact:

building.director@taylorcountygov.com

<u>SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS</u>

History, Facts & Issues: The Planning Staff received an application from the Iron Horse Mud Ranch to hold a Mud Bog Special Event on October 25-27, 2013. The event is scheduled to take place at the Iron Horse Mud Ranch site located at 8999 S. US 19. Section 10-65 of the Code of Ordinances requires that special events with attendance greater than 1,000 must be approved by the County Commission at a public hearing. The application reflects that attendance is anticipated to meet the public hearing criteria. The Ambulance Statement and the Insurance Statement will be provided to County staff by Trey Howard, Attorney for the applicant, before the event takes place.

Options:

- Approve the application.
- 2. Deny the application.

Attachments:

- Copy of application and associated documents.
- 2. Copy of legal public hearing notice.

OSCAR M. HOWARD, III ATTORNEY AT LAW, P.A.

POST OFFICE BOX 22
PERRY, FLORIDA 32348
TELEPHONE (850) 584-4980
FAX (850) 584-4985
September 18, 2013

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

Re: Iron Horse Mud Ranch

Dear Jamie:

Please find enclosed the Application for Special Event Permit. I have a verbal commitment from the Taylor County Emergency Services and a verbal insurance commitment. However, I do not have letters in hand, but I will provide them as an addendum to this application as soon as possible.

Thank you in advance for your assistance to this matter. If you should have any questions, please do not hesitate to contact my office.

O.M. Howard, III

MUD BOG CHECKLIST

EVENT NAME: IRON HORSE MUD RANCH

| 1. | APPLICANTS NAME | X |
|-----|---|---|
| 2. | PHYSICAL LOCATION | X |
| 3. | LEGAL DESCRIPTION | X |
| 4. | WAIVER FROM ADJOINING PROPERTY OWNERS | X |
| 5. | DATE & HOURS OF EVENT | X |
| 6. | MAXIMUM ATTENDANCE | X |
| 7. | SECURITY STATEMENT | X |
| 8. | AMBULANCE STATEMENT (DMH-EMS with hospital CEO signature) | |
| 9. | MAP OF PROPERTY | X |
| 10. | PROPERTY WITHIN 660 FEET OF EVENT | X |
| 11. | LOCATION OF PARKING | X |
| 12. | LIST OF OWNERS WITHIN 660 FEET | X |
| 13. | OWNER STATEMENT | X |
| 14. | HOLD HARMLESS & ENTRY CONSENT STATEMENT | X |
| 15. | WASTE HAULER STATEMENT | X |
| 16. | INSURANCE STATEMENT | |
| 17. | SANITARY FACILITY PROVIDER STATEMENT | X |
| | | |

| COMPLETED BY: | Jami | Boothey | | DATE: | 10/01/13 | |
|---------------|------|---------|---|-------|----------|--|
| | | | \ | | | |

NOTICE OF PUBLIC HEARING PURSUANT TO SECTION 10-65, TAYLOR COUNTY CODE OF ORDINANCES (ORDINANCE NO. 2001-12)

Notice is hereby given that the Taylor County Board of County Commissioners will hold a public hearing on Monday, October 7, 2013 at 5:35 p.m., or as soon thereafter as possible, in the Taylor County Administrative Complex, 201 East Green Street, Perry, Florida 32347, to hear an application for SPECIAL EVENTS PERMIT (MUD-BOG) to be held on October 25, October 26 and October 27, 2013, from 7:00 a.m. to 7:00 p.m. The event will be held at the Iron Horse Mud Ranch located at 8999 S. US 19.

The application is available to the public and may be inspected at the Taylor County Planning Department, located at the Administrative Complex (Old Post Office), 201 E. Green Street, Perry, Florida 32347.

Notice is further given, pursuant to Florida Statutes 286.0105, that any persons deciding to appeal any matter considered at this hearing will need a record of the hearing and may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

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

NOTICE OF PUBLIC HEARING PURSUANT TO SECTION 10-65, TAYLOR COUNTY CODE OF ORDINANCES (ORDINANCE NO. 2001, 12) Notice is hereby given that the Taylor County Board of County Commissioners will hold a public hearing on Monday, October 7, 2013 at 5:35 p.m., or as soon thereafter as possible, in the Taylor County Administrative Complex 201 East, Green Street, Perry, Florida 32347, to hear an application for SPECIAL EVENTS PERMIT (MUD-BOG) to be held on October 25, October 26 and October 27; 2013, from 7:00 a.m. to 7:00 p.m. .: The event will be held at the Iron-Horse Mud Ranch located at 8999 S. US. 19. The application is available to the publics and may be Inspected at the Taylor County. Planning Department, located at the Administrative Complex (Old Post Office), 201 E. Green Street Perry Florida 32347.

Notice is further given, pursuant to Florida Statutes 286.0105; that any persons deciding to appeal any matter considered at this hearing will need a record of the hearing and may need to ensure: that, a verbatim record of the proceedings, is made, which record includes the testimony and evidence upon which the appeal is to be based. BY ORDER OF THE BOARD OF COUNTY COMMISSIONERS, Taylor County, Florida.

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| MALCOLM PAGE | MARK WIGGINS | LONNIE HOUCK | PAM FEAGLE | PATRICIA PATTERSON |
|--------------|--------------|--------------|------------|--------------------|
| District 1 | District 2 | District 3 | District 4 | District 5 |



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

ANNIE MAE MURPHY, Clerk P. O. Box 620, Perry, FL 32348 (850) 838-3506 Phone (850) 838-3549 Fax JACK BROWN, County Administrator 201 E. Green Street, Perry, Fl. 32347 (850) 838-3500, extension 6 Phone (850) 838-3501 Fax CONRAD C. BISHOP, JR. County Attorney P.O. Box 167, Perry, FL 32348 (850) 584-6113 Phone (850) 584-2433 Fax

| | APPI | LICATION | FOR SPECI | AL EVENI | PERMII | FEE: | \$250.00 | |
|--|-----------------------|---|------------|---|--------------------|-----------------------|--|--|
| PERMIT TYPE: | MUD | BOG | | | DATE: | :9/ | 12/13 | |
| APPLICANT NAME: | | Wells Mud Ranch DBA Iron Horse Mud Ranch | | | | | | |
| MAILING ADDRESS | • | P.O. Box 203 Rush, Kentucky 41168 | | | | | | |
| PROPERTY OWNER | : | | | | | | | |
| | | Rt. 207 Properties, LLC 8999 US 19 South, Perry, Florida 32348 | | | | | | |
| | | | | | | | | |
| PHONE#: | 850-5 | 84-4980 | | F | PARCEL #: 0 | 8744- 050, | 08743-060 | |
| PROPERTY OWNERS WITHIN 660 FEET OF ACTIVITY | | | | | | | | |
| 1. <u>Rt.</u> | 1. Rt. 207 Properties | | | 2. <u>Andyland, LLC</u> | | | | |
| 3 <u>San</u> | dra Laur | a Lee | 4. | | Jack Ferns | andez | | |
| 5. Martin Ellison | | | | 102 | | | | |
| 171 | artin Lin | <u>8011</u> | U . | *************************************** | | | The state of the s | |
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| EVENT DATE(S): | | | Frida | , | END: | Sun | day | |
| EVENT DATE(S): | | START: | | | END: | | | |
| EVENT DATE(S): | | | | | END: | | | |
| EVENT DATE(S): | | com t nom - | | | END: | | | |
| HOURS OF OPERATI | ON: | START: _ | 7:00a. | m | | | p.m | |
| EXPECTED ATTEND | ANCE: | 1000+ | | MAXIMU | J M ATTENDA | | No way to determine | |
| SECURITY PROVIDE (Attach statement from provider) | R: | SHERI | FFS OFFICE | * | PRIVA | TE SECU | RITY X | |
| SANITARY FACILITI | ES PRO | VIDER: | | Murray's | Septic 850-672 | -0103 | | |

SEC TWP RGE SUBD BLK LOT

03-06-08-08743-000 LEGAL: LEG 0040.00 ACRES SE 1/4 OF NW 1/4

NAME:RT 207 PROPERTIES LLC OR 665-912

ADD:

SUBJ TO & TOGETHER WITH ESMTS IN

ADD:1932 CARTER AVENUE

OR 233-683 & 665-880 & 665-897

ADD :

CSZ :ASHLAND KY 41101

911:

911 CITY:

LAND : \$51,000 TD :CO DOR : 5600 ZONE : 015092

AGR-VAL : \$6,600 EX-FEAT : \$

BUILDING: \$ LAND UNITS COND ------ 5600-ACRE 40.00 100 TOT-MKT-->: \$6,600 9900-ACRE 40.00 100

SEC TWP RGE SUBD BLK LOT

03-06-08-08743-060 LEGAL: LEG 0030.00 ACRES

NW 1/4 OF SW 1/4 OF NW 1/4 & NAME: RT 207 PROPERTIES LLC S 1/2 OF SW 1/4 OF NW 1/4

OR 665-912

ADD :1932 CARTER AVENUE SUBJ TO & TOGETHER WITH ESMTS IN

ADD : OR 233-683 & 665-880

CSZ : ASHLAND KY 41101 911:

911 CITY:

LAND

\$38,250 : . TD :CO DOR: 5700 ZONE: 015094

AGR-VAL : \$3,390 EX-FEAT \$ BUILDING :

\$ LAND LAND UNITS COND 5700-ACRE 30.00 100 TOT-MKT-->: 9900-ACRE \$3,390 30.00 100

SEC TWP RGE SUBD BLK LOT

03-06-08-08743-100 LEGAL: LEG 0040.00 ACRES SE 1/4 OF SW 1/4

NAME:RT 207 PROPERTIES LLC OR 665-912

ADD: SUBJ TO & TOGETHER WITH ESMTS IN

ADD :1932 CARTER AVENUE OR 233-683 & 665-880

ADD :

CSZ :ASHLAND KY 41101

911:

911 CITY:

LAND : \$51,000 TD :CO DOR : 5700 ZONE : 015095

AGR-VAL: \$4,520 EX-FEAT: \$ BUILDING

BUILDING: \$ LAND UNITS COND 5700-ACRE 40.00 100 TOT-MKT-->: \$4,520 9900-ACRE 40.00 100

SEC TWP RGE SUBD BLK LOT

03-06-08-08743-150 LEGAL: LEG 0040.00 ACRES

NW 1/4 OF NW 1/4 NAME:RT 207 PROPERTIES LLC

OR 665-912

SUBJ TO & TOGETHER WITH ESMTS IN ADD :1932 CARTER AVENUE OR 233-683 & 665-880

ADD :

CSZ : ASHLAND KY 41101

911 : 8999 US 19 S

911 CITY: \$93,500 LAND

TD :CO DOR : 5002 ZONE : 015096

EX-FEAT : \$9,835 \$5,115 BUILDING : \$37,056

LAND UNITS COND LAND 9910-ACRE 1.00 100 TOT-MKT-->: \$52,006 5600-ACRE 39.00 100 20.00 100 9900-ACRE 9900-ACRE 20.00 100

SEC TWP RGE SUBD BLK LOT 03-06-08-08743-200

LEGAL: LEG 0040.00 ACRES

NE 1/4 OF SW 1/4

OR 665-912

SUBJ TO & TOGETHER WITH ESMTS IN

OR 233-683 & 665-880 & 665-897

NAME:RT 207 PROPERTIES LLC ADD:

ADD :1932 CARTER AVENUE

ADD:

CSZ :ASHLAND KY 41101

911 :

911 CITY:

LAND : \$136,000 TD :CO DOR : 5600 ZONE : 015097

AGR-VAL : \$6,600 EX-FEAT : \$

BUILDING: \$ LAND UNITS COND ------ 5600-ACRE 40.00 100 TOT-MKT-->: \$6,600 9900-ACRE 40.00 100

SEC TWP RGE SUBD BLK LOT 03-06-08-08743-220

NAME:RT 207 PROPERTIES LLC

LEGAL: LEG 0080.00 ACRES

W 1/2 OF SW 1/4

OR 665-908

ADD: SUBJ TO & TOGETHER WITH ESMTS

ADD :1932 CARTER AVENUE

ADD :

CSZ :ASHLAND KY 41101

911 :

911 CITY:

LAND : \$272,000 TD :CO DOR : 5600 ZONE : 015098

AGR-VAL : \$13,200 EX-FEAT : \$

SEC TWP RGE SUBD BLK LOT 04-06-08-08744-050

LEGAL: LEG 0040.00 ACRES

SE 1/4 OF NE 1/4

NAME:RT 207 PROPERTIES LLC

OR 665-912

ADD : ADD :1932 CARTER AVENUE

SUBJ TO & TOGETHER WITH ESMTS IN

OR 233-683 & 665-880

ADD:

CSZ : ASHLAND

TOT-MKT-->:

KY 41101

911 :

911 CITY: LAND

\$6,600

TD :CO DOR : 5600 ZONE : 015102

LAND : \$136,000 AGR-VAL : \$6,600 EX-FEAT : \$

EX-FEAT : \$ BUILDING : \$

LAND LAND UNITS COND 5600-ACRE 40.00 100 9900-ACRE 40.00 100

SEC TWP RGE SUBD BLK LOT

03-06-08-08743-250 LEGAL: LEG 0040.00 ACRES NE 1/4 OF NW 1/4

NAME:RT 207 PROPERTIES LLC OR 665-926

ADD: SUBJ TO & TOGETHER WITH ESMTS IN ADD :1932 CARTER AVENUE OR 234-388 & 665-880 & 665-890 &

ADD: 665-897

CSZ :ASHLAND 911 : 911 CITY: KY 41101

LAND \$40,000 TD :CO DOR: 5600 ZONE: 015099

AGR-VAL \$6,600 : EX-FEAT \$ BUILDING : \$

LAND LAND UNITS COND 100 5600-ACRE 40.00 TOT-MKT-->: \$6,600 9900-ACRE 40.00 100

SEC TWP RGE SUBD BLK LOT

04-06-08-08744-050 LEGAL: LEG 0040.00 ACRES SE 1/4 OF NE 1/4

NAME:RT 207 PROPERTIES LLC OR 665-912

ADD:

SUBJ TO & TOGETHER WITH ESMTS IN

ADD :1932 CARTER AVENUE OR 233-683 & 665-880 ADD:

CSZ : ASHLAND KY 41101

911 : 911 CITY:

LAND \$136,000 TD :CO DOR : 5600 ZONE : 015102 :

AGR-VAL : \$6,600 EX-FEAT \$

BUILDING : \$ LAND UNITS COND LAND 5600-ACRE 40.00 100 TOT-MKT-->: \$6,600 9900-ACRE 40.00 100

SEC TWP RGE SUBD BLK LOT

04-06-08-08744-200 LEGAL: LEG 0120.00 ACRES

N 1/2 OF SE 1/4 & SW 1/4 OF SE 1/4

NAME:RT 207 PROPERTIES LLC OR 665-908

ADD: SUBJ TO & TOGETHER WITH ESMTS

ADD :1932 CARTER AVENUE

ADD:

CSZ : ASHLAND KY 41101

911:

911 CITY:

LAND : \$408,000 TD :CO DOR : 5600 ZONE : 015105

AGR-VAL : \$19,800 EX-FEAT : \$ BUILDING

BUILDING: \$ LAND UNITS COND ------ 5600-ACRE 120.00 100 TOT-MKT-->: \$19,800 9900-ACRE 120.00 100

SEC TWP RGE SUBD BLK LOT

04-06-08-08744-350 LEGAL: LEG 0040.00 ACRES NE 1/4 OF NE 1/4

NAME:RT 207 PROPERTIES LLC OR 665-912

ADD: SUBJ TO & TOGETHER WITH ESMTS IN

ADD :1932 CARTER AVENUE OR 233-683 & 665-880

ADD :

CSZ :ASHLAND KY 41101

911 :

911 CITY:

LAND : \$51,000 TD :CO DOR : 5700 ZONE : 015108

AGR-VAL : \$6,600 EX-FEAT : \$

BUILDING: \$ LAND UNITS COND 5600-ACRE 40.00 100 TOT-MKT-->: \$6,600 9900-ACRE 40.00 100

SPECIAL EVENT WAIVER DATE: _____ I give my consent to have Special Events (Mudd Bogg) within 660 feet of my property during the three year time period from 3-4-11, 2011 through 3-4, 2014 SPECIAL EVENT WAIVER DATE: I give my consent to have Special Events (Mudd Bogg) within 660 feet of my property during the three Print Name Signature SPECIAL EVENT WAIVER I give my consent to have Special Events (Mudd Bogg) within 660 feet of my property during the three year time period from ________, 20___ through _________, 20___. Signature Print Name SPECIAL EVENT WAIVER DATE: ____ I give my consent to have Special Events (Mudd Bogg) within 660 feet of my property during the three year time period from _______, 20___through ________, 20___. Signature Print Name

| *************************************** | ************************************** | ************* |
|--|---|---------------------------------------|
| DATE: I give my consent to have Special I year time period from | | t of my property during the three |
| year time period from | | 8/8/14,,20 |
| J. M. B.LLSSE | $\sqrt{\chi}$ | m Elm |
| Print Name | | Signature |
| ********** | ********** | ********* |
| | SPECIAL EVENT WAIVER | %. |
| DATE: | | : |
| I give my consent to have Special E year time period from | | |
| Print Name | | Signature |
| | ********* | |
| « • • • • • • • • • • • • • • • • • • • | · • • • • • • • • • • • • • • • • • • • | ********* |
| | SPECIAL EVENT WAIVER | 1 |
| DATE: | | |
| I give my consent to have Special E year time period from | Events (Mudd Bogg) within 660 fee , 20 through | t of my property during the three, 20 |
| Print Name | | Signature |
| ********** | ********* | ******** |
| | SPECIAL EVENT WAIVER | |
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| I give my consent to have Special E year time period from | | |
| Print Name | | Signature |

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| | SPECIAL EV | ENT WAIVER | | |
| DATE: | | | | |
| I give my consent to have | /e a Special Event (| Mudd Bogg) with | in 660 feet of my prop | erty. |
| At 201 PRUPERTIE | 5 | the Wal | Signature | |
| Print Name | | | Signature | |
| *********** | :************* | ***** | ******* | **** |
| | SPECIAL EVI | ENT WAIVER | ı | |
| DATE: | | | | |
| I give my consent to have | e a Special Event (1 | Mudd Bogg) with | in 660 feet of my prop | erty. |
| SANDRA LAURA LEE Print Name | | | 1. Jan Len | |
| Print Name | | | Signature | |
| ******** | *********** | ******* | ********** | ***** |
| | SPECIAL EVE | ENT WAIVER | • | |
| DATE: | | | . * . · | |
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| Print Name | | | Signature | |
| ************* | ***** | ******** | ********* | *** |
| | SPECIAL EVE | ENT WAIVER | | |
| DATE: | _ | | | |
| I give my consent to have | a Special Event (N | Audd Bogg) with | in 660 feet of my prop | erty. |
| Print Name | | | Signature | |

· ATKAGON GARY WELLS

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|--|--|
| DATE: 3/9/2011 SPECIAL EVI of 450+ from m | eet. (Four hundred fifty feet) aw y property. |
| I give my consent to have a Special Event (| Mudd Bogg) within 660 feet of my property. |
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| Print Name | Signatüre |
| SPECIAL EVI | |
| DATE: | |
| I give my consent to have a Special Event (| Mudd Bogg) within 660 feet of my property. |
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| I give my consent to have a Special Event (I | Mudd Bogg) within 660 feet of my property. |
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| SPECIAL EVE | NT WAIVER |
| DATE: | • • |
| I give my consent to have a Special Event (N | Audd Bogg) within 660 feet of my property. |
| Print Name | Signature |



L.E. "BUMMY" WILLIAMS - TAYLOR COUNTY

108 N. Jefferson St, Suite 103 • Perry, Florida 32347 850–584–4225 • 1–800–800–4740 Dispatch 1–800–669–7123

September 13, 2013

To Whom It May Concern:

The Taylor County Sheriff's Office will provide security on October 25, 26 and 27, 2013 as requested by Trey Howard for the Iron Horse Mud Ranch Mud Bog.

Thank you,

Lt. Chris Folsom

Taylor County Sheriff's Office

Re: Wells Mud Ranch LLC; D.B.A. Iron horse Mud Ranch Letter of consent for county or state officer

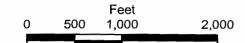
This letter is to provide written consent that Iron Horse mud Ranch will allow entrance to any county or state officer to the Iron horse mud ranch to perform his or her Duties.

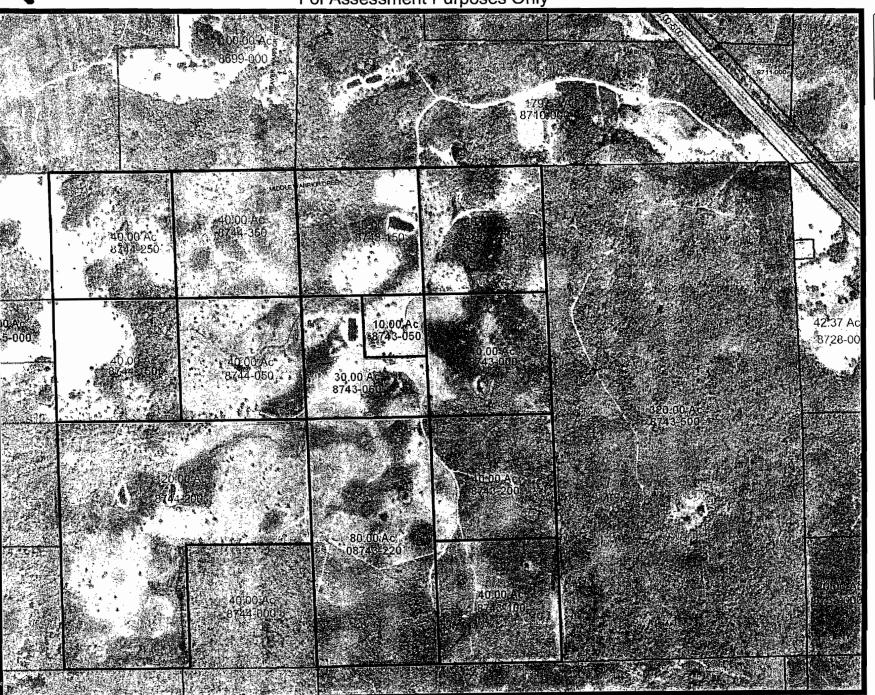
Shannon Wells AS MM of Dead 27 207 prof

lluse



Bruce A. Ratliff Taylor County Property Appraiser
For Assessment Purposes Only





NOTE: This product has been compiled from the most accurate source data from Taylor County. However, this product is for reference purposes only and is not to be construed as a legal document or survey instrument. Any reliance on the information contained herein is at the user's own risk. Taylor County and the Taylor County Property Appraiser assume no responsibility for any use of the information

contained herein or any loss resulting therefrom.

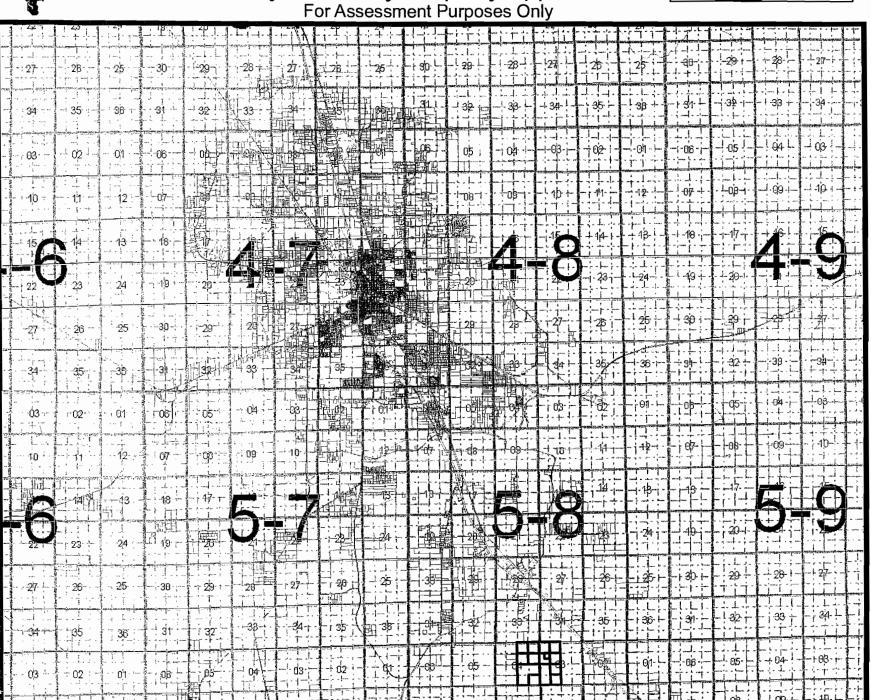
Legend

-- COUNTY BOUNDARY -- CITY LIMIT --- PARCEL LINES PARCELS LOT LINES



Bruce A. Ratliff Taylor County Property Appraiser

Feet 0 5,500 11,000 22,000



Legend

- COUNTY BOUNDARY
- CITY LIMIT

PARCELS PLSS LINES

TYPE

- FORTY

- QUARTER

-SECTION

-TWNRNG

NOTE: This product has been compiled the from accurate source data from Taylor County. However, this product is for reference purposes only and is not to be construed as a legal document or instrument survey Any reliance on the information contained herein is at the user's own risk. Taylor

County and the Taylor

Appraiser assume no responsibility for any use of the information contained herein or any loss resulting

Property

County

therefrom.

ADJOINING PROPERTY PROTECTION AGREEMENT

| I, Shanno follows: | n Wells, a | as managing r | nember of | f Rt. 207 | Properti | es, owner o | f the property describ | ed as |
|--|-------------------------------------|--|--|--|---------------------------------------|--|---|----------------------------|
| Address: | 8999 US | Hwy. 19 So | uth, Perry | , FL 323 | 48 | | | |
| Section: | 3 | Township: | 6S | Range: | 8 E | Parcel#: | 8744-350, 8744- 200, 8744-050, 8743-200 | - |
| damages of the subject would not | f any kind premises have occu | d to such owr s, or by any p urred had the | ners or occ erson atter event on t | cupants of the ding t | or to their e event w 7th day o | r property ca with knowled of October, 2 | ning the subject preminused by the applicant lige of the applicant, values, not been held. | t/owner of which damage |
| | | ership of said | • | | i for the e | event must s | ign this agreement, a | id by Signing |
| DATED th | nis | 12th day | y of | èptem | ber | , 20 | 13 | |
| Medy | | \ | | | | llul | | |
| / | WI | TNESS | | | - | ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,, | OWNERS NAME | |
| | WIT | TNESS | | _ | - | | APPLICANT'S NAM | 1E |
| acknowled | gement, j | personally ap | peared | Shan | non w | iells | y qualified to take , to me known the ge before me that he/ | |
| WI day of | TNESS n | ny hand and o | official sea | al in the (| County o | of and State | last aforesaid this | 1a+n |
| | | | | | 5 | | NOTARY PUBLIC My Commission Exp TONYA ARMSTRONG Notary Public State at Large Kentucky Commission Expires Apr 16, | ires: 4/16/17 |

RELEASE AND HOLD HARMLESS AGREEMENT

| I, Shanno follows: | on Wells, | as managing | member o | f Rt. 207 | Propertie | s, owner of | the property describe | ed as |
|-----------------------|--------------------------|------------------------------|-------------|-----------------------------|-------------------------|-----------------------------|---|---------------------------|
| Address: | 8999 U | S Hwy. 19 So | uth, Perry | , <u>FL 323</u> | 48 | | | |
| Section: | 3 | Township: | 6S | Range: | 8E | Parcel#: | 8744-350, 8744- 200, 8744-050, 8743-200 | - |
| Commission or actions | oners, all , cause ar | County empl d causes of a | oyees, ag | ents, appo s, damago | ointees, a es, judgm | nd designee ents, and cl | well as the Board of is from any and all ma aims of any kind wha it on the 25-27th day | anner action atsoever, |
| | | f ingress and rant ownershi | | | t be signe | d by the ow | ner(s) of the property | and by |
| DATED ti | his | lath da | y of | Seple | mber | , 20 | 13 | |
| Mil | y m | TNESS | | | _ | Lude | OWNERS NAME | |
| | WI | TNESS | | _ | | | OWNERS NAME | |
| acknowled | lgement, | personally ap | peared | Shan | non 4 | lells | qualified to take , to me known the ge before me that he/s | person the executed |
| day of | TNESS I | my hand and o | official se | al in the ()_ <u>13</u> | County of | and State I | ast aforesaid this | 2 th |
| | | | | | | N N | Orya Oma NOTARY PUBLIC My Commission Expir TONYA ARMSTRONG Notary Public State at Large Kentucky Plassion Expires Apr 16, 2017 | |



Service Agreement

| Α. | CUSTOM | IER SITE IN | NFORMA | TION | | | | | | | | | | |
|-------------|----------------------------------|--|------------|------------|--------------------|---------------|----------------|-------------|---|---------------|--------|------------|---|------------|
| Site N | Name: | . (| / | 77 16 | Cust | tomer Class | | Effective | | | ount 4 | | | |
| . ; | | 0/4 | orsel | Jud P | anch | FL | | 19 | | | | 6d (| <u> 1 / </u> | |
| | Service Address: 8999 US Huy 195 | | | | | | Service A | u loz | >ale: | spers | on: | | | |
| City/S | | 1 (1)1 | Jacq 1 | 1 5 | | Zip C | ode: | Contact | | | _ | | • | |
| | · H. | my | FL | | | - 3' | 348 | | ustu | _ | | | | |
| Email | | 1 | | Te | elephone: 813 9 | 115 0 | 811 | Faxc | | Mob | lle: | | | |
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| | | NFORMA | TION | | | | | | | | | , , | | |
| Billing | Name: | | | | | | | P.O. # Rec | julred? Y / N | | | | | |
| Billing | Address: | Λ 1 | | | | • | - | Billing Cy | rcle: | Cust | omer | Deposi | t: | |
| , | y | POB | DXC | 803 | | | | | FL | | | | | |
| City/S | | / | 1.1 | V i | | Zip C | ode: | Contact ! | Name: | | | | | |
| F | $\overline{}$ | wh | <u> </u> | <u> </u> | · | 4 | 1168 | Fax: | | Mob | ile. | , | | |
| Email: | • | | | le le | lephone: | | | Pax | | MOD | NE: | | | |
| C F | OLUPME | NT / SERV | ICE SPEC | TIELC ATTO |)NS | | | | | | | | | |
| | Service | - | | | | Locks | Wheels | Gates | Rate | - | | Sched | ulo | |
| Qty | Type | Material | Size | Freq. | Compact Y/N | Locis | Wheels | Gates | | 1- | | | | |
| j | FL | SW | 4 | 1 x | ' | | 1 | yes | 96.90 Hau | | M (| T) W | T | F S |
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| | | ļ | | | | | ļ | | Hau | - | | | _ | |
| | | | | | | | | | Month Hau | | M | | • | rs |
| D. A | DDITION | IAL FEES | | | • | | . , ., | | · | · | | | | |
| | ry:₹50 | | | Removal: | | | ocks/Castors | . / | | | | | | |
| | iner Rental: | | · | | | | ranchise Fee: | | | _ | | | | |
| Dispos | | | | | | | uel/Environn | | | | | | | |
| | Pickup: Services: | 55.0 | <u>o</u> | | | | 'A fuel surcha | rge and env | ironmental compliance e of the Charge(s), will i | e cost | recov | ery cha | irge, ir invi | nice. |
| Specia | i Services; | | | | | <u></u> | | percentage | to, are dialige(s), will | | - | ,00 | - | - |
| Other I | nstructions | | | | | | | | | | | | | |
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| pecial | Service: | | | | | | | | | | _ | | | |
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| HE UNI | DERSIGNED | INDIVIDUAL | SIGNING TI | HIS AGREEM | ENT ON BEH | ALF OF THE | CUSTOMER | ACKNOWL | EDGES THAT HE/SHE I AUTHORITY TO SIGN | IAS R | EAD | AND U | NDER | STAND |
| | | | | | | J. 10 14 FLAT | | 0. | , | 9 | 1 | | | - I OITIEI |
| | 01 | | | | | | <u> </u> | | agoren | , | | <u>2/3</u> |) <u>O</u> | 13 |
| ustom | er Signature | 2 | | Date | • | | Waste Pro | o Represent | tative | | 1 | Date | | |
| rint Na | me | . | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |

WASTE PRO TEMPORARY ROLL OFF SERVICE AGREEMENT P.O. Box 380 Midway, FL 32343 www.wasteprousa.com

| Company Waste Pro 110 | Service Area | Taylor | Terms <u>30 dayS</u> |
|-----------------------------------|-------------------|-------------------------------|--|
| Salesperson Franchis and | Effective Date | 9/14/2011 | P.O.# |
| Class Roll off | Bill Cycle | | Acct# 026298 |
| | CUSTOMER INFOR | RMATION | |
| Site Name Thon Horse C | Jud Ranch | Billing Name | |
| Contact Quisty | | Contact | |
| email | | email | |
| Address 8 999 45 Stu | uy 195 | Address A | 5 Box 203 |
| Address 2 | | Address 2 | |
| City, Zip Cleary FL. | 33348 | City, Zip Rec | sh KY 41168 |
| Phone # 8/3 943 78 | 3// | Phone # | |
| Fax# | | Fax # | |
| Mobile # | | Mobile # | |
| | | | |
| · | | | |
| custo | MER ORDER, INFORM | ATION & CHARGES | |
| Quantity | Delivery Charge | | C.O.D./Charge |
| Size <u>20</u> | Haul Charge | 30.00 | Maintenance Charge |
| Material 500 | Disposal Charge - | 58.95/TON | Deodorizing Charge |
| Est. # Loads | Flat haul Charge | <u> </u> | Fuel Surcharge |
| Length of Job | Trip Charge | | Inactivity Fee \$100 PER 30 DAYS NON USE |
| | | | |
| Closest intersection or landmark: | | | |
| Other Instructions: | | | |
| | | | |
| | | | |
| | | _ | |
| | | | THE CUSTOMER ACKNOWLEDGES |
| THAT HE/SHE HAS READ AND UND | | | |
| REVERSE SIDE, AND THAT HE/SHE | HAS THE AUTHUR | | , |
| | | txist | Vagonor 9/12/2013 |
| Authorized Signature | | Date Representative Signature | Date |
| Name (Print or Type) | | Contractor Approval | |
| | | | |

F.W. MURRAY'S SEPTIC P.O. BOX 1328 PERRY, FLORIDA 32348 850-672-0103 September 13, 2013

TO WHOM IT MAY CONCERN:

We propose to provide any and all sanitation needs for Iron Horse Mud Ranch, located on South Highway 19 during the following events October 25th, 26th, and 27th, 2013. This will include any and all portable toilets and service that is required.

If you have any questions, feel free to contact me directly.

Sincerely, F.W. Murray Owner



EMERGENCY MEDICAL SERVICES

Date: 09/09/2013

Re: Iron Horse Mud Ranch Mud Bogs

Mr. Wells,

This letter is to verify that Doctors' Memorial Hospital Emergency Medical Services will provide Advanced Life Support ambulance coverage to Iron Horse Mud Ranch Mud Bogs on the dates of October 25th, 26th and 27th. This coverage will include a dedicated unit for the duration of each event.

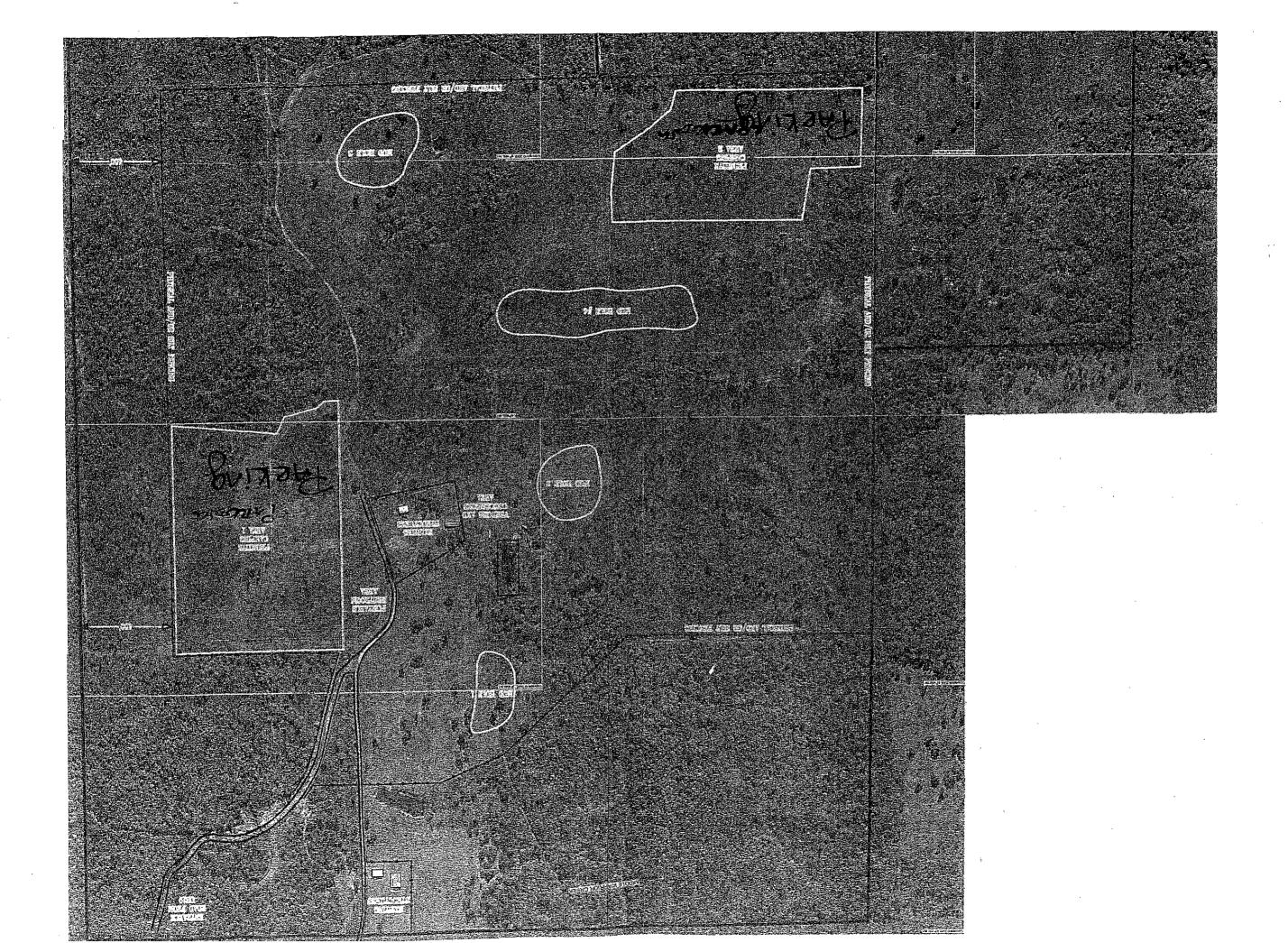
Please feel free to call me at (850)584-2227 if you have any questions.

Sincerely,

Marty Tompkins

EMS Director

Doctors Memorial Hospital





TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



MEETING DATE REQUESTED:

10/7/2013

Statement of Issue: DMH Financials

Recommended Action:

Fiscal Impact:

Budgeted Expense:

Submitted By: Geri Forbes, CEO DMH

Contact: Tasha Towles, Admin to Geri Forbes

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

Attachments: DMH Financials



Financial Highlights for the three months ending August 31, 2013

- Consolidated Income Statement
- EMS Operating Statement
- Patient Activity Graphs
- Financial Trend Graphs

DMH Consolidated Income Statement

Page 1 of 2

(\$ In Thousands)

| | Fo | r the three n | ended | Increase | | |
|--------------------------|-----|---------------|-------|-----------|--------------|--|
| | Aug | ust 2013 | Aug | gust 2012 | (Decrease) | |
| REVENUES | | | | | | |
| Inpatient | \$ | 2,787 | \$ | 2,468 | 319 | |
| Outpatient | | 11,647 | | 11,631 | 16 | |
| Swingbed | | 97 | | 28 | 69 | |
| Home Health | | 295 | | 404 | (109) | |
| Clinics | | 1,708 | | 1,820 | (112) | |
| EMS Revenue | | 830 | | 760 | 70 | |
| TOTAL GROSS REVENUE | | 17,364 | | 17,111 | 253 | |
| REVENUE DEDUCTIONS | | | | | | |
| Contractual Adjustments | | 9,006 | | 8,995 | 11 | |
| Charity | | 540 | | 535 | 5 | |
| Bad Debt | | 1,715 | | 1,790 | <u>(75</u>) | |
| TOTAL REVENUE DEDUCTIONS | | 11,261 | | 11,320 | (59) | |
| NET OPERATING REVENUE | | 6,103 | | 5,791 | 312 | |
| Other Revenue | | 74 | | 77 | (3) | |
| NET REVENUE | | 6,177 | | 5,868 | 309 | |

DMH Consolidated Income Statement

Page 2 of 2

| | For the three m | Increase | |
|-------------------------------------|-----------------|-------------|------------|
| | August 2013 | August 2012 | (Decrease) |
| OPERATING EXPENSES | | | |
| Salaries and Benefits | 3,558 | 3,622 | (64) |
| Contract Labor and Physician Fees | 528 | 590 | (62) |
| Supplies | 829 | 832 | (3) |
| Maintenance and Other Services | 583 | 517 | 66 |
| Utilities and Telephone | 217 | 246 | (29) |
| Insurance | 159 | 152 | 7 |
| Equipment and Building Lease | 498 | 508 | (10) |
| Other Expense | 48 | 53 | (5) |
| TOTAL OPER EXP. | 6,420 | 6,520 | (100) |
| OPERATING Gain/(Loss) | (243) | (652) | 409 |
| NON-OPERATING EXPENSES | | | |
| Indigent Care Tax | 51 | 52 | (1) |
| Depreciation and Disposal of Assets | 166 | 230 | (64) |
| Interest | 31 | 31 | |
| TOTAL NON-OPER EXP | 248 | 313 | (65) |
| NON-OPERATING REVENUE | | | |
| Rural Assistance | 131 | 42 | 89 |
| County Support | 113 | 75 | 38 |
| Other Contributions | 578 | 552 | 26 |
| TOTAL NON-OPER REVENUE | 822 | 669 | 153 |
| NET GAIN / (LOSS) | 331 | (296) | 627 |

DMH EMS Year to Date Income Statement

Page 1 of 2

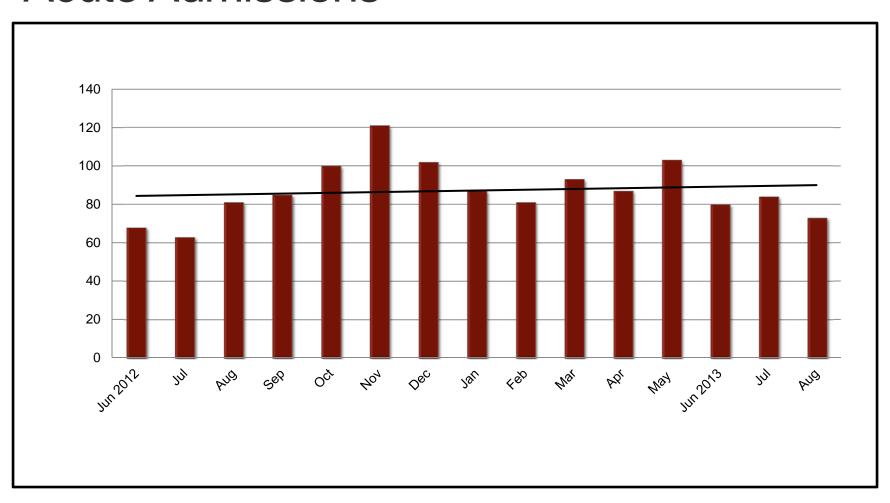
| | For the three months ended | | | | | rease |
|-------------------------------|----------------------------|-------------|-------------|-----------------|------|--------|
| | August 31, 2 | <u>2013</u> | August | 31, 2012 | (dec | rease) |
| Total Ambulance Runs | | 808 | | 745 | | 63 |
| Billable Ambulance Runs | | <u>603</u> | | 539 | | 64 |
| | | <u>(</u> | (\$ in tho | usands <u>)</u> | | |
| Total Revenue | \$ | 830 | \$ | 760 | \$ | 70 |
| Contractual adjustments | | 439 | | 450 | | (11) |
| Bad debts | | 82 | | 82 | | - |
| Total deductions from revenue | ! | <u>521</u> | | 532 | | (11) |
| Net revenue | : | 309 | | 228 | | 81 |
| County support | | 113 | | 75 | | 38 |
| Total Revenue | | <u> 422</u> | | 303 | | 119 |

DMH EMS Year to Date Income Statement

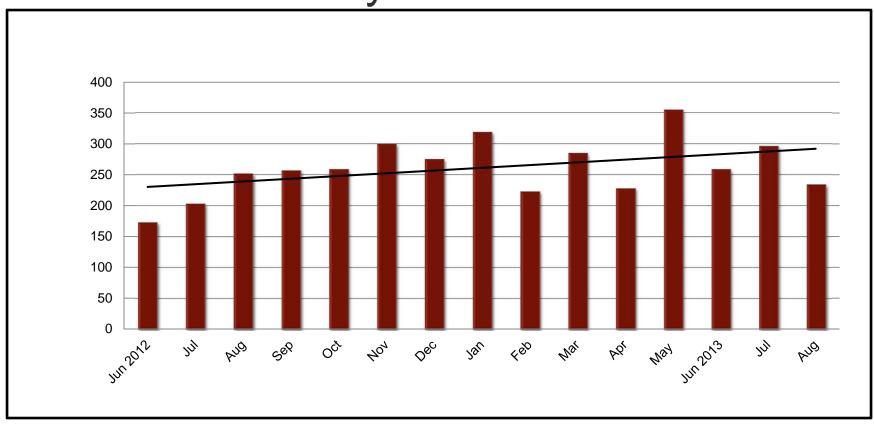
Page 2 of 2

| | For the thre | Increase | |
|------------------------------|-----------------|-----------------|-------------|
| | August 31, 2013 | August 31, 2012 | (decrease) |
| Expenses: | | | |
| Salaries & benefits | 238 | 241 | (3) |
| Insurance | 11 | 11 | - |
| Supplies & drugs | 13 | 9 | 4 |
| Vehicle supplies | 12 | 13 | (1) |
| Utilities | 6 | 5 | 1 |
| Maintenance & other services | 11 | 8 | 3 |
| DMH Admin & support services | 77 | 76 | 1 |
| Total expenses | 368 | 363 | 5 |
| Excess revenues (expenses) | 54 | (60) | <u> 114</u> |

DMH Trending Graphs Acute Admissions

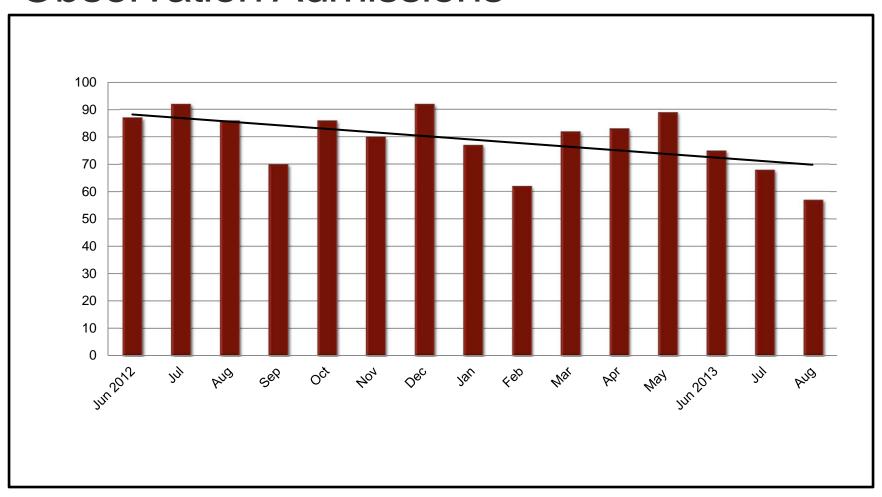


DMH Trending Graphs Acute Patient Days

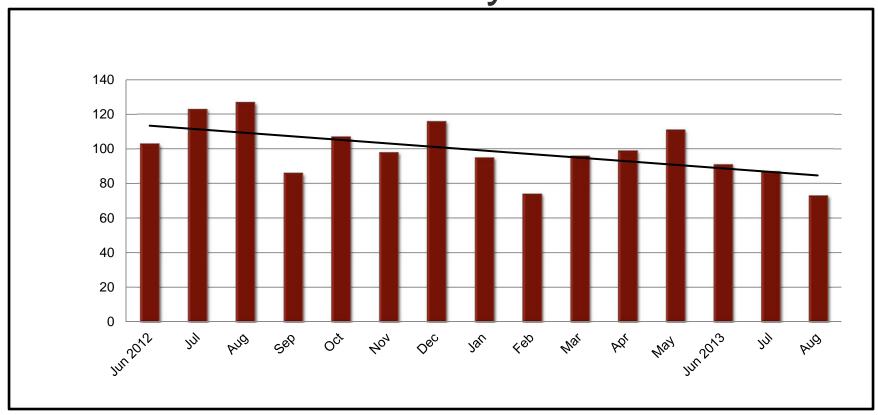


Year-to-date Acute Average Length of Stay is 3.33 days

DMH Trending Graphs Observation Admissions

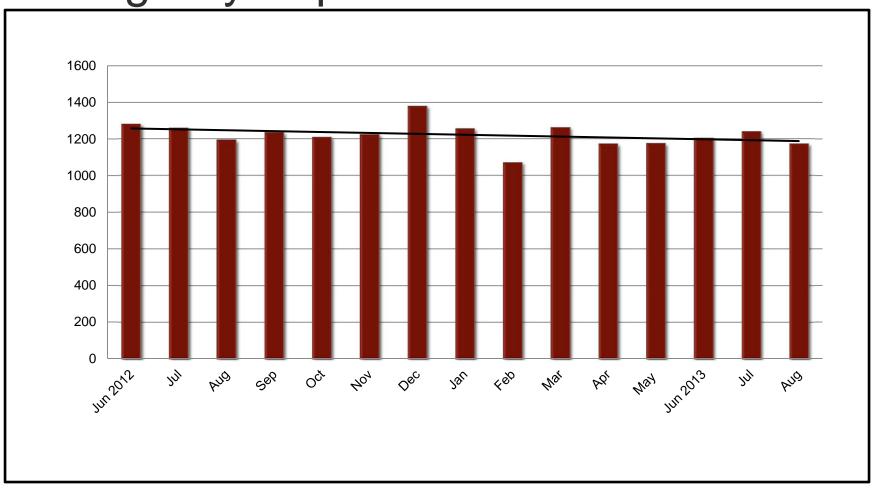


DMH Trending Graphs Observation Patient Days

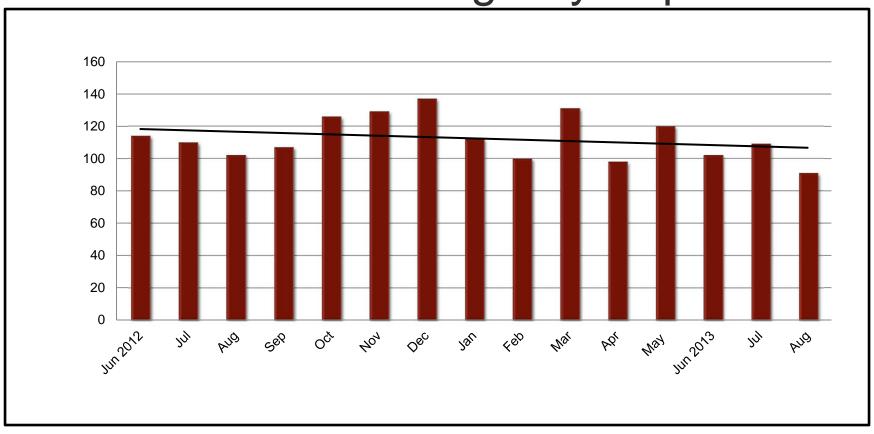


Year-to-date Observation Average Length of Stay is 1.26 days.

DMH Trending Graphs Emergency Dept. Visits

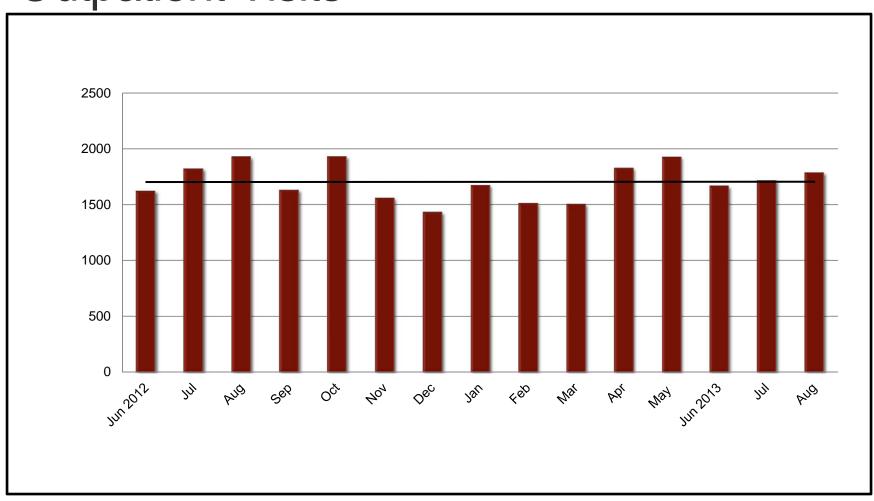


DMH Trending Graphs Admissions from Emergency Dept.

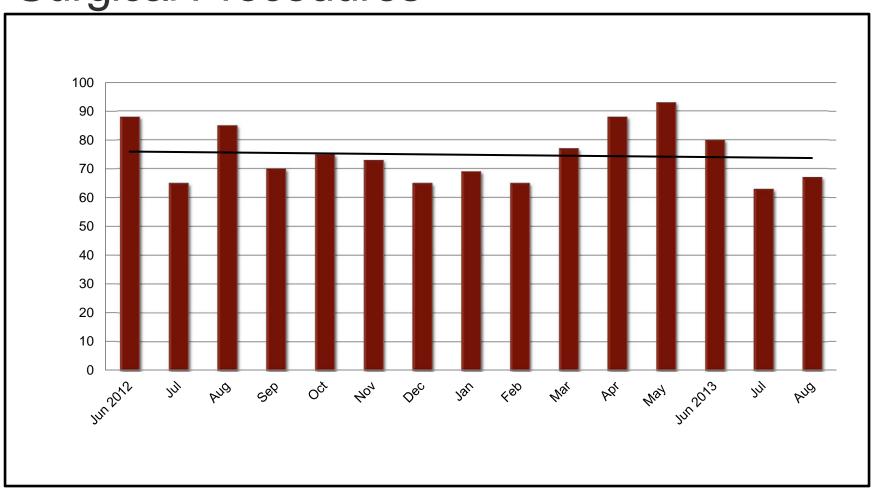


Admissions from Emergency Department are 8.3% of Emergency Visits year to date.

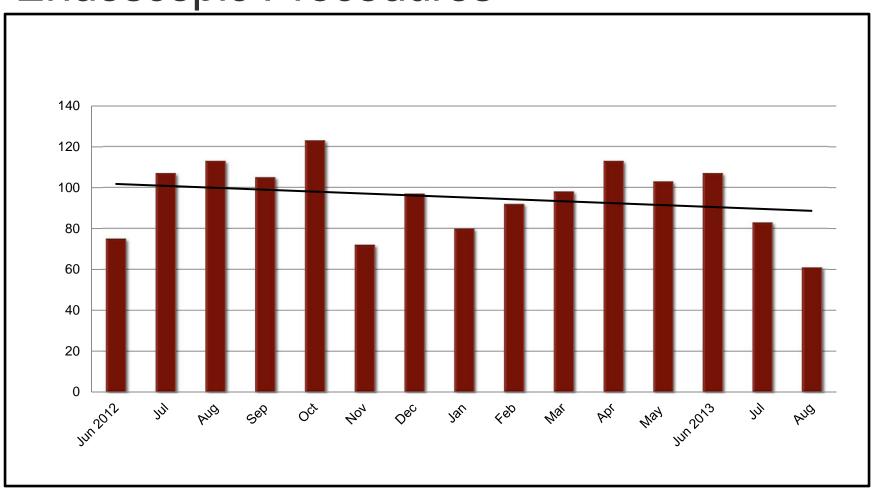
DMH Trending Graphs Outpatient Visits



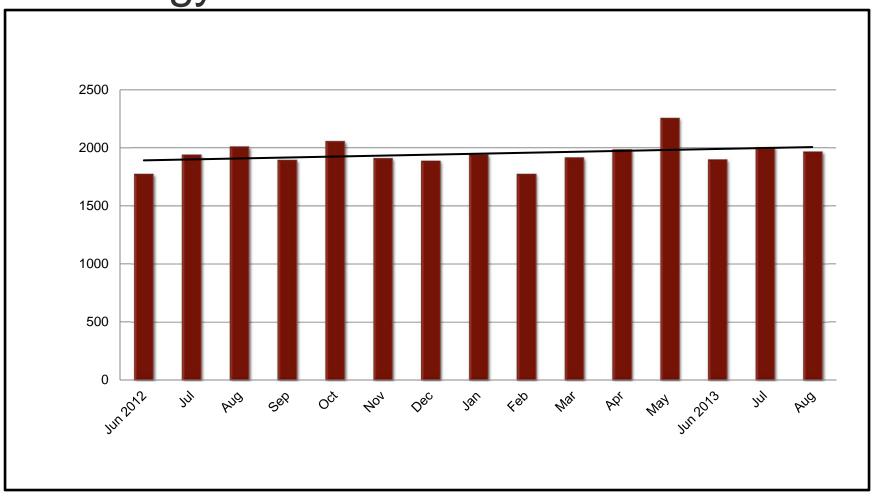
DMH Trending Graphs Surgical Procedures



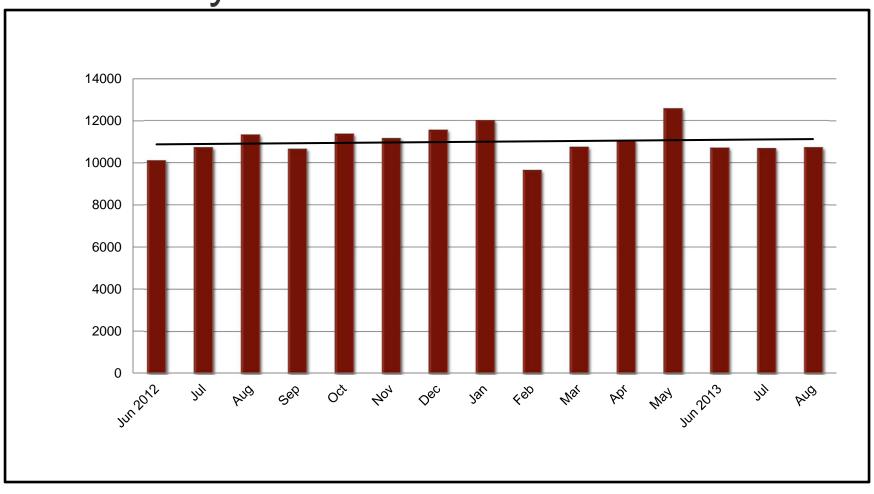
DMH Trending Graphs Endoscopic Procedures



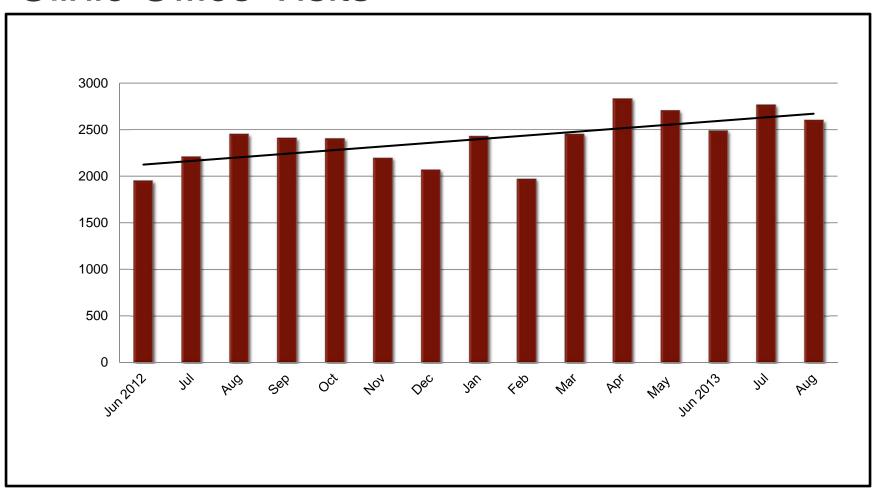
DMH Trending Graphs Radiology Procedures



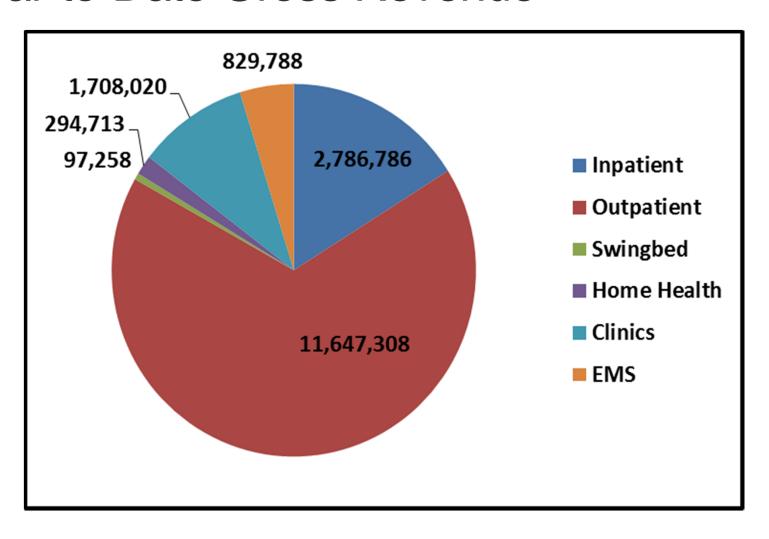
DMH Trending Graphs Laboratory Procedures



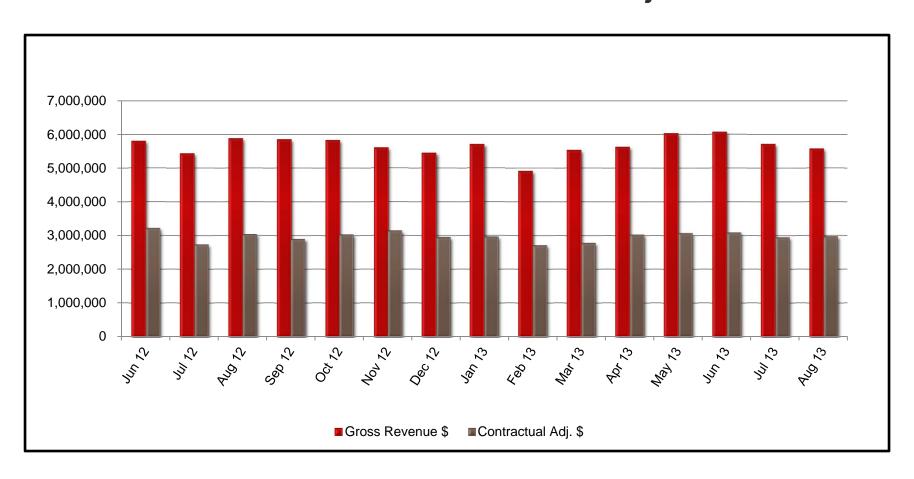
DMH Trending Graphs Clinic Office Visits



DMH Trending Graphs Year-to-Date Gross Revenue

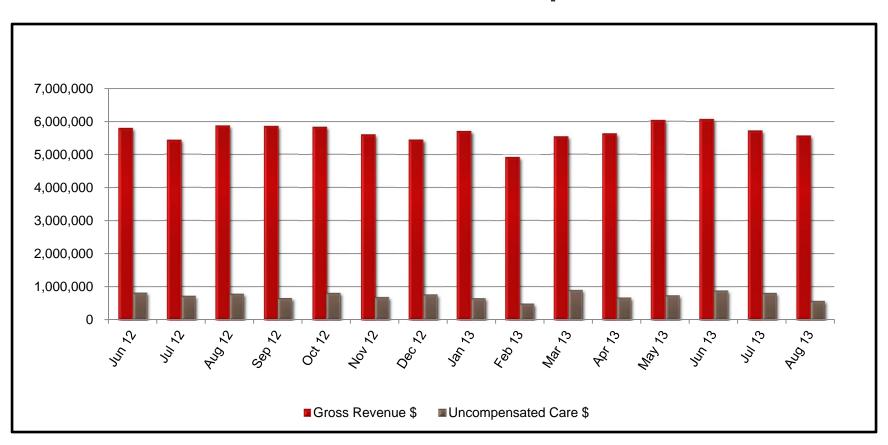


DMH Trending Graphs Gross Revenue vs. Contractual Adjustments



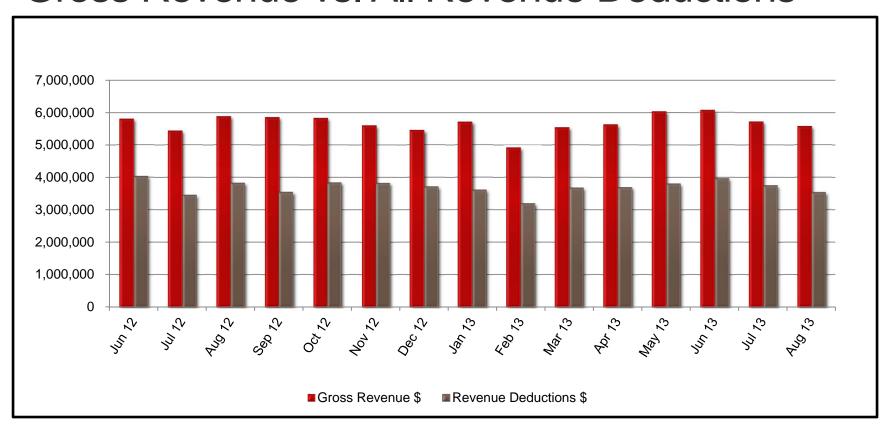
Contractual Adjustments are 51.9% of Gross Revenue year-to-date.

DMH Trending Graphs Gross Revenue vs. Uncompensated Care



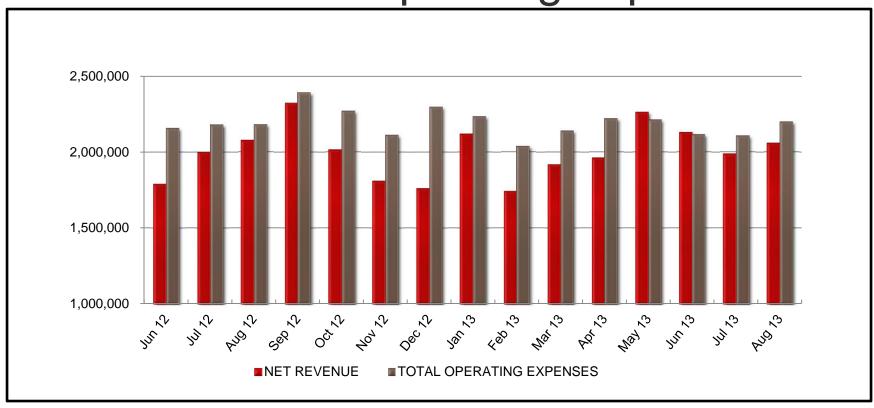
Uncompensated Care is 13% of Gross Revenue year-to-date.

DMH Trending Graphs Gross Revenue vs. All Revenue Deductions



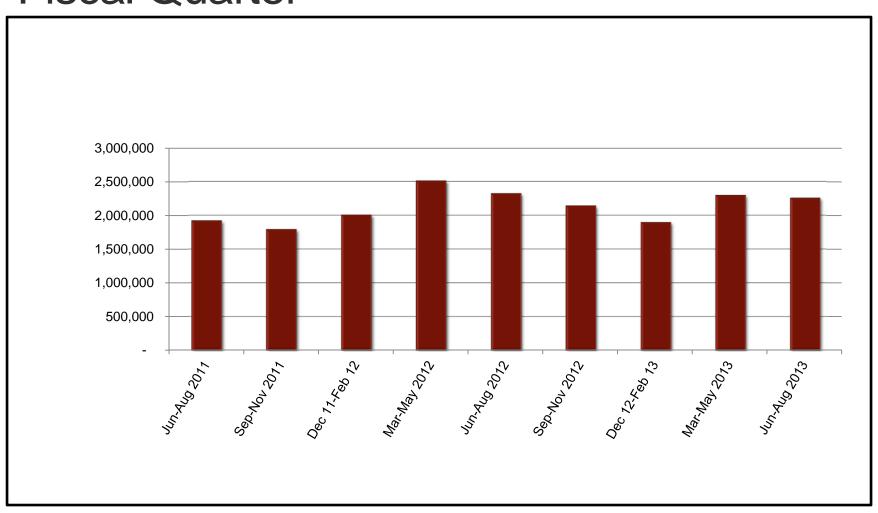
Total Revenue Deductions are 64.9% of Gross Revenue year-to-date.

DMH Trending Graphs Net Revenue vs. Operating Expenses



Net Revenue does not include Meaningful Use funds, Grants and Contributions, or Disproportionate Share/Lower Income Pool Funds received.

DMH Total Uncompensated Care by Fiscal Quarter



Questions?

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO CONSIDER APPROVAL OF A LETTER OF SUPPORT FOR THE DRAFT NPDES PERMIT AND ADMINISTRATIVE ORDER PUBLICLY NOTICED BY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP), AS REQUESTED BY DAN SIMMONS, BUCKEYE FLORIDA

MEETING DATE REQUESTED:

OCTOBER 7, 2013

Statement of Issue:

THE BOARD TO CONSIDER A LETTER OF SUPPORT

Recommended Action: APPROVE

Fiscal Impact:

N/A

Budgeted Expense:

N/A

Submitted By:

DUSTIN HINKEL, ASSISTANT COUNTY ADMINISTRATOR

Contact:

838-3500x7

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: DAN SIMMONS, BUCKEYE FLORIDA, HAS REQUESTED THE BOARD'S SUPPORT FOR THE DRAFT FDEP PERMIT REGULATING EFFLUENT LEVELS IN THE FENHOLLOWAY RIVER. SEE ATTACHED **PERMIT** DOCUMENTATION FOR MORE INFORMATION.

Options:

APPROVE/NOT APPROVE

Attachments:

SUPPORT LETTER

PERMIT DOCUMENTATION



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

October 8, 2013

Mr. Jeff Martin, P. E. Florida Department of Environmental Protection 8800 Baymeadows Way West Suite 100 Jacksonville, Florida 32256-7577

Dear Mr. Martin:

The Taylor County Board of County Commissioners supports the draft NPDES permit (number FL0000876) for the Buckeye pulp mill (recently acquired by Georgia-Pacific) and the associated administrative order, fact sheet, and water quality based effluent limits for nutrients as prepared and publicly noticed by the Florida Department of Environmental Protection in the September 18, 2013 edition of the Taco Times newspaper.

Fenholloway River and near-shore Gulf water issues have been well documented by several studies and public meetings over the last two decades. It is time to resolve those issues.

The Perry/Taylor County community wants a resolution of the issues that 1)restores the Fenholloway River to Class III, fishable/swimmable standards, 2)creates conditions supportive of further seagrass recovery to their natural range in near-shore Gulf waters, and 3)protects the economic viability of the county's forest industry, including the Buckeye manufacturing facility.

The FDEP-proposed permit and associated administrative order provide a clear path to achieving these goals.

The Board of County Commissioners requests the Department issue the proposed NPDES permit and adopt the water quality based effluent limits for nutrients as soon as practical after the public comment period ends October 22, 2013.

The Commission commends the Florida Department of Environmental Protection for its work to successfully resolve the complex environmental, economic, technological, social, and institutional issues related to the Fenholloway River, near-shore Gulf waters, and the NPDES permit.

Sincerely,

Pam Feagle Chair, Taylor County Board of County Commissioners



FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

RICE SCOTT GOVERNOR

NORTHEAST DISTRICT 8800 BAYMEADOWS WAY WEST, SUITE 100 JACKSONVILLE, FLORIDA 32256

HERSCHEL T. VINYARD JR. SECRETARY

STATE OF FLORIDA INDUSTRIAL WASTEWATER FACILITY PERMIT

PERMITTEE:

PERMIT NUMBER: FILE NUMBER:

FL0000876 – 001 (Major)

Buckeye Florida L.P.

EFFECTIVE DATE: EXPIRATION DATE:

FL0000876 - 001 - IW1S DRAFT

DRAFT

RESPONSIBLE OFFICIAL:

Mr. Howard Drew General Manager Buckeye Florida, L.P. One Buckeye Drive Perry, Florida 32348

FACILITY:

Buckeye Florida, L.P. One Buckeye Drive Perry, Florida 32348 Taylor County

Latitude: 30°4' 3" N Longitude: 83°31' 46" W

This permit is issued under the provisions of Chapter 403, Florida Statutes (F.S.), and applicable rules of the Florida Administrative Code (F.A.C.) and constitutes authorization to discharge to waters of the state under the National Pollutant Discharge Elimination System. This permit does not constitute authorization to discharge wastewater other than as expressly stated in this permit. This permit is accompanied by an Administrative Order, pursuant to paragraphs 403.088(2)(e) and (f), Florida Statutes. Compliance with Administrative Order 011-NED is a specific requirement of this permit. The above named permittee is hereby authorized to operate the facilities in accordance with the documents attached hereto and specifically described as follows:

FACILITY DESCRIPTION:

The Permittee operates a Dissolving Kraft Pulp mill, with an associated cellulosic bio-refinery pilot plant owned by the University of Florida within its process boundaries. Also in connection with the facility, the Permittee operates its own on-site solid waste operation which disposes of non-hazardous solid waste resulting from its own activities on its own property. This permit includes a groundwater monitoring plan for the on-site solid waste disposal operations.

WASTEWATER TREATMENT:

Existing Treatment System: Operation of a 58 million gallon per day (design) industrial wastewater treatment system that includes a lift station, bar racks, a 320-foot diameter primary clarifier with skimming pond, sludge pumps, 225 acres of solids settling basins with conveyance structures, and a 30-acre aerated stabilization basin followed by a 120-acre aerated stabilization basin.

Modified Treatment System: Construction and operation of modifications to the existing wastewater treatment based on a required pilot plan intended to provide efficient reduction of ammonia nitrogen and prevent loss of

FACILITY: Buckeye Florida EXPIRATION DATE: DRAFT

existing settled solids and effluent disposal system including adequate wastewater holding capacity (30 million gallons), secondary clarification system, an effluent pump station, an approximately 15 mile treated wastewater pipeline, an effluent oxygenation system if needed, and an outfall/diffuser structure discharging treated effluent to the Fenholloway River estuary through Outfall D-002.

REUSE OR DISPOSAL:

Surface Water Discharge D-002: The new permitted discharge to Fenholloway River estuary, Class III Marine Waters (WBID# 3473A), with a diffuser which is approximately 100 feet in length and discharges at a depth of approximately 8 feet (MSL), will be located at approximate mile point 1.5 upstream of the River mouth. The point of discharge is located approximately at latitude 29°59' 44" N, longitude 83°46' 40" W.

IN ACCORDANCE WITH: The limitations, monitoring requirements and other conditions set forth in this Cover Sheet and Part I through Part IX on pages 1 through 35 of this permit.

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I. EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS

A. Surface Water Discharges

1. During the period beginning on the issuance date and lasting through the expiration date of this permit, the permittee is authorized to discharge process wastewater, non-process wastewater, treated sanitary wastewater and stormwater from Outfall D-002 to Fenholloway River Estuary. Such discharge shall be limited and monitored by the permittee as specified below and reported in accordance with Permit Condition I.C.3.:

| | | | Efflue | nt Limitations | Mon | itoring Kequiren | | |
|---|---------|-------------|------------------|-----------------------------------|--------------------------|---|--------------------|-------------------------|
| Parameter | Units | Max/ Min | Limit | Statistical Basis | Frequency of Analysis | Saniple Type | Monitoring Site | Notes |
| Chronic Whole Effluent Toxicity, 7-Day 1C25 (<i>Americamysis bahia</i>) | percent | Min | 25 | Single Sample | Quarterly | 24-hr FPC | EFF-1 | See I.A.4 and I.A.8 |
| Chronic Whole Effluent Toxicity, 7-Day IC25 (Menidia beryllina) | percent | Min | 25 | Single Sample | Quarterly | 24-hr FPC | EFF-1 | See I.A.4 and I.A.8 |
| Flow | MGD | Max Max | Report Report | Daily Maximum Monthly Average | Continuous | Recording Flow Meter with Totalizer | EFF-1 | |
| Temperature (C), Water | Deg C | Max | See I.A.6 | Daily Maximum | 3 Days/Week | Grab | EFF-1 | See I.A.6 |
| BOD, Carbonaceous 5 day, 20C | mg/L | Max | Report | Monthly Average | 3 Days/Week | 24-hr FPC | EFF-1 | |
| BOD, Carbonaceous 5 day, 20C | lb/day | Max Max | 4,018 6,429 | Monthly Average Daily Maximum | 3 Days/Week | Calculated | CAL-1 | |
| Solids, Total Suspended | mg/L | Max | Report | Monthly Average | 3 Days/Week | 24-hr FPC | EFF-1 | |
| Solids, Total Suspended | lb/day | Max Max | 8,360 17,600 | Monthly Average Daily Maximum | 3 Days/Week | Calculated | CAL-1 | |
| Oxygen, Dissolved (DO) | mg/L | Min | 5 | Daily Average | 3 Days/Week | Grab | EFF-2 | |
| Color | lb/day | Max | 353,199 | Annual Average | Monthly | Calculated | CAL-1 | See I.A.11 |
| Color | PCU | Max Max | Report Report | Annual Average Daily Maximum | Monthly | Grab | EFF-1 | See I.A.7 and I.A.11 |
| pH | SU | Min Max | 6.5 8.5 | Daily Minimum Daily Maximum | 3 Days/Week | Grab | EFF-1 | |
| Phosphorus, Total (as P) | mg/L | Max | Report | Monthly Average | Monthly | Grab | EFF-1 | See I.A.7 |
| Phosphorus, Total (as P) | lb/day | Max Max | 600 Report | Annual Average Monthly Average | Monthly | Calculated | CAL-1 | See I.A.7 |

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| | | | Efflue | nt Limitations | Mon | itoring Requiren | nents | |
|--|--------|-------------|-----------------|-----------------------------------|-----------------------|------------------|--------------------|--------------------------|
| Pärameter | Units. | Max/ Min | Limit | Statistical Basis | Frequency of Analysis | Sample Type | Monitoring Site | Notes |
| Nitrogen, Total | mg/L | Max | Report | Monthly Average | Monthly | Grab | EFF-1 | |
| Nitrogen, Total | lb/day | Max Max | 2,698 Report | Annual Average Monthly Average | Monthly | Calculated | CAL-1 | See I.A.7 |
| Nitrogen, Ammonia, Total (as N) | mg/L | Max | Report | Monthly Average | Monthly | Grab | EFF-1 | |
| Nitrogen, Ammonia, Total (as N) | lb/day | Max | 365 | Monthly Average | Monthly | Calculated | CAL-1 | |
| Copper, Total Recoverable | ug/l | Max | 8.0 | Daily Maximum | Monthly | Grab | EFF-1 | See I.A.8 |
| Nickel, Total Recoverable | ug/L | Max | 8.3 | Daily Maximum | Quarterly | Grab | EFF-1 | See 1.A.12 |
| 2,3,7,8-tetrachlorodibenzo-p- dioxin (TCDD) | pg/L | Max | 0.014 | Daily Maximum | Quarterly | 24-hr FPC | EFF-1 | See I.A.9, and I.A.10 |

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2. Effluent samples shall be taken at the monitoring site locations listed in Permit Condition I.A.1. and as described below:

| Monitoring Site | Description of Monitoring Site |
|-----------------|---|
| EFF-1 | Final effluent after treatment prior to discharge into the pipeline |
| CAL-1 | Calculated value from EFF-1 concentrations |
| EFF-2 | Final effluent prior to discharge through D-002 diffuser |

- 3. The discharge shall not contain components that settle to form putrescent deposits or float as debris, scum, oil, or other matter. [62-302.500(1)(a)]
- 4. The permittee shall comply with the following requirements to evaluate whole effluent toxicity of the discharge from outfall D-002.
 - a. Effluent Limitation
 - (1) In any routine or additional follow-up test for chronic whole effluent toxicity, the 25 percent inhibition concentration (IC25) shall not be less than 25% effluent. [Rules 62-302.530(61) and 62-4.241(2)(b), F.A.C.]
 - (2) For acute whole effluent toxicity, the 96-hour LC50 shall not be less than 100% effluent in any test. [Rule 62-302.500(1)(a)4 and 62-4.241(2)(a), F.A.C.]
 - b. Monitoring Frequency
 - (1) Routine toxicity tests shall be conducted once every quarter the first starting within 60 days of the issuance date of this permit and lasting for the duration of this permit.
 - c. Sampling Requirements
 - (1) For each routine test or additional follow-up test conducted, a total of three flow proportional 24-hour composite samples of final effluent shall be collected and used in accordance with the sampling protocol discussed in EPA-821-R-02-014, Section 8.
 - (2) The first sample shall be used to initiate the test. The remaining two samples shall be collected according to the protocol and used as renewal solutions on Day 3 (48 hours) and Day 5 (96 hours) of the test.
 - (3) Samples for routine and additional follow-up tests shall not be collected on the same day.
 - d. Test Requirements
 - (1) Routine Tests: All routine tests shall be conducted using a control (0% effluent) and a minimum of five test dilutions: 100%, 50%, 25%, 12.5%, and 6.25% final effluent.
 - (2) The permittee shall conduct 7-day survival and growth chronic toxicity tests with a mysid shrimp, *Americamysis bahia*, Method 1007.0, and an inland silverside, *Menidia beryllina*, Method 1006.0, concurrently.
 - (3) All test species, procedures and quality assurance criteria used shall be in accordance with Short-term Methods for Estimating the Chronic Toxicity of Effluents and Receiving Waters to Marine and Estuarine Organisms, 3rd Edition, EPA-821-R-02-014. Any deviation of the bioassay procedures outlined herein shall be submitted in writing to the Department for review and approval prior to use. In the event the above method is revised, the permittee shall conduct chronic toxicity testing in accordance with the revised method.

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(4) The control water and dilution water shall be prepared with artificial sea salts as described in EPA-821-R-02-014, Section 7.2. The test salinity shall be determined as follows:

- (a) For the *Americamysis bahia* bioassays, the effluent shall be adjusted to a salinity of 20 parts per thousand (ppt) with artificial sea salts. The salinity of the control/dilution water (0% effluent) shall be 20 ppt. If the salinity of the effluent is greater than 20 ppt, no salinity adjustment shall be made to the effluent and the test shall be run at the effluent salinity. The salinity of the control/dilution water shall match the salinity of the effluent.
- (b) For the *Menidia beryllina* bioassays, if the effluent salinity is less than 5 ppt, the salinity shall be adjusted to 5 ppt with artificial sea salts. The salinity of the control/dilution water (0% effluent) shall be 5 ppt. If the salinity of the effluent is greater than 5 ppt, no salinity adjustment shall be made to the effluent and the test shall be run at the effluent salinity. The salinity of the control/dilution water shall match the salinity of the effluent.
- (c) If the salinity of the effluent requires adjustment, a salinity adjustment control should be prepared and included with each bioassay. The salinity adjustment control is intended to identify toxicity resulting from adjusting the effluent salinity with artificial sea salts. To prepare the salinity adjustment control, dilute the control/dilution water to the salinity of the effluent and adjust the salinity of the salinity adjustment control at the same time and to the same salinity that the salinity of the effluent is adjusted using the same artificial sea salts.

e. Quality Assurance Requirements

- (1) A standard reference toxicant (SRT) quality assurance (QA) chronic toxicity test shall be conducted with each species used in the required toxicity tests either concurrently or initiated no more than 30 days before the date of each routine or additional follow-up test conducted. Additionally, the SRT test must be conducted concurrently if the test organisms are obtained from outside the test laboratory unless the test organism supplier provides control chart data from at least the last five monthly chronic toxicity tests using the same reference toxicant and test conditions. If the organism supplier provides the required SRT data, the organism supplier's SRT data and the test laboratory's monthly SRT-QA data shall be included in the reports for each companion routine or additional follow-up test required.
- (2) If the mortality in the control (0% effluent) exceeds 20% for either species in any test or any other test acceptability criteria are not met, the test for that species (including the control) shall be invalidated and the test repeated. Test acceptability criteria for each species are defined in EPA-821-R-02-014, Section 14.12 (*Americamysis bahia*) and Section 13.12 (*Menidia beryllina*). The repeat test shall begin within 21 days after the last day of the invalid test.
- (3) If 100% mortality occurs in all effluent concentrations for either species prior to the end of any test and the control mortality is less than 20% at that time, the test (including the control) for that species shall be terminated with the conclusion that the test fails and constitutes non-compliance.
- (4) Routine and additional follow-up tests shall be evaluated for acceptability based on the observed dose-response relationship as required by EPA-821-R-02-014, Section 10.2.6., and the evaluation shall be included with the bioassay laboratory reports.

f. Reporting Requirements

(1) Results from all required tests shall be reported on the Discharge Monitoring Report (DMR) as the calculated IC25 for each test species.

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(2) A bioassay laboratory report for each routine test shall be prepared according to EPA-821-R-02-014, Section 10, Report Preparation and Test Review, and mailed or *emailed* to the Department at the address below *within 30 days* after the last day of the test.

- (3) For additional follow-up tests, a single bioassay laboratory report shall be prepared according to EPA-821-R-02-014, Section 10, and mailed or *emailed within 30 days* after the last day of the second valid additional follow-up test.
- (4) Data for invalid tests shall be included in the bioassay laboratory report for the repeat test.
- (5) The same bioassay data shall not be reported as the results of more than one test.
- (6) All bioassay laboratory reports shall be mailed or *emailed within 30 days* to Jacksonville *only*:

Florida Department of Environmental Protection Northeast District – Wastewater Compliance 8800 Baymeadows Way West, Suite 100 Jacksonville, Florida 32256

g. Test Failures

- (1) A test fails when the test results do not meet the limits in 4.a.(1).
- (2) Additional Follow-up Tests:
 - (a) If a routine test does not meet the chronic toxicity limitation in 4.a.(1) above, the permittee shall notify the Department at the address above within 21 days after the last day of the failed routine test and conduct two additional follow-up tests on each species that failed the test in accordance with 4.d.
 - (b) The first test shall be initiated within 28 days after the last day of the failed routine test. The remaining additional follow-up tests shall be conducted weekly thereafter until a total of two valid additional follow-up tests are completed.
 - (c) The additional follow-up tests shall be conducted using a control (0% effluent) and a minimum of five dilutions: 100%, 50%, 25%, 12.5%, and 6.25% effluent. The permittee may modify the dilution series in the additional follow-up tests to more accurately bracket the toxicity such that at least two dilutions above and two dilutions below the target concentration and a control (0% effluent) are run. All test results shall be analyzed according to the procedures in EPA-821-R-02-014.
- (3) In the event of three valid test failures (whether routine or additional follow-up tests) within a 12-month period, the permittee shall notify the Department within 21 days after the last day of the third test failure.
 - (a) The permittee shall submit a plan for correction of the effluent toxicity within 60 days after the last day of the third test failure.
 - (b) The Department shall review and approve the plan before initiation.
 - (c) The plan shall be initiated within 30 days following the Department's written approval of the plan.
 - (d) Progress reports shall be submitted quarterly to the Department at the address above.
 - (e) During the implementation of the plan, the permittee shall conduct quarterly routine whole effluent toxicity tests in accordance with 4.d. Additional follow-up tests are not required while the plan is in progress. Following completion or termination of the plan, the frequency of monitoring for routine and additional follow-up tests shall return to the schedule established in 4.b.(1). If a routine test is invalid according to the acceptance criteria in EPA-821-R-02-014, a repeat test shall be initiated within 21 days after the last day of the invalid routine test.
 - (f) Upon completion of four consecutive quarterly valid routine tests that demonstrate compliance with the effluent limitation in 4.a.(1) above, the permittee may submit a written request to the Department to terminate the plan. The plan shall be terminated

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upon written verification by the Department that the facility has passed at least four consecutive quarterly valid routine whole effluent toxicity tests.

- (g) If a test within the sequence of the four is deemed invalid, but is replaced by a repeat valid test initiated within 21 days after the last day of the invalid test, the invalid test will not be counted against the requirement for four consecutive quarterly valid routine tests for the purpose of terminating the plan.
- (4) If chronic toxicity test results indicate greater than 50% mortality within 96 hours in an effluent concentration equal to or less than the effluent concentration specified as the acute toxicity limit in 4.(a)(2), the Department may revise this permit to require acute definitive whole effluent toxicity testing.
- (5) The additional follow-up testing and the plan do not preclude the Department taking enforcement action for acute or chronic whole effluent toxicity failures.

[62-4.241, 62-620.620(3)]

- 5. The discharge shall not cause a visible sheen or foam on the receiving water.
- 6. The temperature at the edge of the mixing zone shall not exceed the limitations of Rule 62-302.520(4)(b), F.A.C. The mixing zone shall be as described below in I.A.8. The temperature of the effluent shall not increase the temperature of the receiving water so as to cause substantial damage or harm to the aquatic life or vegetation therein, or interfere with the beneficial uses assigned the receiving water. [62-302.520(1)(a)]

| Month | Effluent |
|-----------|-------------|
| | Temperature |
| | Limit (C) |
| Jánuary | 24.9 |
| February | 24.7 |
| March | 27.9 |
| April | 33.4 |
| May | 36.0 |
| June | 33.3 |
| July | 33.9 |
| August | 32.3 |
| September | 32.6 |
| October | 32.1 |
| November | 28.4 |
| December | 27.7 |

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7. The annual average effluent limitations for total nitrogen, total phosphorus, and color are the rolling averages equal to the arithmetic mean of the monthly calculated daily average mass loads for the reporting period which comprise one year.

8. The effluent limitations for the parameter listed below have been calculated to ensure compliance with the applicable water quality criteria at the boundary of the mixing zone. The maximum length of the mixing zones specified below equates to a spatial area of 120,000 square meters. The permittee's discharge shall not cause an exceedance of the Rule 62-302.530, F.A.C., Class III marine water quality criteria outside the described mixing zones.

<u>Parameter</u> <u>Mixing zone length</u>

Chronic Toxicity 1,300 meters (100 meters upstream, 1200 meters downstream)

Copper, Total Recoverable 250 meters (50 meters upstream, 200 meters downstream)

Temperature, Water 1,300 meters (100 meters upstream, 1200 meters downstream)

9. Dioxin conditions for the effluent:

a. The permittee shall monitor for 2,3,7,8-tetrachloro-dibenzo-p-dioxin (TCDD) as specified in this permit. After three consecutive non-detection results, the sampling and analysis frequency shall be reduced to once per year.

- b. The method of analysis for each sample shall be the appropriate method of analysis specified in EPA 1613b.
- c. If the concentration of 2,3,7,8-tetrachloro-dibenzon-p-dioxin (TCDD) is determined to be less than the minimum level (ML) of 10 pg/L for method 1613B, then compliance with the TCDD limitation in the permit is demonstrated.
- d. The samples shall consist of one 24-hour composite sample.
- 10. 5. The Permittee shall, within two weeks of receiving a detectable concentration of 2,3,7,8-TCDD at or above the minimum level (ML) in the effluent, resample the effluent to confirm a valid detection. Within sixty (60) days of measurement of any validated detectable concentration of 2,3,7,8-TCDD, submit to the DEP a dioxin minimization report (MR). The MR shall present proposed process modification evaluations to minimize the discharge of TCDD including projected implementation schedules and predicted effects. The MR will be evaluated by DEP to determine if modifications are warranted. The Permittee shall document consideration of implementing the following minimization actions at a minimum:
 - a. Certification that elemental chlorine is not being used in the bleach plants
 - b. Improvements in the control of the bleaching stages

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c. Improvements in brown stock washing

d. Use of defoamers with low dioxin precursors

e. Improvements in solids minimization

If the Permittee does not intend to implement any minimization action, the MR shall describe the reasoning used in reaching that decision. Upon DEP approval, the MR's proposed provisions and implementation schedule shall become an enforceable part of the permit. If the MR indicates that changes will be made that require a permit modification, then the Permittee shall submit a complete permit modification application package within 90 days of MR approval.

11. An equivalent mass limit is established for color. This allows the calculation of a color mass limit of 353,199 (lb equivalents per day) annual average in order to achieve the transparency standard in the estuary. The value will be calculated using the color measured in Platinum Cobalt Units (PCUs) and multiplying by that day's flow and the 8.34 conversion factor. The data for the month will be averaged together and then used in the 12 month rolling annual average.

Color pound equivalents per day

ML (lb/day) = [Flow
$$(\frac{MG}{day})$$
 x Color (PCU) | x 8.34 $(\frac{1}{PCU})(\frac{lb}{MG})$

Where:

= Mass Limit of color; (lb/day) ML

Monthly average of the daily volume of effluent discharged from D-002; Flow

(million gallons (MG))

Color Monthly average of the color measurements monitored at EFF-1; (PCU)

12. Permittee may request a mixing zone for Nickel pursuant to F.A.C. Rule 62-244(1)(f). Upon Department approval, the permit will be reopened to include the applicable final mixing zone which will become effective not later than the date that discharge to D-002 commences.

B. Internal Outfalls

Upon permit issuance, the Bleach Plant effluent shall be sampled quarterly for the parameters listed below.

| Pollutant | Method | Minimum Level |
|-----------|-----------|------------------|
| Flow | Estimated | Report |

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| Pollutant | Method | Minimum Level |
|--|--------|------------------|
| 2,3,7,8-Tetrachlorodibenzo-pdioxin (TCDD or "dioxin") (pg/L) | 1613b | 10.0 |
| 2,3,7,8-Tetraclorodibenzofuran (TCDF or "furan") (pg/L) | 1613b | 10.0 |
| Trichlorosyringol (µg/L) | 1653 | 2.5 |
| 3,4,5 Trichlorocatechol (µg/L) | 1653 | 5.0 |
| 3,4,6-Trichlorocatechol (µg/L) | 1653 | 5.0 |
| 3,4,5-Trichloroguaiacol (μg/L) | 1653 | 2.5 |
| 3,4,6-Trichloroguaiacol (μg/L) | 1653 | 2.5 |
| 4,5,6 Trichloroguaiacol (μg/L) | 1653 | 2.5 |
| 2,4,5 - Trichlorophenol (μg/L) | 1653 | 2.5 |
| 2,4,6-trichlorophenol (µg/L) | 1653 | 2.5 |
| Tetrachloro-catechol (μg/L) | 1653 | 5.0 |
| Tetrachloro-guaiacol (μg/L) | 1653 | 5.0 |
| 2,3,4,6-Tetrachloro-phenol (µg/L) | 1653 | 2.5 |
| Pentachloro-phenol (µg/L) | 1653 | 5.0 |
| Chloroform (CHCl ₃) (μg/L) | 1624 | 10.0 |
| Adsorbable Organic Halides (AOX) (µg/L) | 1650 | 20.0 |

2. Results of this sampling effort shall be included in a semi-annual report submitted to the Department's Northeast District Office in accordance with the schedule in Section I.C.3 below. This report will provide calculations for the method of flow estimation and the report must include the certification statement cited at 40 CFR 122.22(d).

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3. For chloroform, 2,3,7.8,-TCDD, 2.3,7,8-TCDF, AOX, and the chlorinated phenolic compounds, at the purification (bleach) plant, the permittee shall collect grab composite samples of the combined bleach plant discharge to the acid sewer and of the Press 4 discharge to the alkaline sewer. Each composite should be collected every four hours, for 24 hours, from the monitoring location. The permittee may use a continuous automated sampling device, if it can be operated reliably at the appropriate monitoring location.

4. The following represents the Bleach Plant Effluent Sampling Collection Methods in accordance with methods specified in 40 CFR 136.

| Pollutant | |
|----------------------|-------------------------|
| Monitored | Collection Method |
| Chloroform | •Grab |
| | (2 vials every 4 hours) |
| | •24-hour composite |
| | prepared by lab |
| 2,3,7,8-TCDD and | •Grab |
| 2.3,7,8-TCDF | (1 every 4 hours) or |
| Chlorinated phenolic | continuous automatic |
| compounds | composite |
| AOX | •24-hour composite |

5. Upon startup of the planned modifications to the Mill's No. 1 Brownstock Washing and Screening Operations, the permittee will increase the frequency of Bleach Plant Effluent Sampling to bimonthly for 12 months in order to characterize the improved process. After completion of this Bleach Plant characterization, the Department will evaluate if an effluent AOX limitation can be used in lieu of monitoring BAT pollutants at the purification (bleach) plant.

C. Other Limitations and Monitoring and Reporting Requirements

- 1. The sample collection, analytical test methods, and method detection limits (MDLs) applicable to this permit shall be conducted using a sufficiently sensitive method to ensure compliance with applicable water quality standards and effluent limitations and shall be in accordance with Rule 62-4.246, Chapters 62-160 and 62-601, F.A.C., and 40 CFR 136, as appropriate. The list of Department established analytical methods, and corresponding MDLs (method detection limits) and PQLs (practical quantitation limits), which is titled "FAC 62-4 MDL/PQL Table (April 26, 2006)" is available at http://www.dep.state.fl.us/labs/library/index.htm. The MDLs and PQLs as described in this list shall constitute the minimum acceptable MDL/PQL values and the Department shall not accept results for which the laboratory's MDLs or PQLs are greater than those described above unless alternate MDLs and/or PQLs have been specifically approved by the Department for this permit. Any method included in the list may be used for reporting as long as it meets the following requirements:
 - a. The laboratory's reported MDL and PQL values for the particular method must be equal or less than the corresponding method values specified in the Department's approved MDL and PQL list;
 - b. The laboratory reported MDL for the specific parameter is less than or equal to the permit limit or the applicable water quality criteria, if any, stated in Chapter 62-302, F.A.C. Parameters that are listed as "report only" in the permit shall use methods that provide an MDL, which is equal to or less than the applicable water quality criteria stated in 62-302, F.A.C.; and

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c. If the MDLs for all methods available in the approved list are above the stated permit limit or applicable water quality criteria for that parameter, then the method with the lowest stated MDL shall be used.

When the analytical results are below method detection or practical quantitation limits, the permittee shall report the actual laboratory MDL and/or PQL values for the analyses that were performed following the instructions on the applicable discharge monitoring report.

Where necessary, the permittee may request approval of alternate methods or for alternative MDLs or PQLs for any approved analytical method. Approval of alternate laboratory MDLs or PQLs are not necessary if the laboratory reported MDLs and PQLs are less than or equal to the permit limit or the applicable water quality criteria, if any, stated in Chapter 62-302, F.A.C. Approval of an analytical method not included in the above-referenced list is not necessary if the analytical method is approved in accordance with 40 CFR 136 or deemed acceptable by the Department. [62-4.246, 62-160]

- 2. The permittee shall provide safe access points for obtaining representative influent and effluent samples which are required by this permit. [62-620.320(6)]
- 3. Monitoring requirements under this permit are effective on the first day of the second month following permit issuance. Until such time, the permittee shall continue to monitor and report in accordance with previously effective permit requirements, if any. During the period of operation authorized by this permit, the permittee shall complete and submit to the Department Discharge Monitoring Reports (DMRs) in accordance with the frequencies specified by the REPORT type (i.e. monthly, toxicity, quarterly, semiannual, annual, etc.) indicated on the DMR forms attached to this permit. Unless specified otherwise in this permit, monitoring results for each monitoring period shall be submitted in accordance with the associated DMR due dates below. DMRs shall be submitted for each required monitoring period including periods of no discharge.

| REPORT Type on DMR | Monitoring Period | Mail or Electronically Submit by |
|-----------------------|--|---|
| Monthly | first day of month - last day of month | 28 th day of following month |
| Toxicity | first day of month - last day of month | 28 th day of following month |
| Quarterly | January 1 - March 31 | April 28 |
| | April 1 - June 30 | July 28 |
| | July 1 - September 30 | October 28 |
| | October 1 - December 31 | January 28 |
| Semi-annual | January 1 - June 30 | July 28 |
| | July 1 - December 30 | January 28 |
| Annual | January 1 - December 31 | January 28 |

The permittee may submit either paper or *electronic* DMR forms. If submitting paper DMR forms, the permittee shall make copies of the attached DMR forms, without altering the original format or content unless approved by the Department, and shall mail the completed DMR forms to the Department by the twenty-eighth (28th) of the month following the month of operation at the address specified below:

Florida Department of Environmental Protection Wastewater Compliance Evaluation Section, Mail Station 3551 Bob Martinez Center 2600 Blair Stone Road Tallahassee, Florida 32399-2400

If submitting *electronic* DMR forms, the permittee shall use the electronic DMR system(s) approved in writing by the Department and shall electronically submit the completed DMR forms to the

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Department by the twenty-eighth (28th) of the month following the month of operation. Data submitted in electronic format is equivalent to data submitted on signed and certified paper DMR forms. [62-620.610(18)]

4. Unless specified otherwise in this permit, all reports and other information required by this permit, including 24-hour notifications, shall be submitted to or reported to, as appropriate, the Department's Northeast District Office at the address specified below:

Florida Department of Environmental Protection Northeast District 8800 Baymeadows Way West, Suite 100 Jacksonville, Florida 32256

Phone (904) 256-1700; FAX (904) 256-1589 (All FAX copies and e-mails shall be followed by original copies.)

[62-620.305]

- 5. All reports and other information shall be signed in accordance with the requirements of Rule 62-620.305, F.A.C. [62-620.305]
- 6. If there is no discharge from the facility on a day when the facility would normally sample, the sample shall be collected on the day of the next discharge. [62-620.320(6)]
- 7. Transparency SSAC Plan of Evaluation (POE):

The permittee shall, within 9 months of issuance of this permit, submit a POE that continues the evaluation started in 1998, including a proposed implementation schedule, designed to monitor the achievement of the transparency SSAC. The transparency POE must:

- a. Monitor the level of light transmission in the Fenholloway near shore area after implementation of the modifications required by this permit to ensure achievement of the transparency SSAC for Fenholloway River estuary and coastal waters.
- b. The POE must provide a minimum of 12 samples of light measurements (level of transmission) taken at least seven days apart and evenly distributed throughout the growing season months of May through October. Growing season average flow is based on USGS gage 02325000 near Perry (Rule 62-302.800, FAC).
- c. The POE shall also contain reasonable timeframes for which to submit report.
- d. Upon DEP approval, the POE will be implemented based upon the schedule proposed and approved.

8. Dioxin Fish Tissue Plan of Study (POS):

a. The permittee shall develop a POS to annually assess the levels of TCDD/TCDF in ambient fish tissue in the receiving waters of the Fenholloway River Estuary. The following table of isomers shall be assessed in the Dioxin Fish Tissue POS:

| DIOXINS | FURANS |
|-----------------|--------------------------|
| Isomer | Isomer |
| 2,3,7,8-TCDD | 2,3,7,8-TCDF |
| 1,2,3,7,8-PeCDD | 1,2,3,7. 8 -PeCDF |
| | 2,3.4.7,8-PeCDF |

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| DIOXINS Isomer | FURANS Isomer |
|----------------------|---------------------------------------|
| | |
| 1.2,3,4,7,8-HxCDD | 1.2,3,4,7,8-HxCDF |
| 1,2,3,7,8,9-HxCDD | 1,2,3,7,8,9-HxCDF |
| 1,2,3,6,7,8-HxCDD | 1,2,3,6,7,8-HxCDF |
| | 2,3,4,6,7,8-HxCDF |
| 1,2,3,4,6,7,8-HpCDD | 1,2,3,4,6,7,8-HpCDF |
| | 1,2,3,4,7, 8 ,9-H p CDF |
| 1,2,3,4.6,7,8,9-OcDD | 1,2,3,4,6,7,8,9-OcDF |

- b. The permittee shall submit the Dioxin Fish Tissue POS to DEP within 3 months of the effective date of this permit. The DEP will review the POS within thirty (30) days of its receipt to determine if modifications are warranted. Upon approval, the POS will become an enforceable part of this permit.
- c. After three consecutive non-detection results for any isomer, sampling and analysis can be discontinued for that isomer.

9. Biological Integrity Plan of Evaluation (POE):

Within 9 months of issuance of the permit, the Permittee is required to submit a POE including a proposed implementation schedule, designed to monitor biological integrity in accordance with Rule 62-302.530, F.A.C., in the vicinity of Outfall D-002 and including reasonable timeframes to submit the report. This information shall include field parameters to assist in evaluating the biological integrity monitoring. The POE shall also be designed to monitor the status of the Fenholloway River estuary. Upon DEP approval, the POE will be implemented based upon the schedule proposed and approved.

10. Manatee Plan of Study (POS):

The permittee shall, within 30 months of issuance of this permit, submit a plan of study (POS) to demonstrate the discharge location will not become a warm water refuge for manatees. The DEP will review the POS within 60 days of its receipt and will, in writing, either approve the POS or notify the permittee of deficiencies that must be corrected. The FDEP will notify other agencies it deems appropriate (e.g. US Fish and Wildlife Service) for review and written comment within 60 days of receipt. The POS shall be incorporated herein upon Department approval.

- a. At a minimum, the POS must:
 - (1) Develop a methodology to assess manatee utilization of the Fenholloway River Estuary under discharge conditions at Outfall D-002.
 - (2) Include a schedule for implementation of the POS.
 - (3) Provide for levels of monitoring based on manatee sightings.

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(4) The permittee shall submit annual progress reports regarding the POS and its implementation. The reports will be evaluated by DEP and commenting agencies to determine if modifications to the evaluation or permit conditions are warranted.

II. SLUDGE MANAGEMENT REQUIREMENTS

- 1. The permittee shall be responsible for proper treatment, management, use, and land application or disposal of its sludges. [62-620.320(6)]
- 2. Storage, transportation, and disposal of sludge/solids characterized as hazardous waste shall be in accordance with requirements of Chapter 62-730, F.A.C. [62-730]
- 3. The method of management for sludges removed from the primary clarifier/skimming pond and aerated stabilization basins is treatment, storage and use in 225 acres of on-site solids settling basins.
- 4. The permittee shall obtain department approval of any planned changes of the permittee's sludge management practices. If the permittee intends to dispose of or beneficially reuse sludges outside of the on-site solids settling basins, the permittee shall keep records of the amount of sludge or residuals reused, disposed, transported, or incinerated in wet tons/day. If a person other than the permittee is responsible for sludge transportation, reuse, disposal, or incineration, the permittee shall also keep the following records: a. name, address and telephone number of any transporter, and any manifests or bill of lading used; b. name and location of the site of disposal, treatment or incineration; c. name, address, and telephone number of the entity responsible for the reuse, disposal, treatment, or incineration site.

III. GROUNDWATER REQUIREMENTS

The permittee, as an existing installation, is authorized to discharge to groundwater within its zone of discharge subject to the following conditions [62-520.200(10) and 62-520.200(27)]:

- 1. The permittee shall give at least 72-hours notice to the Ground Water Section of the department's Northeast District Office, prior to the installation of any monitoring wells. [62-520.600(6)(h)]
- 2. All monitoring well installations shall be by Florida licensed water well contractor and shall conform to the construction and development guidelines of 62-532, F.A.C. and 62-520.600(6)(e), F.A.C.
- 3. Prior to construction of ground water monitoring wells, a soil boring shall be made at each monitoring well location in order to properly determine the well depth and screen interval. [62-520.600(6)(g)]
- 4. Within 60 days after installation of a monitoring well, the permittee shall submit to the Ground Water Section of the Northeast District Office, detailed information as to the location and construction on DEP Form 62-520.900(3), Monitoring Well Completion Report. [62-520.600(6)(i) and (j)]
- 5. Any piezometer or monitoring well with no reasonable expectation of use is to be plugged and abandoned in a manner acceptable to the regional Water Management District. [62-520.600(6)(k)]
- 6. A zone of discharge (ZOD) is established for the site. The ZOD extends horizontally to the property boundaries and vertically to the base of the surficial aquifer. [62-520.200(19), 62-520.200(27) and 62-520.465(1)]
- 7. The permittee shall not cause or contribute to the violation of any primary water quality standard beyond the established zone of discharge, nor cause the violation of a secondary standard at any

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potable well not owned by the permittee. The limited exemption from secondary standards is subject to the terms set forth in Section 62-520.520, F.A.C. [62-520.420(4) and 62-520.310(14)]

- 8. The permittee's discharge to ground water shall not cause a violation of ground water minimum criteria at any place or time, regardless of any zone of discharge. [62-520.400 and 62-520.430]
- 9. During the period of operation authorized by this permit, the permittee shall sample ground water at the monitoring wells identified below. Additional wells, sample events, and parameters may be specified given facility changes and/or subsequent monitoring results. The Department may authorize changes to well locations set forth below during the term of the permit. [62-520.600 and 62-520.470]

| Monitoring Well ID | Alternate Well Name and/or Description of Monitoring Location | Latitude (dd mm ss N) | Longitude (dd mm ss W) | Depth (feet) | Aguifer Monitored | New or Existing |
|-----------------------|--|--------------------------|---------------------------|-----------------|----------------------|--------------------|
| MWB-244 | S. Red Padgett Rd | 30 02 30.0 | 83 31 04.1 | 40 | Surficial | Existing |
| MWB-331 | CR-273 near intersect with San Pedro Rd | 30 06 09.7 | 83 30 59.4 | 42 | Surficial | Existing |
| MWC-PW2 | Production well south of Solids Settling Area | 30 04 12.4 | 83 30 .54.9 | 345 | Floridan | Existing |
| MWC-PW3 | Production well approx. 0.5 mi east of PW2 | 30 04 09.9 | 83 30 27.2 | 225 | Floridan | Existing |
| MWB-PW9 | Production well approx. 3 mi east of PW2 | 30 04 20.6 | 83 27 59.8 | 379 | Floridan | Existing |
| MWC-RM4A* | Lagoon 2 at NW corner cell 10 | ±30 03 60 | ±83 33 18 | ±14 | Surficial | New |
| MWC-OW2 | Lagoon 1. north of West cell | 30 03 44.6 | 83 32 04.4 | 17 | Surficial | Existing |
| MWC-113 | Lagoon 2. south of cell 7 | 30 03 45.7 | 83 32 48.2 | 24 | Surficial | Existing |
| MWI-14A | Lagoon 2, north of cell 8 | 30 03 59.0 | 83 33 02.9 | 16 | Surficial | Existing |
| MWB-15A | Bryant Russell Rd | 30 03 10.2 | 83 31 58.7 | 19 | Surficial | Existing |
| MWI-16A* | NE corner Solids Settling Area | 30 04 41.7 | 83 30 31.5 | 25 | Surficial | Existing |
| MWC-LF1* | Lagoon area at SW corner of Red Padgett & H. P. Padgett Roads | ±30 03 44 | ±83 32 31 | ±50 | Floridan | New |

MWB = Background; MWl = Intermediate; MWC = Compliance; TBD = To be determined

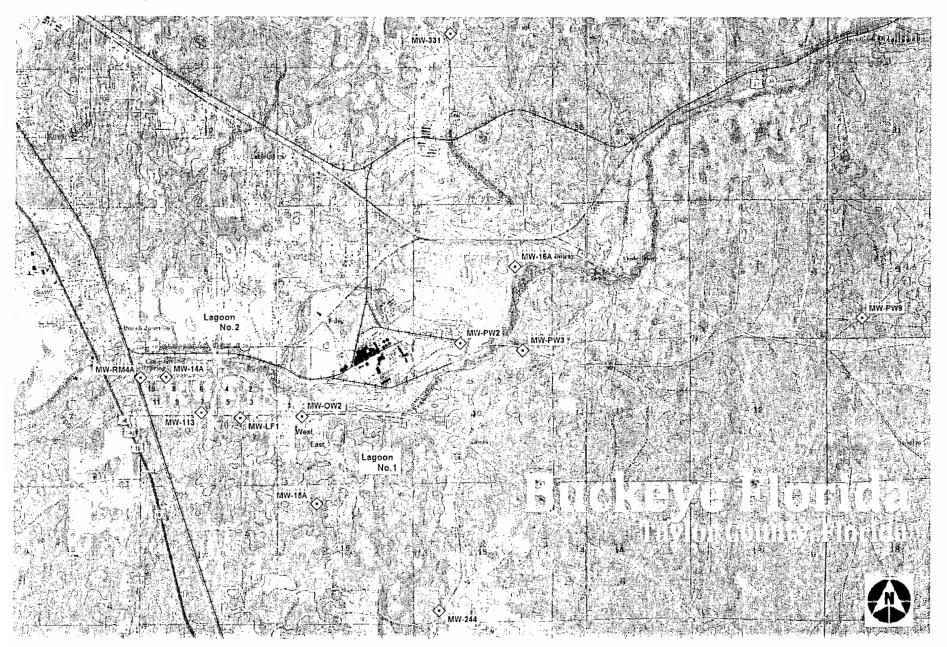
*See III.11 & 12

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10. The specified monitoring wells shall be sampled for the parameters and frequencies detailed below:

| Parameter Name | Compliance Well Limit | Units | Sample Type | Monitoring Frequency |
|-------------------------------|--------------------------|----------|----------------|-------------------------|
| Water Level Relative to NGVD | Report | feet | Measured | Quarterly |
| Specific Conductance | Report | umhos/cm | In-situ | Quarterly |
| pH | Report | s.u. | In-situ | Quarterly |
| Sodium, Total Recoverable | 160 | mg/L | Grab | Quarterly |
| Chloride (as Cl) | Report | mg/L | Grab | Quarterly |
| Solids, Total Dissolved (TDS) | Report | mg/L | Grab | Quarterly |
| Sulfate, Total | Report | mg/L | Grab | Quarterly |

- 11. The permittee shall, within 120 days of this permit's effective date, conduct an expanded sampling of monitoring well(s) MW-RM4A, MW-16A and MW-LF1, for the primary and secondary drinking water parameters listed in Chapter 62-550, Table 1 (excluding asbestos), Table 4, Table 6, and 2,3,7,8-TCDD. Analytical methods shall conform to 62-160.800(1)(g), with all detection limits to be equivalent or better than their respective drinking water standard. Lab results shall be forwarded to the Ground Water Section of the Department's Northeast District within 14 days of receipt by the permittee. [62-520.600(5)(b)]
- 12. The permittee shall, 12 months prior to permit expiration, conduct an expanded sampling of monitoring well(s) MW-RM4A, MW-16A and MW-LF1, for the primary and secondary drinking water parameters listed in Chapter 62-550, Table 1 (excluding asbestos), Table 4, Table 6, and 2,3,7,8-TCDD. Analytical methods shall conform to 62-160.800(1)(g), with all detection limits to be equivalent or better than their respective drinking water standard. Lab results shall be submitted as an attachment to the permit renewal application. [62-520.600(5)(b)]
- 13. If the concentration in the natural background quality of the ground water is greater than the stated maximum, or in the case of pH is also less than the minimum, the representative natural background quality shall be the prevailing standard. [62-520.420(2)]
- 14. Water levels shall be recorded prior to evacuating the well for sample collection. Elevation references shall include the top of the well casing and land surface at each well site (NGVD allowable) at a precision of plus or minus 0.01 feet. [62-520.600(11)(c)]
- 15. Monitoring wells shall be purged prior to sampling to obtain a representative sample. [62-610.210]
- 16. Analyses shall be conducted on un-filtered samples, unless filtered samples have been approved by the department as being more representative of ground water conditions. [62-520.310(5)]
- 17. If a monitoring well becomes damaged or cannot be sampled for some reason, the permittee shall notify the department immediately and a written report shall follow within seven days detailing the circumstances and remedial measures taken or proposed. Repair or replacement of monitoring wells shall be approved in advance by the department. [62-520.600(6)(1)]
- 18. Ground water monitoring test results shall be submitted on Part D of Form 62-620.910(10) in accordance with the following schedule. Sample events shall be reasonably spaced to provide representative temporal data. [62-520.900 and 62-520.600(11)(b) and (d)]

| Sample Period | Quarterly | Report Deadline |
|-----------------|-----------|------------------------|
| (January-March) | X | April 28 th |
| (April-June) | X | July 28 th |

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| (July-September) | X | October 28 th |
|--------------------|---|--------------------------|
| (October-December) | X | January 28th |

19. One year after certification of completion for discharge D002, the permittee shall submit an evaluation of aquifer response to the discharge relocation and any MFL requirements (e.g., changes in water elevations, well field capture zone, etc.), with a re-assessment of the groundwater monitoring program. This evaluation shall be signed and sealed by a Florida registered Professional Geologist and/or Professional Engineer with suitable hydrogeologic experience.

IV. ADDITIONAL LAND APPLICATION REQUIREMENTS

Section IV is not applicable to this facility.

V. OPERATION AND MAINTENANCE REQUIREMENTS

- 1. During the period of operation authorized by this permit, the wastewater facilities shall be operated under the supervision of a person who is qualified by formal training and/or practical experience in the field of water pollution control. [62-620.320(6)]
- 2. The permittee shall maintain the following records and make them available for inspection on the site of the permitted facility.
 - a. Records of all compliance monitoring information, including all calibration and maintenance records and all original strip chart recordings for continuous monitoring instrumentation, including, if applicable, a copy of the laboratory certification showing the certification number of the laboratory, for at least three years from the date the sample or measurement was taken;
 - b. Copies of all reports required by the permit for at least three years from the date the report was prepared;
 - c. Records of all data, including reports and documents, used to complete the application for the permit for at least three years from the date the application was filed;
 - d. A copy of the current permit;
 - e. A copy of any required record drawings; and
 - f. Copies of the logs and schedules showing plant operations and equipment maintenance for three years from the date of the logs or schedules.
 - g. [62-620.350]

VI. SCHEDULES

- 1. In accordance with section 403.088(2)(e) and (f), Florida Statues, a compliance schedule for this facility is contained in Administrative Order 011-NED which is hereby incorporated by reference.
- 2. The following improvement actions shall be completed according to the following schedule.

| | Improvement Action | Completion Date |
|----|-------------------------------------|--------------------------------|
| a. | Submit Transparency POE (See I.C.7) | Within 9 months of the date of |
| | | the permit issuance |

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| | Improvement Action | Completion Date |
|----|--|--------------------------------|
| b. | Implement Transparency POE | Upon DEP approval |
| c. | Submit Dioxin Fish Tissue POS (See I.C.8) | Within 3 months of the date of |
| | | the permit issuance |
| d. | Implement Dioxin Fish Tissue POS | Upon DEP approval |
| e. | Submit Biological Integrity Monitoring POE (See I.C.9) | Within 9 months of the date of |
| | | the permit issuance |
| f. | Implement Biological Integrity Monitoring POE | Upon DEP approval |
| g. | Submit Manatee POS (See I.C.10) | Within 30 months of the date |
| | | of the permit issuance |
| h. | Implement Manatee POS | Upon DEP approval |
| i. | Complete and document installation of new monitoring | Within 120 days of permit's |
| | wells RM-4A and MWC-LF1. | effective date |

[62-620.320(6)]

3. The following improvement actions shall be completed according to the following schedule. The Best Management Practices (BMP) Plan shall be prepared and implemented in accordance with Part VII of this permit.

| Improvement Action | | Completion Date |
|--------------------|---|--|
| a. | Continue implementing the existing BMP Plan | Issuance date of permit |
| b. | BMP Progress/Update Reports | Issuance date of permit plus 1 year, and |
| | | continuing annually |

[62-620.320(6)]

- 4. The permittee is not authorized to discharge to waters of the state after the expiration date of this permit, unless:
 - a. The permittee has applied for renewal of this permit at least 180 days before the expiration date of this permit using the appropriate forms listed in Rule 62-620.910, F.A.C., and in the manner established in the Department of Environmental Protection Guide to Permitting Wastewater Facilities or Activities Under Chapter 62-620, F.A.C., including submittal of the appropriate processing fee set forth in Rule 62-4.050, F.A.C.; or
 - b. The permittee has made complete the application for renewal of this permit before the permit expiration date.

[62-620.335(1)-(4)]

- 5. Within thirty days of completion of construction, the permittee shall submit to the Department a completed "Certification of Completion of Construction" (DEP form 62-620.910(12)) signed and sealed by the engineer of record. [62-620.410(11)]
- 6. Record drawings shall be prepared and made available in accordance with 62-620.410(10), F.A.C., within six months of placing the facilities into operation.

VII. BEST MANAGEMENT PRACTICES/STORMWATER POLLUTION PREVENTION PLANS

A. Best Management Practices (BMP)

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1. The permittee shall during the term of this permit operate the facility in accordance with the existing Best Management Practices (BMP) or in accordance with subsequent amendments to the Plan. The permittee shall also amend this Plan, to incorporate practices to achieve the objectives and specific requirements listed below. The permittee shall maintain the Plan at the facility and shall make the plan available to the Department upon request. The Plan shall be implemented in accordance with the schedule contained in Part VI of this permit. [62-620.100(3)(m)]

- 2. Through implementation of the Best Management Practices (BMP), the permittee shall prevent or minimize the generation and the potential for the release of pollutants from the facility to the waters of the State through normal operations and ancillary activities. [62-620.100(3)(m)]
- 3. The permittee shall maintain the BMP Plan consistent with the following objectives for the control of pollutants.
 - a. The number and quantity of pollutants and the toxicity of effluent generated, discharged or potentially discharged at the facility shall be minimized by the permittee to the extent feasible by managing each influent waste stream in the most appropriate manner.
 - b. Under the BMP Plan, and any Standard Operating Procedures (SOPs) included in the Plan, the permittee shall ensure proper operation and maintenance of the treatment facility.
 - c. The permittee shall establish specific objectives for the control of pollutants by conducting the following evaluations.
 - (1) Each facility component or system shall be examined for its waste minimization opportunities and its potential for causing a release of significant amounts of pollutants to waters of the United States due to equipment failure, improper operation, and natural phenomena such as rain or adverse weather, etc. The examination shall include all normal operations and ancillary activities including but not limited to material storage areas, plant site runoff, inplant transfer, process and material handling areas, loading or unloading operations, spillage or leaks, sludge and waste disposal, or drainage from raw material storage, as applicable.
 - (2) Where experience indicates a reasonable potential for equipment failure (e.g., a tank overflow or leakage), natural condition (e.g., precipitation), or other circumstances to result in significant amounts of pollutants reaching surface waters, the program should include a prediction of the direction, rate of flow and total quantity of pollutants which could be discharged from the facility as a result of each condition or circumstance.

[62-620.100(3)(m)]

- 4. The BMP Plan shall be consistent with the objectives in Part 3 above and the general guidance contained in the publication entitled <u>Guidance Manual for Developing Best Management Practices</u> (BMPs) (USEPA, 1993) or any subsequent revisions to the guidance document. The BMP Plan shall:
 - a. Be documented in narrative form, shall include any necessary plot plans, drawings or maps, and shall be developed in accordance with good engineering practices. The BMP Plan shall be organized and written with the following structure:
 - (1) Name and location of the facility.
 - (2) Statement of BMP Plan policy.
 - (3) Structure, functions, and procedures of the BMP Plan committee.
 - (4) Specific management practices and standard operating procedures to achieve the above objectives, including, but not limited to, the following:
 - (a) modification of equipment, facilities, technology, processes, and procedures.
 - (b) reformulation or redesign of products.
 - (c) substitution of materials, and
 - (d) improvement in management, inventory control, materials handling or general operational phases of the facility.

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(5) Risk identification and assessment.

- (6) Reporting of BMP Plan incidents.
- (7) Materials compatibility.
- (8) Good housekeeping.
- (9) Preventative maintenance.
- (10) Inspections and records.
- (11) Security.
- (12) Employee training.
- b. Establish specific best management practices to meet the objectives identified in Part 3 of this section, addressing each component or system capable of generating or causing a release of significant amounts of pollutants, and identifying specific preventative or remedial measures to be implemented.

[62-620.100(3)(m)]

- 5. The BMP Plan shall be signed by the permittee or their duly authorized representative in accordance with Rule 62-620.305(2)(a) and (b), F.A.C. The Plan shall be reviewed by appropriate facility staff and management. Where required by Chapter 471 (P.E.) or Chapter 492 (P.G.) Florida Statutes, applicable portions of the Plan shall be signed and sealed by the professional(s) who prepared them.
 - The BMP Plan shall contain a written statement from corporate or facility management indicating management's commitment to the goals of the BMP Plan program. Such statements shall be publicized or made known to all facility employees. Management shall also provide training for the individuals responsible for implementing the BMP Plan. [62-620.100(3)(m)]
- 6. The permittee shall maintain a copy of the BMP Plan at the facility and shall make the plan available to the Department upon request. All offices of the permittee which are required to maintain a copy of the NPDES permit shall also maintain a copy of the BMP Plan. [62-620.100(3)(m)]
- 7. If following review by the Department, the BMP Plan is determined insufficient, the permittee will be notified that the Plan does not meet one or more of the minimum requirements of this Part. Upon such notification from the Department, the permittee shall amend the plan and shall submit to the Department a written certification that the requested changes have been made. Unless otherwise provided by the Department, the permittee shall have 30 days after such notification to make the changes necessary.
 - The permittee shall amend the BMP Plan whenever there is a change in the facility or in the operation of the facility which materially increases the generation of pollutants or their release or potential release to the receiving waters. The permittee shall also amend the Plan, as appropriate, when plant operations covered by the BMP Plan change. Any such changes to the Plan shall be consistent with the objectives and specific requirements listed above. All changes in the BMP Plan shall be reported to the Department in writing. [62-620.100(3)(m)]
- 8. At any time, if the BMP Plan proves to be ineffective in achieving the general objective of preventing and minimizing the generation of pollutants and their release and potential release to the receiving waters and/or the specific requirements above, the permit and/or the BMP Plan shall be subject to modification to incorporate revised BMP Plan requirements. [62-620.100(3)(m)]
- B. Best management practices (BMPs) for spent pulping liquor, soap, and turpentine management, spill prevention, and control.
 - 1. Applicability. This section applies to direct and indirect discharging pulp, paper, and paperboard mills with pulp production in subparts B (Bleached Papergrade Kraft and Soda)

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and E (Papergrade Sulfite) of the Pulp and Paper Guidelines (40 CFR Part 430). The Permittee chose to certify their BMP to remain consistent with Subparts B and E.

Schedule: The permittee has certified to the Department its BMP for spent pulping liquor, soap, and turpentine management, spill prevention, and control on April 14, 1999, July 9, 2004, and July 20, 2009 in accordance with 40 CFR Part 430. The permittee is to continue its compliance with this requirement.

3. Specialized definitions:

- a. Action Level: A daily pollutant loading that when exceeded triggers investigative or corrective action. Mills determine action levels by a statistical analysis of six months of daily measurements collected at the mill. For example, the lower action level may be the 75th percentile of the running seven-day averages (that value exceeded by 25 percent of the running seven-day averages) and the upper action level may be the 90th percentile of the running seven-day averages (that value exceeded by 10 percent of the running seven-day averages).
- b. Equipment Items in Spent Pulping Liquor, Soap, and Turpentine Service: Any process vessel, storage tank, pumping system, evaporator, heat exchanger, recovery furnace or boiler, pipeline, valve, fitting, or other device that contains, processes, transports, or comes into contact with spent pulping liquor, soap, or turpentine. Sometimes referred to as "equipment items."
- c. Immediate Process Area: The location at the mill where pulping, screening, knotting, pulp washing, pulping liquor concentration, pulping liquor processing, and chemical recovery facilities are located, generally the battery limits of the aforementioned processes. "Immediate process area" includes spent pulping liquor storage and spill control tanks located at the mill, whether or not they are located in the immediate process area.
- d. Intentional Diversion: The planned removal of spent pulping liquor, soap, or turpentine from equipment items in spent pulping liquor, soap, or turpentine service by the mill for any purpose including, but not limited to, maintenance, grade changes, or process shutdowns.
- e. Mill: The owner or operator of a direct or indirect discharging pulp, paper, or paperboard manufacturing facility subject to this section.
- f. Senior Technical Manager: The person designated by the mill manager to review the BMP Plan. The senior technical manager shall be the chief engineer at the mill, the manager of pulping and chemical recovery operations, or other such responsible person designated by the mill manager who has knowledge of and responsibility for pulping and chemical recovery operations.
- g. Soap: The product of reaction between the alkali in kraft pulping liquor and fatty acid portions of the wood, which precipitate out when water is evaporated from the spent pulping liquor.
- h. Spent Pulping Liquor: For kraft and soda mills "spent pulping liquor" means black liquor that is used, generated, stored, or processed at any point in the pulping and chemical recovery processes. For sulfite mills "spent pulping liquor" means any intermediate, final, or used chemical solution that is used, generated, stored, or processed at any point in the sulfite pulping and chemical recovery processes (e.g., ammonium-, calcium-, magnesium-, or sodium-based sulfite liquors).

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i. Turpentine: A mixture of terpenes, principally pinene, obtained by the steam distillation of pine gum recovered from the condensation of digester relief gases from the cooking of softwoods by the kraft pulping process. Sometimes referred to as sulfate turpentine.

- 4. Requirement to implement Best Management Practices. Each mill subject to this section must implement the Best Management Practices (BMPs) specified in paragraphs 3.a-j of this section. The primary objective of the BMPs is to prevent leaks and spills of spent pulping liquors, soap, and turpentine. The secondary objective is to contain, collect, and recover at the immediate process area, or otherwise control, those leaks, spills, and intentional diversions of spent pulping liquor, soap, and turpentine that do occur. BMPs must be developed according to best engineering practices and must be implemented in a manner that takes into account the specific circumstances at each mill. The BMPs are as follows:
 - a. The mill must return spilled or diverted spent pulping liquors, soap, and turpentine to the process to the maximum extent practicable as determined by the mill, recover such materials outside the process, or discharge spilled or diverted material at a rate that does not disrupt the receiving wastewater treatment system.
 - b. The mill must establish a program to identify and repair leaking equipment items. This program must include:
 - (1) Regular visual inspections (e.g., once per day) of process areas with equipment items in spent pulping liquor, soap, and turpentine service;
 - (2) Immediate repairs of leaking equipment items, when possible. Leaking equipment items that cannot be repaired during normal operations must be identified, temporary means for mitigating the leaks must be provided, and the leaking equipment items repaired during the next maintenance outage;
 - (3) Identification of conditions under which production will be curtailed or halted to repair leaking equipment items or to prevent pulping liquor, soap, and turpentine leaks and spills; and
 - (4) A means for tracking repairs over time to identify those equipment items where upgrade or replacement may be warranted based on frequency and severity of leaks, spills, or failures.
 - c. The mill must operate continuous, automatic monitoring systems that the mill determines are necessary to detect and control leaks, spills, and intentional diversions of spent pulping liquor, soap, and turpentine. These monitoring systems should be integrated with the mill process control system and may include, e.g., high level monitors and alarms on storage tanks; process area conductivity (or pH) monitors and alarms; and process area sewer, process wastewater, and wastewater treatment plant conductivity (or pH) monitors and alarms.
 - d. The mill must establish a program of initial and refresher training of operators, maintenance personnel, and other technical and supervisory personnel who have responsibility for operating, maintaining, or supervising the operation and maintenance of equipment items in spent pulping liquor, soap, and turpentine service. The refresher training must be conducted at least annually and the training program must be documented.
 - e. The mill must prepare a brief report that evaluates each spill of spent pulping liquor, soap, or turpentine that is not contained at the immediate process area and any intentional diversion of spent pulping liquor, soap, or turpentine that is not contained at the immediate process area. The report must describe the equipment items involved, the circumstances leading to the incident, the effectiveness of the corrective actions taken to contain and recover the spill or intentional diversion, and plans to develop changes to

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equipment and operating and maintenance practices as necessary to prevent recurrence. Discussion of the reports must be included as part of the annual refresher training.

f. The mill must establish a program to review any planned modifications to the pulping and chemical recovery facilities and any construction activities in the pulping and chemical recovery areas before these activities commence. The purpose of such review is to prevent leaks and spills of spent pulping liquor, soap, and turpentine during the planned modifications, and to ensure that construction and supervisory personnel are aware of possible liquor diversions and of the requirement to prevent leaks and spills of spent pulping liquors, soap, and turpentine during construction.

- g. The mill must install and maintain secondary containment (i.e., containment constructed of materials impervious to pulping liquors) for spent pulping liquor bulk storage tanks equivalent to the volume of the largest tank plus sufficient freeboard for precipitation. An annual tank integrity testing program, if coupled with other containment or diversion structures, may be substituted for secondary containment for spent pulping liquor bulk storage tanks.
- h. The mill must install and maintain secondary containment for turpentine bulk storage tanks.
- i. The mill must install and maintain curbing, diking or other means of isolating soap and turpentine processing and loading areas from the wastewater treatment facilities.
- j. The mill must conduct wastewater monitoring to detect leaks and spills, to track the effectiveness of the BMPs, and to detect trends in spent pulping liquor losses. Such monitoring must be performed in accordance with paragraph 9 of this section.
- 5. Requirement to develop a BMP Plan.
 - a. Each mill subject to this section must prepare and implement a BMP Plan. The BMP Plan must be based on a detailed engineering review as described in paragraphs 4.b-c of this section. The BMP Plan must specify the procedures and the practices required for each mill to meet the requirements of paragraph 3 of this section, the construction the mill determines is necessary to meet those requirements including a schedule for such construction, and the monitoring program (including the statistically derived action levels) that will be used to meet the requirements of paragraph 9 of this section. The BMP Plan also must specify the period of time that the mill determines the action levels established under paragraph 8 of this section may be exceeded without triggering the responses specified in paragraph 9 of this section.
 - b. Each mill subject to this section must conduct a detailed engineering review of the pulping and chemical recovery operations—including but not limited to process equipment, storage tanks, pipelines and pumping systems, loading and unloading facilities, and other appurtenant pulping and chemical recovery equipment items in spent pulping liquor, soap, and turpentine service—for the purpose of determining the magnitude and routing of potential leaks, spills, and intentional diversions of spent pulping liquors, soap, and turpentine during the following periods of operation:
 - (1) Process start-ups and shut downs;
 - (2) Maintenance:
 - (3) Production grade changes:
 - (4) Storm or other weather events;
 - (5) Power failures; and
 - (6) Normal operations.
 - c. As part of the engineering review, the mill must determine whether existing spent pulping liquor containment facilities are of adequate capacity for collection and storage

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of anticipated intentional liquor diversions with sufficient contingency for collection and containment of spills. The engineering review must also consider:

- (1) The need for continuous, automatic monitoring systems to detect and control leaks and spills of spent pulping liquor, soap, and turpentine;
- (2) The need for process wastewater diversion facilities to protect end-of-pipe wastewater treatment facilities from adverse effects of spills and diversions of spent pulping liquors, soap, and turpentine;
- (3) The potential for contamination of storm water from the immediate process areas; and
- (4) The extent to which segregation and/or collection and treatment of contaminated storm water from the immediate process areas is appropriate.

6. Amendment of BMP Plan.

- a. Each mill subject to this section must amend its BMP Plan whenever there is a change in mill design, construction, operation, or maintenance that materially affects the potential for leaks or spills of spent pulping liquor, turpentine, or soap from the immediate process areas.
- b. Each mill subject to this section must complete a review and evaluation of the BMP Plan five years after the first BMP Plan is prepared and, except as provided in paragraph 5.a. of this section, once every five years thereafter. As a result of this review and evaluation, the mill must amend the BMP Plan within three months of the review if the mill determines that any new or modified management practices and engineered controls are necessary to reduce significantly the likelihood of spent pulping liquor, soap, and turpentine leaks, spills, or intentional diversions from the immediate process areas, including a schedule for implementation of such practices and controls.
- 7. Review and certification of BMP Plan. The BMP Plan, and any amendments thereto, must be reviewed by the senior technical manager at the mill and approved and signed by the mill manager. Any person signing the BMP Plan or its amendments must certify to the permitting or pretreatment control authority under penalty of law that the BMP Plan (or its amendments) has been prepared in accordance with good engineering practices and in accordance with this regulation. The mill is not required to obtain approval from the permitting or pretreatment control authority of the BMP Plan or any amendments thereto.

8. Record keeping requirements.

- a. Each mill subject to this section must maintain on its premises a complete copy of the current BMP Plan and the records specified in paragraph 7.b. of this section and must make such BMP Plan and records available to the permitting or pretreatment control authority and the Regional Administrator or his or her designee for review upon request.
- b. The mill must maintain the following records for 3 years from the date they are created:
 - (1) Records tracking the repairs performed in accordance with the repair program described in paragraph 3.b. of this section;
 - (2) Records of initial and refresher training conducted in accordance with paragraph 3.d. of this section;
 - (3) Reports prepared in accordance with paragraph 3.e. of this section; and
 - (4) Records of monitoring required by paragraphs 3.j. and 9. of this section.

9. Establishment of wastewater treatment system influent action levels.

 Each mill subject to this section must conduct a monitoring program, described in paragraph 8.b of this section, for the purpose of defining wastewater treatment system PERMITTEE: FACILITY:

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influent characteristics (or action levels), described in paragraph 8.c. of this section, that will trigger requirements to initiate investigations on BMP effectiveness and to take corrective action.

- b. Each mill subject to this section must employ the following procedures in order to develop the action levels required by paragraph 8. of this section:
 - (1) Monitoring parameters. The mill must collect 24-hour composite samples and analyze the samples for a measure of organic content (e.g., Chemical Oxygen Demand (COD) or Total Organic Carbon (TOC)). Alternatively, the mill may use a measure related to spent pulping liquor losses measured continuously and averaged over 24 hours (e.g., specific conductivity or color).
 - (2) Monitoring locations. For direct dischargers, monitoring must be conducted at the point influent enters the wastewater treatment system. For indirect dischargers monitoring must be conducted at the point of discharge to the POTW. For the purposes of this requirement, the mill may select alternate monitoring point(s) in order to isolate possible sources of spent pulping liquor, soap, or turpentine from other possible sources of organic wastewaters that are tributary to the wastewater treatment facilities (e.g., bleach plants, paper machines and secondary fiber operations).
- c. By the date prescribed in paragraph 10.a.(3) of this section, each existing discharger subject to this section must complete an initial six-month monitoring program using the procedures specified in paragraph 8.b. of this section and must establish initial action levels based on the results of that program. A wastewater treatment influent action level is a statistically determined pollutant loading determined by a statistical analysis of six months of daily measurements. The action levels must consist of a lower action level, which if exceeded will trigger the investigation requirements described in paragraph 9. of this section, and an upper action level, which if exceeded will trigger the corrective action requirements described in paragraph 9. of this section.
- d. By the date prescribed in paragraph 9.a.(6) of this section, each existing discharger must complete a second six-month monitoring program using the procedures specified in paragraph 8.b. of this section and must establish revised action levels based on the results of that program. The initial action levels shall remain in effect until replaced by revised action levels.
- e. By the date prescribed in paragraph 10.b. of this section, each new source subject to this section must complete a six-month monitoring program using the procedures specified in paragraph 8.b. of this section and must develop a lower action level and an upper action level based on the results of that program.
- f. Action levels developed under this paragraph must be revised using six months of monitoring data after any change in mill design, construction, operation, or maintenance that materially affects the potential for leaks or spills of spent pulping liquor, soap, or turpentine from the immediate process areas.
- 10. Monitoring, corrective action, and reporting requirements.
 - a. Each mill subject to this section must conduct daily monitoring of the influent to the wastewater treatment system in accordance with the procedures described in paragraph
 8.b. of this section for the purpose of detecting leaks and spills, tracking the effectiveness of the BMPs, and detecting trends in spent pulping liquor losses.
 - b. Whenever monitoring results exceed the lower action level for the period of time specified in the BMP Plan, the mill must conduct an investigation to determine the cause of such exceedance. Whenever monitoring results exceed the upper action level for the

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period of time specified in the BMP Plan, the mill must complete corrective action to bring the wastewater treatment system influent mass loading below the lower action level as soon as practicable.

- c. Although exceedances of the action levels will not constitute violations of an NPDES permit or pretreatment standard, failure to take the actions required by paragraph 9.b. of this section as soon as practicable will be a permit or pretreatment standard violation.
- d. Each mill subject to this section must report to the NPDES permitting or pretreatment control authority the results of the daily monitoring conducted pursuant to paragraph 9.a. of this section. Such reports must include a summary of the monitoring results, the number and dates of exceedances of the applicable action levels, and brief descriptions of any corrective actions taken to respond to such exceedances. Submission of such reports shall be at the frequency established by the NPDES permitting or pretreatment control authority, but in no case less than once per year.

OTHER SPECIFIC CONDITIONS VIII.

- 1. Where required by Chapter 471 or Chapter 492, F.S., applicable portions of reports that must be submitted under this permit shall be signed and sealed by a professional engineer or a professional geologist, as appropriate. [62-620.310(4)]
- 2. The permittee shall provide verbal notice to the Department's Northeast District Office as soon as practical after discovery of a sinkhole or other karst feature within an area for the management or application of wastewater, or wastewater sludges. The Permittee shall immediately implement measures appropriate to control the entry of contaminants, and shall detail these measures to the Department's Northeast District in a written report within 7 days of the sinkhole discovery. [62-620.320(6)]
- 3. Existing manufacturing, commercial, mining, and silvicultural wastewater facilities or activities that discharge into surface waters shall notify the Department as soon as they know or have reason to believe:
 - e. That any activity has occurred or will occur which would result in the discharge, on a routine or frequent basis, of any toxic pollutant which is not limited in the permit, if that discharge will exceed the highest of the following levels;
 - (1) One hundred micrograms per liter,
 - (2) Two hundred micrograms per liter for acrolein and acrylonitrile; five hundred micrograms per liter for 2, 4-dinitrophenol and for 2-methyl-4, 6-dinitrophenol; and one milligram per liter for
 - (3) Five times the maximum concentration value reported for that pollutant in the permit application; or
 - f. That any activity has occurred or will occur which would result in any discharge, on a non-routine or infrequent basis, of a toxic pollutant which is not limited in the permit, if that discharge will exceed the highest of the following levels;
 - (1) Five hundred micrograms per liter,
 - (2) One milligram per liter for antimony, or
 - (3) Ten times the maximum concentration value reported for that pollutant in the permit application.

[62-620.625(1)]

4. The permit may be revised, or alternatively, revoked and reissued in accordance with the provisions contained in Rules 62-620.325 and 62-620.345, FAC, if applicable, or to comply with any applicable PERMITTEE:

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effluent standard or limitation issued or approved under Sections 301(b)(2)(C) and (D), 304(b)(2) and 307(a)(2) of the Clean Water Act (the Act), as amended, if the effluent standards, limitations, or water quality standards so issued or approved:

g. Contain different conditions or is otherwise more stringent than any condition in the permit/or;

- h. Control any pollutant not addressed in the permit.
- i. The standard or limitation has been duly adopted by the Department. The permit as revised or reissued under this paragraph shall also contain any other requirements of the Act then applicable.
- 5. The permit may be reopened to adjust effluent limitations or monitoring requirements should future Water Quality Based Effluent Limitation determinations, water quality studies, DEP approved changes in water quality standards, or other information show a need for a different limitation or monitoring requirement.
- 6. The Department may develop a revised or additional Total Maximum Daily Loads (TMDL) during the life of the permit. Once a new or revised TMDL has been established and adopted by rule, the Department may revise this permit to incorporate the final findings of the TMDL.
- 7. With regard to any determination by the Department of any POS or POE, report, and in reopening the permit, the Permittee, may file a petition for formal or informal administrative proceeding, pursuant to sections 120.569 and 120.57, Florida Statutes, and Chapter 62-103, Florida Administrative Code, if it disagrees with or otherwise disputes the Department's determination. The petition must conform with the requirement of rule 62-103.155, Florida Administrative Code, and must be received by the Department's Office of General Counsel, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000, within twenty-one (21) days after receipt of written notice of the Department's determination. Failure to file a petition within this time period shall constitute a waiver by Buckeye of its right to request an administrative proceeding under section 120.57, Florida Statutes. The Department's determination shall be incorporated by reference into this permit and made a part thereof. Notwithstanding other terms of the permit, Buckeye shall have the right to judicial review of the Department's final order entered after any administrative hearing held pursuant to this paragraph, as provided by section 120.68, Florida Statutes.

IX. GENERAL CONDITIONS

- 1. The terms, conditions, requirements, limitations and restrictions set forth in this permit are binding and enforceable pursuant to Chapter 403, Florida Statutes. Any permit noncompliance constitutes a violation of Chapter 403, Florida Statutes, and is grounds for enforcement action, permit termination, permit revocation and reissuance, or permit revision. [62-620.610(1)]
- 2. This permit is valid only for the specific processes and operations applied for and indicated in the approved drawings or exhibits. Any unauthorized deviations from the approved drawings, exhibits, specifications or conditions of this permit constitute grounds for revocation and enforcement action by the Department. [62-620.610(2)]
- 3. As provided in subsection 403.087(7), F.S., the issuance of this permit does not convey any vested rights or any exclusive privileges. Neither does it authorize any injury to public or private property or any invasion of personal rights, nor authorize any infringement of federal, state, or local laws or regulations. This permit is not a waiver of or approval of any other Department permit or authorization that may be required for other aspects of the total project which are not addressed in this permit. [62-620.610(3)]

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4. This permit conveys no title to land or water, does not constitute state recognition or acknowledgment of title, and does not constitute authority for the use of submerged lands unless herein provided and the necessary title or leasehold interests have been obtained from the State. Only the Trustees of the Internal Improvement Trust Fund may express State opinion as to title. [62-620.610(4)]

- 5. This permit does not relieve the permittee from liability and penalties for harm or injury to human health or welfare, animal or plant life, or property caused by the construction or operation of this permitted source; nor does it allow the permittee to cause pollution in contravention of Florida Statutes and Department rules, unless specifically authorized by an order from the Department. The permittee shall take all reasonable steps to minimize or prevent any discharge, reuse of reclaimed water, or residuals use or disposal in violation of this permit which has a reasonable likelihood of adversely affecting human health or the environment. It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit. [62-620.610(5)]
- 6. If the permittee wishes to continue an activity regulated by this permit after its expiration date, the permittee shall apply for and obtain a new permit. [62-620.610(6)]
- 7. The permittee shall at all times properly operate and maintain the facility and systems of treatment and control, and related appurtenances, that are installed and used by the permittee to achieve compliance with the conditions of this permit. This provision includes the operation of backup or auxiliary facilities or similar systems when necessary to maintain or achieve compliance with the conditions of the permit. [62-620.610(7)]
- 8. This permit may be modified, revoked and reissued, or terminated for cause. The filing of a request by the permittee for a permit revision, revocation and reissuance, or termination, or a notification of planned changes or anticipated noncompliance does not stay any permit condition. [62-620.610(8)]
- 9. The permittee, by accepting this permit, specifically agrees to allow authorized Department personnel, including an authorized representative of the Department and authorized EPA personnel, when applicable, upon presentation of credentials or other documents as may be required by law, and at reasonable times, depending upon the nature of the concern being investigated, to:
 - a. Enter upon the permittee's premises where a regulated facility, system, or activity is located or conducted, or where records shall be kept under the conditions of this permit;
 - b. Have access to and copy any records that shall be kept under the conditions of this permit;
 - c. Inspect the facilities, equipment, practices, or operations regulated or required under this permit; and
 - d. Sample or monitor any substances or parameters at any location necessary to assure compliance with this permit or Department rules.

[62-620.610(9)]

10. In accepting this permit, the permittee understands and agrees that all records, notes, monitoring data, and other information relating to the construction or operation of this permitted source which are submitted to the Department may be used by the Department as evidence in any enforcement case involving the permitted source arising under the Florida Statutes or Department rules, except as such use is proscribed by Section 403.111, F.S., or Rule 62-620.302, F.A.C. Such evidence shall only be used to the extent that it is consistent with the Florida Rules of Civil Procedure and applicable evidentiary rules. [62-620.610(10)]

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11. When requested by the Department, the permittee shall within a reasonable time provide any information required by law which is needed to determine whether there is cause for revising, revoking and reissuing, or terminating this permit, or to determine compliance with the permit. The permittee shall also provide to the Department upon request copies of records required by this permit to be kept. If the permittee becomes aware of relevant facts that were not submitted or were incorrect in the permit application or in any report to the Department, such facts or information shall be promptly submitted or corrections promptly reported to the Department. [62-620.610(11)]

- 12. Unless specifically stated otherwise in Department rules, the permittee, in accepting this permit, agrees to comply with changes in Department rules and Florida Statutes after a reasonable time for compliance; provided, however, the permittee does not waive any other rights granted by Florida Statutes or Department rules. A reasonable time for compliance with a new or amended surface water quality standard, other than those standards addressed in Rule 62-302.500, F.A.C., shall include a reasonable time to obtain or be denied a mixing zone for the new or amended standard. [62-620.610(12)]
- 13. The permittee, in accepting this permit, agrees to pay the applicable regulatory program and surveillance fee in accordance with Rule 62-4.052, F.A.C. [62-620.610(13)]
- 14. This permit is transferable only upon Department approval in accordance with Rule 62-620.340, F.A.C. The permittee shall be liable for any noncompliance of the permitted activity until the transfer is approved by the Department. [62-620.610(14)]
- 15. The permittee shall give the Department written notice at least 60 days before inactivation or abandonment of a wastewater facility or activity and shall specify what steps will be taken to safeguard public health and safety during and following inactivation or abandonment. [62-620.610(15)]
- 16. The permittee shall apply for a revision to the Department permit in accordance with Rules 62-620.300, F.A.C., and the Department of Environmental Protection Guide to Permitting Wastewater Facilities or Activities Under Chapter 62-620, F.A.C., at least 90 days before construction of any planned substantial modifications to the permitted facility is to commence or with Rule 62-620.325(2), F.A.C., for minor modifications to the permitted facility. A revised permit shall be obtained before construction begins except as provided in Rule 62-620.300, F.A.C. [62-620.610(16)]
- 17. The permittee shall give advance notice to the Department of any planned changes in the permitted facility or activity which may result in noncompliance with permit requirements. The permittee shall be responsible for any and all damages which may result from the changes and may be subject to enforcement action by the Department for penalties or revocation of this permit. The notice shall include the following information:
 - A description of the anticipated noncompliance;
 - b. The period of the anticipated noncompliance, including dates and times; and
 - c. Steps being taken to prevent future occurrence of the noncompliance.

[62-620.610(17)]

- 18. Sampling and monitoring data shall be collected and analyzed in accordance with Rule 62-4.246 and Chapters 62-160, 62-601, and 62-610, F.A.C., and 40 CFR 136, as appropriate.
 - a. Monitoring results shall be reported at the intervals specified elsewhere in this permit and shall be reported on a Discharge Monitoring Report (DMR), DEP Form 62-620.910(10), or as specified elsewhere in the permit.

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b. If the permittee monitors any contaminant more frequently than required by the permit, using Department approved test procedures, the results of this monitoring shall be included in the calculation and reporting of the data submitted in the DMR.

- c. Calculations for all limitations which require averaging of measurements shall use an arithmetic mean unless otherwise specified in this permit.
- d. Except as specifically provided in Rule 62-160.300, F.A.C., any laboratory test required by this permit shall be performed by a laboratory that has been certified by the Department of Health Environmental Laboratory Certification Program (DOH ELCP). Such certification shall be for the matrix, test method and analyte(s) being measured to comply with this permit. For domestic wastewater facilities, testing for parameters listed in Rule 62-160.300(4), F.A.C., shall be conducted under the direction of a certified operator.
- e. Field activities including on-site tests and sample collection shall follow the applicable standard operating procedures described in DEP-SOP-001/01 adopted by reference in Chapter 62-160, F.A.C.
- f. Alternate field procedures and laboratory methods may be used where they have been approved in accordance with Rules 62-160.220, and 62-160.330, F.A.C.

[62-620.610(18)]

- 19. Reports of compliance or noncompliance with, or any progress reports on, interim and final requirements contained in any compliance schedule detailed elsewhere in this permit shall be submitted no later than 14 days following each schedule date. [62-620.610(19)]
- 20. The permittee shall report to the Department's Northeast District any noncompliance which may endanger health or the environment. Any information shall be provided orally within 24 hours from the time the permittee becomes aware of the circumstances. A written submission shall also be provided within five days of the time the permittee becomes aware of the circumstances. The written submission shall contain: a description of the noncompliance and its cause; the period of noncompliance including exact dates and time, and if the noncompliance has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent recurrence of the noncompliance.
 - a. The following shall be included as information which must be reported within 24 hours under this condition:
 - (1) Any unanticipated bypass which causes any reclaimed water or effluent to exceed any permit limitation or results in an unpermitted discharge,
 - (2) Any upset which causes any reclaimed water or the effluent to exceed any limitation in the permit,
 - (3) Violation of a maximum daily discharge limitation for any of the pollutants specifically listed in the permit for such notice, and
 - (4) Any unauthorized discharge to surface or ground waters.
 - b. Oral reports as required by this subsection shall be provided as follows:
 - (1) For unauthorized releases or spills of treated or untreated wastewater reported pursuant to subparagraph (a)4. that are in excess of 1,000 gallons per incident, or where information indicates that public health or the environment will be endangered, oral reports shall be provided to the STATE WARNING POINT TOLL FREE NUMBER (800) 320-0519, as soon as practical, but no later than 24 hours from the time the permittee becomes aware of the discharge. The permittee, to the extent known, shall provide the following information to the State Warning Point:
 - (a) Name, address, and telephone number of person reporting;

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(b) Name, address, and telephone number of permittee or responsible person for the discharge:

- (c) Date and time of the discharge and status of discharge (ongoing or ceased);
- (d) Characteristics of the wastewater spilled or released (untreated or treated, industrial or domestic wastewater);
- (e) Estimated amount of the discharge;
- (f) Location or address of the discharge;
- (g) Source and cause of the discharge:
- (h) Whether the discharge was contained on-site, and cleanup actions taken to date:
- (i) Description of area affected by the discharge, including name of water body affected, if anv: and
- (i) Other persons or agencies contacted.
- (2) Oral reports, not otherwise required to be provided pursuant to subparagraph b.1 above, shall be provided to the Department's Northeast District within 24 hours from the time the permittee becomes aware of the circumstances.
- c. If the oral report has been received within 24 hours, the noncompliance has been corrected, and the noncompliance did not endanger health or the environment, the Department's Northeast District shall waive the written report.

[62-620.610(20)]

- 21. The permittee shall report all instances of noncompliance not reported under Permit Conditions IX. 17, 18 or 19 of this permit at the time monitoring reports are submitted. This report shall contain the same information required by Permit Condition IX.20 of this permit. [62-620.610(21)]
- 22. Bypass Provisions.
 - "Bypass" means the intentional diversion of waste streams from any portion of a treatment works.
 - b. Bypass is prohibited, and the Department may take enforcement action against a permittee for bypass, unless the permittee affirmatively demonstrates that:
 - (1) Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage; and
 - (2) There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance: and
 - (3) The permittee submitted notices as required under Permit Condition IX. 22. c. of this permit.
 - c. If the permittee knows in advance of the need for a bypass, it shall submit prior notice to the Department, if possible at least 10 days before the date of the bypass. The permittee shall submit notice of an unanticipated bypass within 24 hours of learning about the bypass as required in Permit Condition IX. 20. of this permit. A notice shall include a description of the bypass and its cause; the period of the bypass, including exact dates and times; if the bypass has not been corrected, the anticipated time it is expected to continue; and the steps taken or planned to reduce, eliminate, and prevent recurrence of the bypass.
 - d. The Department shall approve an anticipated bypass, after considering its adverse effect, if the permittee demonstrates that it will meet the three conditions listed in Permit Condition IX. 22. b.(1) through (3) of this permit.
 - e. A permittee may allow any bypass to occur which does not cause reclaimed water or effluent limitations to be exceeded if it is for essential maintenance to assure efficient operation. These bypasses are not subject to the provisions of Permit Condition IX. 22. b. through d. of this permit.

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[62-620.610(22)]

23. Upset Provisions.

a. "Upset" means an exceptional incident in which there is unintentional and temporary noncompliance with technology-based effluent limitations because of factors beyond the reasonable control of the permittee.

- (1) An upset does not include noncompliance caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, careless or improper operation.
- (2) An upset constitutes an affirmative defense to an action brought for noncompliance with technology based permit effluent limitations if the requirements of upset provisions of Rule 62-620.610, F.A.C., are met.
- b. A permittee who wishes to establish the affirmative defense of upset shall demonstrate, through properly signed contemporaneous operating logs, or other relevant evidence that:
 - (1) An upset occurred and that the permittee can identify the cause(s) of the upset;
 - (2) The permitted facility was at the time being properly operated;
 - (3) The permittee submitted notice of the upset as required in Permit Condition IX.5. of this permit; and
 - (4) The permittee complied with any remedial measures required under Permit Condition IX. 5. of this permit.
- c. In any enforcement proceeding, the burden of proof for establishing the occurrence of an upset rests with the permittee.
- d. Before an enforcement proceeding is instituted, no representation made during the Department review of a claim that noncompliance was caused by an upset is final agency action subject to judicial review.

[62-620.610(23)]

Executed in Jacksonville, Florida.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

DRAFT

Gregory J. Strong District Director

DATE: DRAFT

Attachment(s):

Discharge Monitoring Report

BEFORE THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

IN THE MATTER OF:

IN THE OFFICE OF THE NORTHEAST DISTRICT

Administrative Order No.: AO 011-NED

Buckeye Florida, L.P. One Buckeye Drive Perry, Florida 32248

NPDES Permit No. FL0000876

ADMINISTRATIVE ORDER ESTABLISHING COMPLIANCE SCHEDULE

I. STATUTORY AUTHORITY

The Department of Environmental Protection ("Department") administers Florida's National Pollution Discharge Elimination Program ("NPDES") permitting and enforcement program under Sections 403.088 and 403.0885, Florida Statutes ("F.S."), and Chapters 62-4, 62-302, 62-620, 62-650 and 62-660, Florida Administrative Code ("F.A.C."). The Department has jurisdiction over the matters addressed in this Administrative Order ("Order"). The Department issues this Order under the authority of Section 403.088, F.S.

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The Department makes the following findings of fact:

II. FINDINGS OF FACT

- 1. Buckeye Florida, L.P. ("Buckeye"), is a Florida limited partnership and is a person under Section 403.031, F.S.
- 2. Buckeye owns and operates a dissolving kraft pulp manufacturing mill and associated industrial wastewater facility located in Taylor County, Florida, which discharges industrial wastewater into the Fenholloway River, which are Class III waters of the state.
- 3. In December 1994, the Department finalized the Fenholloway Use Attainability Analysis ("UAA"), which concluded that the attainment of Class III designated uses and water quality criteria in the Fenholloway River was technologically and economically attainable based on specified manufacturing changes, treatment technologies and discharge point relocation. In December 1994, the Environmental Regulation Commission ("ERC") voted to repeal the Class V designation of the Fenholloway River, effective December 31, 1997. The Class V designation is for waters with designated navigation, utility and industrial uses. The ERC's action had the effect of designating the Fenholloway River as a Class III water body, effective January 1, 1998. Class III designated uses are

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recreation and the propagation and maintenance of healthy, wellbalanced population of fish and wildlife.

- 4. In March 1995, the Department and Buckeye entered into the Fenholloway River Agreement to implement the findings and recommendations of the UAA. The Fenholloway River Agreement established an overall schedule to attain Class III designated uses and water quality criteria in the Fenholloway River, Estuary and Gulf of Mexico. The Fenholloway River Agreement provided a schedule by which Buckeye would obtain the necessary permits and approvals.
- 5. In May 1995, Buckeye applied to the Department for the renewal of its NPDES Permit No. FL0000876. In August 1997, the Department issued a proposed NPDES permit which would have allowed for the implementation of the UAA findings and the conditions of the Fenholloway River Agreement. Subsequently, the U.S. Environmental Protection Agency ("EPA") formally objected to the proposed NPDES permit and the permitting process was abated pending resolution of the EPA's objections. Based upon the inability to timely obtain the necessary NPDES permit, Buckeye requested that the Department recognize the occurrence of a Force Majeure event with regard to the Fenholloway Agreement, and in April 1997 the Department determined the delays in the project were beyond Buckeye's control.

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- 6. Subsequent to EPA's objection to the 1997 NPDES permit, the UAA findings were subjected to two additional studies that have evaluated concerns primarily related to the relocation of the discharge. These comprehensive involved the EPA, the Department, and Buckeye. One of the studies also involved representatives from the Clean Water Network (CWN), the Natural Resources Defense Council (NRDC) and their environmental experts and scientists. These studies concluded that the achievement of Class III designated uses and applicable water quality criteria would not be possible without the relocation of the discharge. Following completion of the studies, the EPA provided comments to the Department on the measures that would be required to overcome the EPA's objections to the draft NPDES permit.
- 7. In August 2005, the Department revised the proposed NPDES permit to address the EPA's objections. The Department completed the required public notice, review and comment process and issueda formal Notice of Intent to Issue Permit in November 2005. The proposed NPDES permit was formally challenged by third-parties. However, in January 2008, the Division of Administrative Hearings entered an Order Closing Files. The Department proceeded with revisions to the proposed NPDES permit

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based upon additional studies and the development of a total maximum daily load (TMDL) for nutrients.

- Throughout the permitting process, Buckeye 8. voluntarily continued to undertake and complete major in-plant manufacturing process modifications. These process modifications eliminated the use of elemental chlorine, substituted the use of 100% chlorine dioxide, and added the use of oxygen and peroxide in the purification (bleaching) process. Buckeye also replaced the brownstock washing, screening and knotter processes for Mill No. 2 and the knotter process for Mill No. 11 and implemented Best Management Practices (BMPs) for spent pulping liquor, soap, turpentine management, spill prevention and control in improvements were accordance with 40 CFR Part 430. These initially certified to the Department on April 14, 1999, and then subsequently on July 9, 2004 and July 20, 2009. Through these improvements it is anticipated that pollutant reductions should occur in effluent flow, biochemical oxygen demand(BOD) mass, color mass, sodium mass, and a marginal mass reduction of adsorbable organic halides (AOX).
- 9. Buckeye has also initiated a headwater hydroperiod enhancement project to restore the hydrology of freshwater

These improvements are outlined in "The Fenholloway River Evaluation Initiative Process Technology Workgroup Report" and represent Best Available Technology (BAT) for the control of pollutants for the Dissolving Subcategory as EPA concluded in 2007.

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portion of the Fenholloway River to more natural/background conditions. The headwater hydroperiod enhancement project involves the enhancement of a roughly 6,748-acre wetland site in the San Pedro Bay, headwaters of the Fenholloway River. Buckeye has already received an Environmental Resource Permit as well as an U.S. Army Corps of Engineers nationwide permit for the wetland enhancement project.

- 10. In April, 2010, Buckeye amended its application for the renewal of its NPDES Permit. As part of the application for the renewal of the NPDES Permit, Buckeye has proposed the following improvements:
 - (a) In-plant Manufacturing Process Changes. Buckeye is divided into two fiberlines, each with separate brown-stock washing and screening operations and separate bleach (purification) plants. Mill No. 1 produces dissolving and specialty grades while Mill No. 2 produces mostly papergrade pulps and some dissolving and specialty grades. In addition to the significant process modifications that have already been made, Buckeye completed new advanced delignification evaluations for Mill No. 1 and No. 2. Buckeye determined that it was possible to implement oxygen delignification technologies on Mill No. 2 in conjunction with upgrading the existing brownstock washing and

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> screening operations on Mill No. 1. The oxygen delignification system has already been installed on Mill No. 2. The No. 1 washing and screening upgrades will eliminate the decker seal tank discharge and will lower the washable salt cake carry-over to the purification (bleaching) process. The Mill No. 2 upgrades will lower further the discharge of chlorinated organic byproducts and should result in additional improvements in final effluent flow, biological oxygen demand ("BOD5"), color, sodium, and absorbable organic halides ("AOX"). By implementing advanced delignification technologies, Buckeye goes beyond the BAT basis envisioned by EPA for the dissolving subcategory and significantly improves treatment plant influent quality and quantity requiring a modified scope for advanced wastewater treatment and discharge;

(b) Existing Wastewater Treatment System. Following appropriate pilot studies to determine the technical and economic viability of various potential modifications, Buckeye will modify its existing wastewater treatment system. These modifications will consist of converting the existing aerated stabilization basin system to a modified activated sludge wastewater treatment system. These modifications are intended to achieve the water quality

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based effluent limits(WQBEL)established in the level II

WQBEL technical report, which confirmed compliance with

EPA's Nutrient TMDLs for the Fenholloway Estuary. These
improvements will also remove existing No 2 lagoon cells
with legacy biosolids from flow-through service
significantly reducing the potential for re-suspension and
discharge of legacy biosolids associated with the existing
No 2 lagoon; and

Relocation of the Discharge Point and Construction of Pipeline. Buckeye will relocate its existing effluent discharge point from the freshwater portion of the Fenholloway River to an estuarine location approximately 1.5 miles from the mouth of the river. The relocation of the discharge point will necessitate the construction of an approximately 15 mile long effluent transmission pipeline. The relocation of the discharge point is intended to resolve the following water quality issues in the fresh water portion of the River: specific conductance, dissolved oxygen, unionized ammonia, chronic toxicity, and biological integrity as results from the current discharge. The pipeline project will include a sub-aqueous diffuser discharge. Buckeye has received an Environmental Resource

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Permit and U.S. Army Corp of Engineers 404 Permit for the construction of the effluent transmission pipeline.

- 11. Sections 403.088(2)(e) and (f), F.S., authorize the
 Department to issue a permit for the discharge of pollutants
 into the waters of the state, accompanied by an order
 establishing a schedule for achieving compliance with all
 permit conditions, if specified criteria have been met. This
 Order establishes the overall schedule for the construction and
 implementation of the: (a) In-plant Manufacturing Process
 Improvements; (b) Improvements to the Existing Wastewater
 Treatment System; and (c) Relocation of the Discharge Point
 including the construction of an effluent transmission
 pipeline and diffuser. These actions are needed to bring
 Buckeye's facility into compliance with the effluent
 limitations and specific conditions of NPDES Permit No.
 FL0000876.
- 12. The Department has determined that these steps are the most environmentally appropriate means of achieving long-term compliance with the Class III designated use and applicable water quality criteria in the Fenholloway River and near-shore area of Apalachee Bay. In consideration of the complex nature of the overall project, this compliance schedule is consistent with Sections 403.151 and 403.088, F.S., which allow the

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Department to establish a reasonable schedule for compliance with a permit or rules of the Department. The Department makes the following findings pursuant to Section 403.088, F.S.:

- (a) Buckeye has submitted plans and a reasonable schedule for constructing, installing, or placing into operation, an approved pollution abatement facility or alternative waste disposal system.
- (b) Buckeye needs permission to continue to discharge to waters of the state for a period of time necessary to complete planning, construction, installation, and operation of an approved and acceptable pollution abatement facility or alternative waste disposal system;
- (c) There is no present, reasonable, alternative means of disposing of the waste other than by discharging it into the waters of the state;
- (d) The granting of an operation permit will be in the public interest; and
- (e) The discharge will not be unreasonably destructive to the quality of the receiving waters.
- 13. Pending the implementation and completion of the actions required by this Order, Buckeye's wastewater effluent may not meet the following parameters at D-001, a Class III freshwater:

| Parameter | Reporting Units | Basis |
|--|----------------------|---|
| Carbonaceous Biological Oxygen Demand (5 day) | lbs/day | Level II WQBEL and EPA TMDL |
| Dissolved Oxygen | Percent saturation | Level II WQBEL and Rule 62-302.533 FAC |
| Total Nitrogen (as N) Total Phosphorous (as P) | lbs/day mg/L | Level II WQBEL and Rule 62-302.530 F.A.C. |
| Chlorophyll a Biological Integrity | Microgram/L | Rule 62-302.530 |
| Specific Conductance | umhos/cm | Rule 62-302.530 Rule 62-302.530, F.A.C |
| Chronic Toxicity | percent | Rule 62-302.530, F.A.C |
| Transparency | Light measurement | Rule 62-302.530, F.A.C |
| Color | lb equivalents / day | Rule 62-302.530, F.A.C |
| Unionized ammonia | mg/L | Rule 62-302.530, F.A.C |
| Ammonia nitrogen | lbs/day as N | Level II WQBEL and EPA TMDL |

14. This Order and the associated NPDES Permit No. FL0000876 constitute the Department's authorization to discharge pollutants to waters of the state under the state administered NPDES program. This Order also includes a compliance schedule for project implementation.

I. ORDER

Based on the foregoing findings of fact, IT IS ORDERED,

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15. Except for the following interim discharge limits, Buckeye shall comply with all other permit conditions and effluent limits of NPDES Permit No. FL0000876.

Part I - Actions

- 16. Buckeye shall undertake the following actions to achieve compliance with the effluent limitations and specific conditions of the NPDES Permit No. FL0000876. Pursuant to the requirements of this Order, Buckeye shall implement the following actions in addition to Part VI.2 of the permit:
 - (a) In-Plant Manufacturing Process Improvements. Within 24 months of the effective date of this Order, Buckeye shall undertake and complete the proposed upgrades to the Mill No. 1 brownstock washing and screening operations. The upgraded brownstock washing and screening system will eliminate the decker seal tank discharge and will lower the washable salt cake carry-over to the bleaching process.

 These improvements are consistent with the EPA Background Information Document for Permit Writers: Dissolving Kraft and Dissolving Sulfite Pulp Mills (May 2007);
 - (b) Modifications to the Existing Wastewater Treatment

 Facility. Within 12 months of the effective date of this

 Order, Buckeye shall submit a description of the pilot

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> plant studies necessary to determine the nature and extent of the modifications that will be made to the existing wastewater treatment facility to achieve applicable water quality criteria for the Department's review and approval. Within 18 months of Department approval, or 12 months of completion of upgrades to No. 1 Brownstock washing and screening, whichever is later, Buckeye will complete the pilot plant studies. These modifications will include, but are not limited to; converting the existing aerated stabilization basin system to a modified activated sludge wastewater treatment system. Within 3 months of completion of the pilot studies, Buckeye shall submit for the Department's review and approval a description of planned modifications and a construction schedule for the implementation of the modifications. Buckeye shall complete the modifications to the wastewater treatment facility within 24 months of Department approval of planned modifications and no later than 60 months from the effective date of this Order;

> (c) Construction of the Effluent Transmission Pipeline.
>
> The final design for the relocation pipeline, diffuser, and other necessary and related systems was originally issued by Environmental Resource Permit No. 62-276889 which is

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> still in effect. In order to optimize the benefit of facility modifications mentioned above, Buckeye will submit a modified design for the relocation pipeline, diffuser, and other necessary and related systems for the Department's review and approval. Within 60 months of the effective date of this Order, Buckeye shall commence construction of the effluent relocation pipeline system. Buckeye shall submit for the Department's review and approval a plan and a schedule for the phase-in of effluent discharge from the existing discharge point to the new discharge point. This may include the periodic use of the existing discharge D-001 until all systems associated with the new discharge have been verified and proven. Within 84 months of the effective date of this Order, Buckeye shall complete construction and place into full operation the effluent transmission pipeline, diffuser, and the other necessary and related systems. No later than 84 months of the effective date of this Order, Buckeye shall cease discharge at D-001 except as otherwise authorized by NPDES Permit FL0000876 or this Order;

(d) Plan of Study for the Oxygen Injection System - Within 3 months of the initiation of the pilot plant studies described in paragraph 16(b) above, Buckeye will

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develop and submit for the Department's approval a Plan of Study (POS) and schedule for monitoring and maintaining the DO limit for the effluent discharged at the pipeline diffuser. The POS shall be designed and implemented to demonstrate whether Buckeye's effluent will meet the permit limit for DO at the pipeline diffuser without the need for oxygen injection. Buckeye may also develop a surrogate effluent monitoring limit to be applied prior to the pipeline that will ensure compliance with the permit limit. Upon completion, Buckeye shall submit the results of the POS to the Department.

- (e) Response Action Requirements for the Plans of Study.

 Within 60 days of receipt of the POS or subsequent submittals of additional information, the Department shall request submittal of any additional information needed to review the POS. If the Department requests additional information concerning the POS, Buckeye shall submit the requested information within 45 days of receipt of written notice.
- 17. Reporting requirements: Buckeye shall provide the Department with quarterly reports documenting the progress toward compliance with the time frames specified above, beginning no more than 90 days from the effective date of this

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Order. Compliance reports or other information required by this Order shall be sent either electronically or by mail to the Industrial Wastewater Section, DEP Northeast District, 8800 Baymeadows Way West, Suite 100, Jacksonville, FL 32256.

Part II: Interim and Final Discharge Limits

18. Pending implementation, completion and verification of the actions required by this Order, the industrial wastewater effluent from the Buckeye's facility will not meet all water quality criteria, or the effluent limits specified in Part I.A.1 of NPDES Permit No. FL0000876.

Surface Water Discharges D-001 - Interim Limits

19. Commencing on the effective date of this Order and continuing until the in-Plant Manufacturing Process Improvements and Modifications to Existing Wastewater Treatment required in Paragraphs 16(a) and 16(b) are completed and verified, any discharge of wastewater from Outfall D-001 shall comply with the monitoring requirements and limits specified in Table 1 below, in lieu of Part I.A.1. of NPDES Permit No. FL0000876.

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Table 1 - Interim Limits D-001

| | | | Efflue | ent Limitations | Moni | toring Requirem | ents |
|------------------------------------|----------|-------------|------------------|----------------------------------|--------------------------|--|--------------------|
| Parameter | Units | Max/ Min | Limit | Statistical Basis | Frequency of Analysis | Sample Type | Monitoring Site |
| Flow | MGD | Max Max | Report Report | Daily Maximum Monthly Average | Continuous | Recording Flow Meter with Totalizer | EFF-1 |
| Biochemical Oxygen Demand-5 | mg/L | Max | Report | Monthly Average | 3 Days/Week | 24-hr FPC | EFF-1 |
| Biochemical Oxygen Demand-5 | 1b/day | Max Max | 13,200 19,800 | Monthly Average Daily Maximum | 3 Days/Week | Calculated | CAL-1 |
| Solids, Total Suspended | mg/L | Max | Report | Monthly Average | 3 Days/Week | 24-hr FPC | EFF-1 |
| Solids, Total Suspended | lb/day | Max Max | 25,000 50,000 | Monthly Average Daily Maximum | 3 Days/Week | Calculated | CAL-1 |
| pll** | s.u. | Min Max | 6.0 8.5 | Daily Minimum Daily Maximum | 3 Days/Week | Grab | EFF-1 |
| Oxygen, Dissolved (DO) | mg/L | Min | 5 | Daily Minimum | 3 Days/Week | Grab | EFF-1A* |
| Ammonia, Unionized (as NH3)** | mg/L | Max | Report | Daily Maximum | Monthly | Calculated | EFF-1 |
| Nitrogen, Total (as N) | mg/L | Max | Report | Monthly Average | Monthly | Grab | EFF-1 |
| Nitrogen, Total (as N) | lb/day | Max Max | Report Report | Daily Maximum Monthly Average | Monthly | Calculated | CAL-1 |
| Nitrogen, Ammonia, Total (as N) ** | lb/day | Max | Report Report | Daily Maximum Monthly Average | Monthly | Grab | CAL-1 |
| Phosphorus, Total (as P) | mg/L | Max | Report | Monthly Average | Monthly | Grab | EFF-1 |
| Phosphorus, Total (as P) | lb/day | Max Max | Report Report | Daily Maximum Monthly Average | Monthly | Calculated | CAL-1 |
| Temperature (C), Water** | Deg C | Max | Report | Daily Maximum | 3 Days/Week | Grab | EFF-1 |
| Specific Conductance | umhos/cm | Max | 4,000 | Daily Maximum | Monthly | Grab | EFF-1 |
| Color | lb/day | Max | 438,350 | Annual Average | Monthly | Calculated | CAL-1 |
| Color | PCU | Max Max | Report Report | Daily Maximum Monthly Average | Monthly | Grab | EFF-1 |
| Copper, Total Recoverable | ug/L | Max | Report | Daily Maximum | Monthly | Grab | EFF-1 |

| | | | Effluent Limitations | | Moni | toring Requirem | ents |
|--|---------|-------------|----------------------|----------------------|--------------------------|------------------------------------|--------------------|
| Parametër | Units | Max/ Min | Limit | Statistical Basis | Frequency of Analysis | Sample Type | Monitoring Site |
| Nickel, Total Recoverable | ug/L | Max | Report | Daily Maxmimum | Quarterly | Grab | EFF-1 |
| 2,3,7,8-tetrachlorodibenzo- p-dioxin (TCDD) | pg/L | Max | Report | Daily Maximum | Quarterly | 24-hr FPC | EFF-1 |
| Acute Whole Effluent Toxicity, 96-hr LC50 (Americamysis bahia) | percent | Min | 100 | Single Sample | Quarterly | Derived from chronic survival data | EFF-1 |
| Acute Whole Effluent Toxicity, 96-hr LC50 (Menidia beryllina) | percent | Min | 100 | Single Sample | Quarterly | Derived from chronic survival data | F.F.F-1 |
| Chronic Whole Effluent Toxicity, 7-Day IC25 (Americamysis bahia) | percent | Min | Report | Single Sample | Quarterly | 24-hr FPC | E F F - 1 |
| Chronic Whole Effluent Toxicity, 7-Day IC25 (Menidia beryllina) | percent | Min | Report | Single Sample | Quarterly | 24-hr FPC | EFF-1. |

^{*}DO concentration is measured at exit of the discharge pipe into the discharge canal.

20. The above-referenced interim limits for D-001 are established to allow Buckeye sufficient time to undertake and complete the actions required under Paragraphs 16 (a)

^{**} Effluent samples for pH and temperature shall be monitored at the same time and location as the total ammonia grab sample which is used to calculate the un-ionized ammonia value. Un-ionized ammonia shall be calculated using the DEP Standard Operating Procedure for "Calculation of Un-Ionized Ammonia in Fresh Water" dated February 12, 2001. [Rules 62-4.246(4) and 62-302.530(3), F.A.C.]

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and (b) of this Order. The current effluent location, D-001, discharges to the Fenholloway River, Class III Freshwater (WBID# 3473B).

Surface Water Discharges D-001 & D-002 - Interim Limits

21. Beginning upon completion and verification of the requirements of paragraph 16(b) and continuing until 84 months from the date of this Order, any discharge of wastewater from Outfall D-001 and D-002, shall comply with the monitoring requirements and limits specified in Table 2, below in lieu of Part I.A.1. of the permit. These interim limits will allow the time necessary to complete construction and verification of the effluent transmission pipeline and effectively transition from Outfall D-001 to Outfall D-002. The future effluent location, D-002, discharges to the Fenholloway River estuary, Class III Marine (WBID# 3473A).

Table 2 - Interim Limits D-001/D-002

| | | | Effluent 1 | Limitations | Monito | oring Require | ements |
|-----------|-------|-------------|------------------|----------------------------------|-----------------------|--|---------------------------|
| Parameter | Units | Max/ Min | Limit | Statistical Basis | Frequency of Analysis | Sample Type | Monitoring Site Number |
| Flow | MGD | Max Max | Report Report | Daily Maximum Monthly Average | Continuous | Recording Flow Meter with Totalizer | EFF-1 |

| | | | Effluent 1 | Limitations | Monit | oring Require | ements |
|-----------------------------------|----------|-------------------|-----------------------------------|---|--------------------------|----------------|---------------------------|
| Parameter | Units | Max/ Min | Limit | Statistical Basis | Frequency of Analysis | Sample Type | Monitoring Site Number |
| BOD, Carbonaceous 5 day, 20C | mg/L | Max | Report | Monthly Average | 3 Days/Week | 24-hr FPC | EFF-1 |
| BOD, Carbonaceous 5 day, 20C | lb/day | Max Max | 4,018 6,429 | Monthly Average Daily Maximum | 3 Days/Week | Calculated | CAL-1 |
| Solids, Total Suspended | mg/L | Max | Report | Monthly Average | 3 Days/Week | 24-hr FPC | EFF-1 |
| Solids, Total Suspended | lb/day | Max Max | 8,360 17,600 | Monthly Average Daily Maximum | 3 Days/Week | Calculated | CAL-J. |
| pH** | s.u. | Min Min Max | 6.0 (D-001) 6.5 (D-002) 8.5 | Daily Minimum Daily Minimum Daily Maximum | 3 Days/Week | Grab | EFF-1 |
| Oxygen, Dissolved (DO) | mg/L | Min | 5 | Daily Minimum | 3 Days/Week | Grab | EFF-1A* or D-002 |
| Ammonia, Unionized (as NH3) ** | mg/L | Max | Report(D-001) | Daily Maximum | Monthly | Calculated | EFF-1 |
| Phosphorus, Total (as P) | mg/L | Max | Report | Monthly Average | Month1y | Grab | EFF-1 |
| Phosphorus, Total (as P) | lb/day | Max Max | Report 600 | Monthly Average Annual Average | Month1y | Calculated | CAL-1 |
| Nitrogen, Total (as N) | mg/L | Max | Report | Monthly Average | Monthly | Grab | EFF-1 |
| Nitrogen, Total (as N) | 1b/day | Max Max | Report 2,698 | Monthly Average Annual Average | Monthly | Calculated | CAL-1 |
| Nitrogen, Ammonia, Total (as N)** | mg/l | Max | Report | Monthly Average | Monthly | Grab | EFF-1 |
| Ammonia Nitrogen (as N) | lb/day | Max | 365 | Monthly Average | Month1y | Calculated | CAL-1 |
| Temperature (C), Water** | Deg C | Max | Report (D-001) Table 3 (D-002) | Daily Maximum | 3 Days/Week | Grab | EFF-1 |
| Specific Conductance | umhos/cm | Max | 4,000 (D-001) | Daily Maximum | Monthly | Grab | EFF-1 |
| Color | lb/day | Max | 353,199 | Annual Average | Monthly | Calculated | CAL-1 |
| Color | PCU | Max Max | Report Report | Daily Maximum Annual Average | Monthly | Grab | EFF-1 |
| Copper, Total Recoverable | ug/L | Max | Report (D-001) 8.0(D-002) | Daily Maximum Daily Maximum | Monthly | Grab | EFF-1 |

| | | | Effluent I | Limitations | Monitoring Requirements | | | |
|--|---------|-----------------------------|------------------------------|--------------------------------|-------------------------|--|---------------------------|--|
| Parameter | Units | Max/ Min | Limit | Statistical Basis | Frequency of Analysis | Sample Type | Monitoring Site Number | |
| Nickel, Total Recoverable | ug/L | Max | Report (D-001) 8.3(D-002) | Daily Maximum Daily Maximum | Quarterly | Grab | EFF-1 | |
| 2,3,7,8- tetrachlorodibenzo-p- dioxin (TCDD) | pg/L | Max | 0.014 | Daily Maximum | Quarterly | 24-hr FPC | EFF-1 | |
| Acute Whole Effluent Toxicity, 96-hr LC50 (Americamysis bahia) | percent | Min | 100 | Single Sample | Quarterly | Derived from chronic survival data | EFF-1 | |
| Acute Whole Effluent Toxicity, 96-hr LC50 (Menidia beryllina) | percent | Min | 100 | Single Sample | Quarterly | Derived from chronic survival data | EFF-1 | |
| Chronic Whole Effluent Toxicity, 7-Day IC25 (Americamysis bahia) | percent | Min | 25 | Single Sample | Quarterly | 24-hr FPC | EFF-1 | |
| Chronic Whole Effluent Toxicity, 7-Day IC25 (Menidia beryllina) | percent | Min | 25 | Single Sample | Quarterly | 24-hr FPC | EFF-1 | |
| Biological Integrity | | See Permit condition I.A.12 | | | | | | |

^{*}DO concentration is measured at exit of the discharge pipe into the discharge canal.

^{**}Effluent samples for pH and temperature shall be monitored at the same time and location as the total ammonia grab sample which is used to calculate the un-ionized ammonia value. Un-ionized ammonia shall be calculated using the DEP Standard Operating Procedure for "Calculation of Un-Ionized Ammonia in Fresh Water" dated February 12, 2001. [Rules 62-4.246(4) and 62-302.530(3), F.A.C.]

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For Table 1 and Table 2, effluent samples shall be taken at the monitoring site locations listed above and as described below:

| Monitoring Location Site Number Description of Monitoring Location | | |
|--|--|--|
| EFF-1 | Final effluent after treatment prior to discharge. | |
| EFF-1A | EFF-1A is at exit of discharge pipe. | |
| CAL-1 | Calculated value from EFF-1. | |

For D-002, the following effluent temperature limits apply:

Table 3: Temperature Limits

| Month | Effluent |
|-----------|-------------|
| | Temperature |
| | Limit (C) |
| January | 24.9 |
| February | 24.7 |
| March | 27.9 |
| April | 33.4 |
| May | 36.0 |
| June | 33.3 |
| July | 33.9 |
| August | 32.3 |
| September | 32.6 |
| October | 32.1 |
| November | 28.4 |
| December | 27.7 |

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22. The above-referenced interim limits for Outfalls D-001 and D-002 are established to allow Buckeye sufficient time to undertake and complete the actions required under Paragraphs 16(c) of this Order.

Surface Water Discharges D-002

23. Beginning 84 months after the effective date of this Order, any discharge of wastewater from Outfall D-002, shall comply with all final Permit limits and Buckeye shall cease discharge through D-001.

Part III: Miscellaneous

24. Administrative Proceeding - With regard to any agency action taken by the Department with respect to implementing the requirements of this Order, Buckeye may file a petition for formal or informal administrative proceeding, pursuant to Sections 120.569 and 120.57, F.S., and Chapters 62-110 and 28-106, F.A.C., if it disagrees with or otherwise disputes the Department's agency action. The petition must conform to the requirement of Rule 62-110.106, F.A.C., and must be received by the Department's Office of General Counsel, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000, within twenty-one (21) days after receipt of written notice from the Department of any determination that Buckeye wishes to challenge. The failure to file a petition within this time period shall constitute a waiver by Buckeye of its right to request an administrative proceeding under section 120.569 and 120.57,

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- Force Majeure: If an event occurs that causes delay or 25. the reasonable likelihood of delay in the achievement of the requirements of this Order, Buckeye shall have the burden of proving that the delay was or will be caused by circumstances beyond its reasonable control that could not have been overcome by due diligence. Upon occurrence of such an event or upon such an event becoming likely Buckeye shall within 7 days, notify the Department orally and as soon thereafter as possible in writing of the anticipated length and cause of the delay, the measures taken or to be taken to prevent or minimize the delay, and the timetable by which Buckeye intends to implement these measures. If Buckeye demonstrates that the delay or anticipated delay has been or will be caused by circumstances beyond its reasonable control, the time for performance hereunder shall be extended for a period equal to the delay resulting from such circumstances.
- Notice of Rights Buckeye shall publish the following notice in a newspaper of regular circulation in Taylor County, Florida. The notice shall be published one time only within 15 days after the effective date of the Order. Buckeye shall provide the Department with a copy of the notice within 14 days of publication.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION NOTICE OF ADMINISTRATIVE ORDER

The Department of Environmental Protection gives notice of agency action of entering into an Administrative Order with Buckeye Florida, L.P. pursuant to Section 120.57(4), F.S. The Administrative Order amends the previous draft permit proposed for this facility and will lead to the achievement of Class III water quality standards in the Fenholloway River. The Facility is located at State Road 30 near Perry, Taylor County, Florida at Latitude: 30° 03' 53" North, Longitude: 83° 33' 12" West. The Administrative Order is available for public inspection during normal business hours, 8:00 a.m. to 5:00 p.m., Monday through Friday, except legal holidays, at the Department of Environmental Protection, Northeast District, 8800 Baymeadows Way West, Suite 100, Jacksonville, Florida 32256.

Persons whose substantial interests are affected by this Administrative Order have a right to petition for an administrative hearing on the Administrative Order. The Petition must contain the information set forth below and must be filed (received) in the Department's Office of General Counsel, 3900 Commonwealth Boulevard, MS# 35, Tallahassee, Florida 32399-3000, within 21 days of receipt of this notice. A copy of the Petition must also be mailed at the time of filing to the District Office named above at the address indicated. Failure to file a petition within the 21 days constitutes a waiver of any right such person has to an administrative hearing pursuant to Sections 120.569 and 120.57, F.S.

The petition shall contain the following information:

- (a) The name, address, and telephone number of each petitioner; the Department's identification number for the Administrative Order and the county in which the subject matter or activity is located;
- (b) A statement of how and when each petitioner received notice of the Administrative Order;
- (c) A statement of how each petitioner's substantial interests are affected by the Administrative Order;
- (d) A statement of the material facts disputed by petitioner, if any;
- (e) A statement of facts which petitioner contends warrant reversal or modification of the Administrative Order;

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- (f) A statement of which rules or statutes petitioner contends require reversal or modification of the Administrative Order; (g) A statement of the relief sought by petitioner, stating precisely the action petitioner wants the Department to take with respect to the Administrative Order.
- If a petition is filed, the administrative hearing process is designed to formulate agency action. Accordingly, the Department's final action may be different from the position taken by it in this Notice. Persons whose substantial interests will be affected by any decision of the Department with regard to the subject Administrative Order have the right to petition to become a party to the proceeding. The petition must conform to the requirements specified above and be filed (received) within 21 days of receipt of this notice in the Office of General Counsel at the above address of the Department. Failure to petition within the allowed time frame constitutes a waiver of any right such person has to request a hearing under Sections 120.569 and 120.57, F.S., and to participate as a party to this proceeding. Any subsequent intervention will only be at the approval of the presiding officer upon motion filed pursuant to Rule 28-106.205, Florida Administrative Code.

Mediation under Section 120.573, F.S., is not available.

- 27. Buckeye shall allow all authorized representatives of the Department access to the property and facility at reasonable times for the purpose of determining compliance with the terms of this Order and the Department's rules and statutes.
- 28. This Order shall be effective through the time periods specified in paragraph 8 through 16.
- 29. This Order may be modified for good cause as described in Rule 62-620.325, F.A.C.

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30. This Order does not operate as a permit under section 403.088, F.S.

31. Buckeye's failure to comply with the requirements of this Order shall constitute a violation of this Order and NPDES Permit No. FL0000876, and may subject Buckeye to penalties as provided in Section 403.161, F.S.

32. This Order is a final order of the Department pursuant to Section 120.52(7), F.S., and it is final and effective on the date filed with the Clerk of the Department unless a Petition for Administrative Hearing is filed in accordance with Chapter 120, F.S. Upon the timely filing of a petition this Order will not be effective until further order of the Department.

DONE AND ORDERED on DRAFT in Jacksonville, Florida.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

DRAFT

Gregory J. Strong District Director

Copies furnished by email to:

Marshall Hyatt, US EPA, Region IV Elsa Potts, P.E., FDEP, Tallahassee Taylor County Health Department

FACT SHEET FOR STATE OF FLORIDA INDUSTRIAL WASTEWATER FACILITY PERMIT

PERMIT NUMBER:

FL0000876-001 (Major)

FACILITY NAME:

Buckeye Florida

FACILITY LOCATION:

1 Buckeye Drive, Perry, FL 32348-7702

Taylor County

NAME OF PERMITTEE:

Buckeye Florida, L.P.

PERMIT WRITER:

Melissa Long, P.E.; Jeff Martin, P.E.

1. SUMMARY OF APPLICATION

a. Chronology of Application

Application Number:

FL0000876-001-IW1S

Application Submittal Date:

May 25, 1995 - Renewal application

January 28, 2005 – amended application

April 24, 2010 - updated and amended application

July 25, 2013 – supplemental effluent sampling results

b. Type of Facility

Production of Dissolving Kraft Pulp (specialty and papergrade cellulose)

Production Quantity: 1250 air-dry tons/day (40 CFR 430- Subpart A).

SIC Code:

2611 - Pulp Mills

c. Facility Capacity

Existing Permitted Capacity:

58 mgd Design Flow

Proposed Increase in Permitted Capacity:

0 mgd Design Flow

Proposed Total Capacity:

58 mgd Design Flow

d. Description of Wastewater Treatment

The Permittee operates a Dissolving Kraft Pulp mill, with an associated cellulosic bio-refinery pilot plant owned by the University of Florida, within its process boundaries. Also in connection with the facility, the Permittee operates an on-site solid waste facility which disposes of non-hazardous waste

resulting from its activities on its property. This permit includes a groundwater monitoring plan for the on-site solid waste disposal facility.

Existing Treatment System: A 58 million gallon per day (design) industrial wastewater treatment system that includes a lift station, bar racks, a 320-foot diameter primary clarifier with skimming pond, sludge pumps, 225 acres of solids settling basins with conveyance structures, and a 30-acre aerated stabilization basin followed by a 120-acre aerated stabilization basin.

Proposed Modified Treatment System: Conversion of the existing aerated stabilization basin system to a modified activated sludge wastewater treatment system, including the isolation of the biosolids in the existing No. 2 lagoon. Construction and operation of modifications to the existing wastewater treatment system to address applicable water quality criteria will be based on a required pilot plan intended to provide efficient reduction of ammonia nitrogen and prevent loss of existing settled solids and effluent disposal system including adequate wastewater holding capacity (30 million gallons), secondary clarification system, an effluent pump station, an approximately 15 mile treated wastewater pipeline, an effluent oxygenation system if needed, and an outfall/diffuser structure discharging treated effluent to the Lower Fenholloway River and Estuary through Outfall D-002. The pipeline and outfall/diffuser structure will be subsurface and will not be visible.

e. <u>Description of Effluent Disposal and Land Application Sites (as reported by applicant)</u>

Current discharge location: Upper Fenholloway River about 25 miles upstream from the Gulf of Mexico, Class III Fresh Waters, Outfall Designation D-001.

Proposed discharge location, Lower Fenholloway River and Estuary, Class III Marine Waters, Outfall Designation D-002.

Discharge Monitoring Reports (DMRs) from the period January 2010 through March 2013 for the effluent discharged through Outfall D-001 were reviewed and the results are summarized below:

| Parameter | Units | Max/Min | Reported | Statistical Basis |
|-------------------------------|---------|--------------|----------|-------------------|
| | | Permit | Value | |
| | | <u>Limit</u> | | |
| Flow | MGD | Report | 61.0 | Daily Maximum |
| Flow | MGD | Report | 42.2 | Daily Average |
| pH | s.u. | 6.0 | 6.9 | Minimum |
| pH | s.u. | 8.5 | 8.0 | Maximum |
| Temperature (F), Water | Deg F | Report | 94.0 | Daily Maximum |
| BOD, 5 day, 20C | lb/day | 13,200 | 5,537 | Daily Average |
| BOD, 5 day, 20C | lb/day | 19,800 | 13,834 | Daily Maximum |
| Total Suspended Solids, (TSS) | lb/day | 25,000 | 3,757 | Daily Average |
| Total Suspended Solids, (TSS) | lb/day | 50,000 | 10,583 | Daily Maximum |
| Oxygen, Dissolved (DO) | mg/L | Report | 6.2 | Reported Minimum |
| Specific Conductance | μmho/cm | 4000 | 2600 | Daily Maximum |
| Oil and Grease | mg/L | 10.0 | 1.5 | Daily Maximum |

| Parameter | Units | Max/Min Permit Limit | Reported Value | Statistical Basis |
|--|-------|----------------------------|-------------------|-------------------|
| Total phenolics | μg/L | 0.2 | 0.0015 | Daily Maximum |
| Nitrogen, Total Ammonia (as N) | mg/L | Report | 6.3 | Daily Maximum |
| Phosphorus, Total (as P) | mg/L | Report | 2.5 | Daily Maximum |
| 2,3,7,8-Tetrachlorodibenzo-p-dioxin (TCDD) | pg/L | Report | BDL | Daily Maximum |

Table 1 - Reported values from the NPDES DMRs (BDL=below detection limit)

In addition to the information contained in the DMRs the Permittee is also required to submit additional information on the characteristics of its wastewater, which was reported on Form 2CS, Part B, submitted on April 24, 2010 and July 25, 2013. The information from these forms is summarized below for those parameters detected above the reporting Method Detection Limit (MDL):

| Parameter | Units | Max/Min | Reported Value | Statistical Basis |
|------------------|---------|---------|-------------------|-------------------|
| Color | PCU | Report | 1200 | Daily Maximum |
| Fecal Coliform | #/100ML | Report | 292 | Daily Maximum |
| Fluoride | mg/L | Report | 0.16 | Daily Maximum |
| Total Alpha | pCi/L | Report | 1.2 (+- 0.4) | Daily Maximum |
| Total Beta | pCi/L | Report | 16.2 (+- 1.8) | Daily Maximum |
| Total Radium | pCi/L | Report | 0.6 (+- 0.7) | Daily Maximum |
| Total Radium 226 | pCi/L | Report | 0.3 (+- 0.1) | Daily Maximum |
| Sulfate as SO4 | mg/L | Report | 590 | Daily Maximum |
| Sulfide as S | mg/L | Report | 6.4 | Daily Maximum |
| Aluminum, Total | mg/L | Report | 0.59 | Daily Maximum |
| Barium | mg/L | Report | 0.032 | Daily Maximum |
| Boron | mg/L | Report | 0.050 | Daily Maximum |
| Iron, Total | mg/L | Report | 0.52 | Daily Maximum |
| Magnesium, Total | mg/L | Report | 18 | Daily Maximum |
| Cadmium, Total | μg/L | Report | 0.31 | Daily Maximum |
| Chromium, Total | μg/L | Report | 5.4 | Daily Maximum |
| Copper, Total | μg/L | Report | 5.13 | Daily Maximum |
| Nickel, Total | μg/L | Report | 7.4 | Daily Maximum |
| Zinc. Total | μg/L | Report | 27 | Daily Maximum |

Table 2 - Values from Form 2CS, Part B Table, for parameters above the method MDL

2. SUMMARY OF SURFACE WATER DISCHARGE

Facility currently discharges through the outfall designated D-001, into the Upper Fenholloway River about 25 miles upstream from the Gulf of Mexico. Water Body Identification number: WBID 3473B

The facility is authorized by the proposed permit to discharge through a new outfall designated D-002, into the Lower Fenholloway River near the Class III marine waters of the Gulf of Mexico. Water Body Identification number: WBID 3473A

3. <u>DISCUSSION OF PREVIOUS PERMIT EFFLUENT LIMITATIONS</u>

The proposed NPDES permit is based, in part, on the State Industrial Wastewater Permit (I062-158779) that was issued on July 27, 1990, and the NPDES Permit (FL0000876) that was issued by the U.S. Environmental Protection Agency (EPA) on June 25, 1984, and the unchallenged portions of EPA's June 25, 1992 NPDES permit. These permits were consolidated in July 1997, pursuant to Rule 62-620.100(2)(i), Florida Administrative Code (F.A.C).

In May 1995, Buckeye submitted a permit renewal application in accordance with Chapter 62-620, F.A.C. Third-parties filed administrative challenges with respect to the Department's Intent to Issue the proposed NPDES permit. The consolidated NPDES permit remains in effect pending final agency action on Buckeye's application for the renewal of its permit.

Rule 62-620.620(1)(o), F.A.C., provides that limitations and conditions in a renewal of a State issued wastewater permit must be at least as stringent as those limitations and conditions in the previous permit, unless circumstances on which the previous permit was based have materially or substantially changed.

The previously permitted effluent limitations were set to meet Class V standards. In December 1994, the Department finalized the Fenholloway Use Attainability Analysis ("UAA"), which concluded that the attainment of Class III designated uses and water quality criteria in the Fenholloway River was technologically and economically attainable based on specified manufacturing changes, treatment technologies and discharge point relocation. Thus, in January 1998, the Fenholloway River was reclassified to Class III. Various water quality studies indicate that the existing permit limitations are not sufficient to achieve marine water quality criteria for dissolved oxygen, copper, temperature, nutrients and transparency. See the discussion below detailing how the effluent limitations are being revised to achieve water quality criteria as well as the discussion regarding the Site Specific Alternative Criteria for iron and transparency.

4. BASIS FOR PERMIT LIMITATIONS AND MONITORING REQUIREMENTS

Current discharge location: D-001, WBID # 3473B (Class III fresh waters)

New discharge location: D-002, WBID # 3473A (Class III marine waters)

The current 303(d) Listings through Cycle 2 for WBIDs 3473A & 3473B are included in the table below, and includes all list additions from the 1998 303(d) List, Cycle 1, and Cycle 2 which have not been delisted from the 303(d) List by DEP in Cycle 1 or Cycle 2. Florida's 303(d) List for Group 1 Basin waters was last updated by DEP and approved by EPA with the Cycle 2 assessments, as documented in EPA's September 2, 2009 "Amended Decision Document Regarding Florida Department of Environmental Protection's Section 303(d) List Amendments for Basin Groups 1, 2, and 5."

The DEP Verified Lists of Impaired Waters for the Group 1 (Cycle 3) Basins, as adopted by Secretarial Order on February 12, 2013, were also reviewed; no additional parameters were included for WBIDs 3473A & 3473B on the Cycle 3 Verified List update. The Statewide Comprehensive Verified List of Impaired Waters shows that these WBIDs continue to have Verified Listings from previous cycles which have not been delisted from the State's Verified List. DEP delisted both WBIDs from the Verified List for mercury in Cycle 3.

| WBID | FL 303(d) Listed Parameter – | DEP Verified Listed Parameter - |
|-------|--------------------------------------|---|
| | as of Cycle 2 (September 2, 2009)* | as of Cycle 3 (February 12, 2013) |
| 3473A | - DO (1998, C1, C2), | No Additional Verified Listings in Cycle 3 - |
| | - <u>Nutrients (1998)</u> , | (DO & BOD remain on DEP's Comprehensive |
| ł | - BOD (1998, C1, C2), | Verified List) |
| | - Dioxin (fish consumption) (1998), | , in the second of the second |
| | - Mercury (fish consumption) (C2) | (Mercury was Delisted in Cycle 3) |
| 3473B | - DO (1998, C1, C2), | No Additional Verified Listings in Cycle 3 - |
| | - Nutrients (1998). | (DO, BOD, Specific Conductance, Un-ionized |
| | - Un-ionized Ammonia (1998, C1, C2), | Ammonia remain on DEP's Comprehensive |
| | - BOD (1998, C1, C2), | Verified List) |
| ľ | - Specific Conductance (C1, C2), | |
| | - Mercury (fish consumption) (1998) | (Mercury was Delisted in Cycle 3) |
| | | |
| | | |
| | | |
| | | |
| | | |

Notes

* These are the current 303(d) Listings through Cycle 2 and include all list additions from the 1998 303(d) List. Cycle 1, and Cycle 2 which have not been delisted from the 303(d) List by DEP in Cycle 1 or Cycle 2.

* Values in parenthesis of the parameters indicate which year/cycle DEP added the parameter to the 303(d) List. For example, "DO (1998, C1, C2)" indicates that DO was included on 1998 303(d) List and was also included on the Verified List in Cycle 1 as well as Cycle 2.

* <u>Underlined parameters</u> are 303(d) Listings which are anticipated to remain on Florida's 303(d) List in Cycle 3 should the Cycle 3 303(d) assessments be approved by the EPA as they have been adopted by DEP.

Most of the listed parameters have been addressed by the establishment of Total Maximum Daily Loads (TMDLs), and Water Quality Based Effluent Limitations (WQBELs). The following Table shows which 303(d) listings have established TMDLs and WQBELs

| WBID | FL 303(d) Listed Parameter – as of Cycle 2 (September 2, 2009) | TMDL Established? | WQBEL Established? |
|-------|--|----------------------|-----------------------|
| 3473A | DO | 5/7/2007 | Yes |
| | Nutrients | 2/19/2009 | Yes |
| | BOD | 5/7/2007 | Yes |
| | Dioxin (fish consumption) | 5/7/2007 | No |
| | Mercury (fish consumption) | No | No |
| 3473B | DO | 5/7/2007 | Yes |

| WBID | FL 303(d) Listed Parameter – TM as of Cycle 2 (September 2, 2009) Establ | | WQBEL Established? |
|------|---|-----------|-----------------------|
| | Nutrients | 2/19/2009 | Yes |
| | Un-ionized Ammonia | 5/7/2007 | Yes |
| | BOD | 5/7/2007 | Yes |
| | Specific Conductance | No | No |
| | Mercury (fish consumption) | No | No |

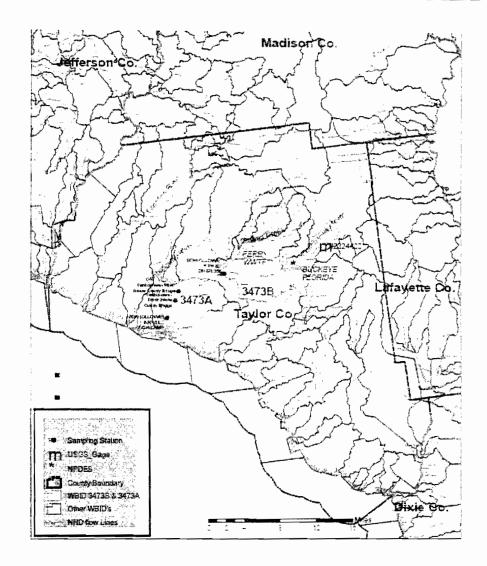


Figure 1 - WBIDs for Fenholloway River

For WBID 3473A, the DO, BOD, nutrients, and dioxin impairments are all addressed by the process improvements and wastewater treatment upgrades required in the Administrative Order AO 011-NED. Mercury was not detected in the effluent testing. The effluent does cause or contribute to the specific conductance impairment identified for WBID 3473B; however, the location of the discharge is being moved to WBID 3473A (Class III marine waters). Therefore, the corrective

actions required in the AO provide the DEP with reasonable assurance that the facility will not cause or contribute to the impairment of either WBID 3473A and WBID 3473B.

a. **Bacteriological monitoring:** Of the 30 fecal coliform samples collected from years 2011 through 2013, 16 of the samples were reported as non-detectable, the maximum was 292 colony forming units (CFU) per 100 mL with the next highest at 36 CFU per 100 mL, and the average of all sample results was 19 CFU per 100 mL. The fecal coliform sampling for pulp and paper mill effluents has shown to consist of Klebsiella which can interfere with the fecal coliform test results. Therefore, the Department does not typically require fecal coliform sampling at these types of facilities. Additionally, the Buckeye effluent meets the class III fresh and marine water quality standards for bacteriological quality; therefore, the proposed permit does not contain bacteriological effluent limitations.

b. CBOD5 and TSS Effluent Limitation Evaluation:

EFFLUENT GUIDELINE REQUIREMENTS

In 1977, the Clean Water Act (CWA) introduced Best Conventional Pollutant Control Technology (BCT) effluent guidelines for direct dischargers. These technology-based performance standards specified levels of control primarily for biochemical oxygen demand (BOD5) and total suspended solids (TSS). The CWA required compliance with BCT on or before July 1, 1984. However, for the pulp and paper industry, BCT guidelines were not promulgated until December 17, 1986. The guidelines covering discharges from this industry are addressed in the Pulp, Paper, and Paperboard Point Source Category, 40 CFR 430.

1. Best Conventional Pollutant Control Technology (BCT):

BCT effluent guidelines for Kraft, Subpart A, S430.12 are as follows:

| | lb/1000 lb production | | | |
|------|--|-------|--|--|
| | Maximum 30-day Avera | | | |
| BOD5 | 23.6 | 12.25 | | |
| TSS | 37.3 | 20.05 | | |
| pН | Within the Range of 5.0 to 9.0at all times | | | |

Variability factors are incorporated into the values for BOD₅ and TSS above. Using these and the actual production level, which is defined in S430.01 as the annual off-the-machine production divided by the number of operating days during that year (or a 12-month period), BOD₅ and TSS technology based effluent limitations can be calculated.

Production is required to be measured in air-dry-tons (10% moisture content) and is based upon past production practices, present trends or committed growth.

The last three years of production data were reviewed. The daily average, the maximum 30-day average, maximum 12-month rolling average and highest daily maximum production values (tons/day) are shown below. Year 2012 was unusual with a production outage for

several weeks. Technology based effluent limits for BOD5 and TSS, based on the average production value, are shown in the table below.

Daily Average – 1361 Daily Max – 1664 Max 30-day average – 1495 Max 12-month rolling average - 1390

Kraft Pulp Subcategory A

1390 tons/day = 2780 thousand lbs/day

| | Production | Guideline | Factor | | Limits | (lb/d) |
|---------|-------------|-----------|--------|------------|--------|--------|
| BOD_5 | (1000 lb/d) | Avg | Max | | Ave | Max |
| | 2780 | 12.25 | 23.6 | | 34055 | 65608 |
| | | | | Total | 34055 | 65608 |
| | | | | Limitation | | |
| TSS | | | | | | |
| | 2780 | 20.05 | 37.3 | | 55739 | 103694 |
| | | | | | | |
| | | | | Total | 55739 | 103694 |
| | | | | Limitation | | |

If the proposed permit limits were based on the technology based effluent guidelines, the permit would contain the effluent limitations for BOD_5 and TSS as calculated in the table above. However, with these technology based effluent limits, the discharge would not achieve the applicable water quality criteria for dissolved oxygen and transparency. Therefore more stringent water quality based effluent limits for these pollutants are contained in the proposed permit as discussed below.

2. Best Available Technology (BAT):

Existing effluent guidelines for toxic pollutants specify controls on pentachlorophenol (PCP) and trichlorophenol (TCP) at mills where chlorophenolic-containing biocides are used. Final effluent monitoring results for specific chlorinated phenolic compounds were below the detection level, therefore, final effluent monitoring for PCP and TCP is not being required in the proposed permit. However, monitoring at the bleach plant effluent streams is being included in the proposed permit as discussed below.

On December 17, 1993, (Federal Register, Volume 58, page 44078), EPA proposed effluent guidelines revisions for the two dissolving pulp subcategories. However, in the final 2004 Effluent Guidelines Program Plan, EPA indicated its intention is <u>not</u> to take final action on the 1993 proposal. Instead, EPA decided to allow the individual states in which these facilities are located to develop Best Available Technology (BAT) determinations on a case-by-case basis. In May 2007, EPA published Background Information Document for Permit Writers: Dissolving Kraft and Dissolving Sulfite Pulps Mills.

The EPA background document was intended to provide support to NPDES permit writers as they developed effluent limitations for the dissolving Kraft mills. Information collected from Buckeye served as the basis for much of the information presented in the document. Key observations from the EPA background document included:

- All dissolving pulp mills produce several grades of dissolving pulp. They also produce other grades of pulp, including paper grade pulp (predominantly fluff pulp) and intermediate grades called specialty pulp.
- Candidate BAT technologies for control of pollutants, similar to those applied by bleached papergrade Kraft mills, are available and technically feasible for use by dissolving Kraft mills.
- Buckeye currently employs or plans to employ most of the elements of EPA's dissolving Kraft candidate control technologies, including 100 percent chlorine dioxide bleaching, reduction in the use of hypochlorite, and the essential elements of Best Management Practices (BMPs).
- Best Management Practices (BMPs) requirements could be incorporated as special
 conditions in NPDES permits for dissolving pulp mills. EPA observed that the
 Buckeye mill has implemented many of the basics of these practices. With
 effective implementation of BMPs, the mill's effluent color and conductivity can be
 significantly reduced.

Buckeye has already installed, or will be installing, the technologies that EPA was considering as the basis for additional BAT limits at dissolving Kraft mills. In addition the proposed permit requires the implementation of Best Management Practices (BMPs), monitoring of toxic pollutants at its beach plant effluent, discharge effluent limits and monitoring for toxicity, as well as testing for dioxin and related isomers in the tissue of fishes collected from the Fenholloway River Estuary.

3. Conclusion:

The WQBEL has determined that the proposed effluent limits for CBOD5 and TSS will achieve the applicable water quality criteria for dissolved oxygen and transparency. The proposed effluent limits for CBOD5 and TSS will be more stringent than the technology-based limits derived in Part 4.b.1 above. **Proposed permit limits:** CBOD5 total mass load to 4,018 lb/day as a monthly average with a daily maximum of 6,429 lb/day. TSS is limited to 8,360 lb/day as a monthly average and 17,600 lb/day as a daily maximum.

c. Nutrient Limitations TN, TP and NH3-N: The draft permit contains limitations on nutrients, including total nitrogen, total phosphorus and ammonia nitrogen. The nutrient limitations are based on the EPA's TMDL for Nutrients, dated January 2009 (TN and TP) and TMDL for Fenholloway River, (DO, BOD₅, Dioxin. and ammonia), dated April 2007. The Level II WQBEL(attached), dated August 29, 2013 with an addendum on September 13, 2013, utilized updated hydrodynamic and water quality computer modeling to evaluate and confirm that Buckeye will be in compliance with the EPA nutrient TMDLs.

For purposes of assuring compliance with the EPA's nutrient TMDLs, the Level II WQBEL determined the appropriate nutrient limits to be: the annual mass-based effluent limitation for total nitrogen (as N) is 2,698 lb/day (984,770 lb-TN/year, or 446,684 kg TN/year). The annual mass-based effluent limitation for total phosphorus is 600 lb/day (219,000 lb-TP/year, or 99,337 kg TP/year). The annual mass-based effluent limitation for total ammonia is 365 lb/day monthly average. For parameters that are measured at least once per month, the annual average shall be computed at the end of each month and is equal to the arithmetic mean of the monthly average of that month and of each of the previous eleven months.

d. Chronic Toxicity: The facility has conducted 13 chronic whole effluent toxicity (WET) tests and 4 acute WET tests. The facility has passed acute WET tests and the IC 25 lowest chronic test result was 25% effluent. The proposed permit contains effluent limitations for toxicity that have been calculated to ensure compliance with the applicable water quality criteria at the boundary of the mixing zone. The length of the mixing zone specified equates to a spatial area of 120,000 square meters, less than the maximum allowable area of 125,600 square meters. The Permittee's discharge shall not cause an exceedance of the Rule 62-302.530, F.A.C., Class III marine water quality criteria for toxicity outside the described mixing zones.

Parameter Mixing zone length

Chronic Toxicity 1,300 meters, an area of 120,000 m²

e. **Copper Limitation:** The facility currently meets the Class III fresh water hardness-based water quality criteria for total recoverable copper limit in accordance with Rule 62-302.530 FAC.

The future discharge will be located in an area where Class III marine water quality criteria apply. The last 5 samples collected and analyzed for whole effluent chronic toxicity testing indicate the effluent was not acutely toxic. The waterbody is not listed impaired for copper and no ambient water quality data is available. For modeling purposes, one-half of the Class III marine water quality criteria was used for a background concentration (3.7 μ g/L, which is 1.85 μ g/L). Using results of collected effluent data, the applicable IWC is 30% and the calculated mixing zone size length of 250 meters (area of 20,000 square meters) is required with the final effluent limitation of 8.0 μ g/L.

<u>Parameter</u> <u>Mixing zone length</u>

Copper 250 meters, an area of 20,000 m²

f. **Temperature:** The current discharge has a reported winter temperature range of 64 to 88 °F, and a summer temperature range of 75 to 93 °F. Because the existing discharge to the Fenholloway River was in place prior to July 1. 1972, pursuant to rule 62-302.520 F.A.C., no numeric thermal water criteria apply to the discharge at Outfall D-001. Once the discharge is moved to D-002, the facility will be required to meet 62-302.520(4)(b).

Parameter Mixing zone length

Temperature 1,300 meters, an area of 120,000 m²

g. **Biological Integrity:** Under the draft permit the Permittee shall conduct biological integrity monitoring on an annual basis in order to demonstrate compliance with the biological integrity

- requirement of Rule 62-302.530, F.A.C. The Permittee shall obtain the Department's approval for the monitoring locations and sampling requirements in accordance with Part I.C.9 of the permit. The annual monitoring results shall be reported to the Department and address the improvement seen from the previous monitoring.
- h. Iron: Effluent iron concentrations, based on data from January 2011 to June 2013, averaged 0.34 mg/L with a maximum of 0.43 mg/L and the April 2010 submittal of Form 2CS showed a maximum of 0.53 mg/L) with the maximum significantly less than the Site Specific Alternative Criteria of 1.06 mg/L. Therefore, no effluent iron sampling is being required in the proposed permit. [62-302.800]
- i. Mercury: Effluent mercury sample result was $< 2.0 \text{ ng/L} (0.002 \text{ }\mu\text{g/L})$ which is significantly less than the Class III marine water quality standard of $0.025 \text{ }\mu\text{g/L}$. Therefore, no effluent mercury sampling is required in the proposed permit.
- j. **Dioxin**: The proposed permit contains a limit of 0.014 pg/L which is consistent with the minimum criteria in 62-302.500 (1)(a)(5) along with the following conditions:
 - 1. The Permittee shall monitor for 2,3,7,8-tetrachloro-dibenzo-p-dioxin (TCDD) as specified in the proposed permit. After three consecutive non-detection results, the sampling and analysis frequency may be reduced to once per year.
 - 2. The method of analysis for each sample shall be the appropriate method of analysis specified in EPA 1613b.
 - 3. If the concentration of 2,3,7,8-tetrachloro-dibenzon-p-dioxin (TCDD) is determined to be less than the minimum level of 10 pg/L for method 1613B, then compliance with the TCDD limitation is demonstrated.
 - 4. The samples shall consist of one 24-hour composite sample.
 - 5. The Permittee shall, within two weeks of receiving a detectable concentration of 2.3,7,8-TCDD at or above the minimum level (ML) in the effluent, resample the effluent to confirm a valid detection. Within sixty (60) days of measurement of any validated detectable concentration of 2,3,7,8-TCDD, submit to the DEP a dioxin minimization report (MR). The MR shall present proposed process modification evaluations to minimize the discharge of TCDD including projected implementation schedules and predicted effects. The MR will be evaluated by DEP to determine if modifications are warranted. The Permittee shall document consideration of implementing the following minimization actions at a minimum:
 - a. Certification that elemental chlorine is not being used in the bleach plants
 - b. Improvements in the control of the bleaching stages
 - c. Improvements in brown stock washing
 - d. Use of defoamers with low dioxin precursors

e. Improvements in solids minimization

If the Permittee does not intend to implement any minimization action, the MR shall describe the reasoning used in reaching that decision. Upon DEP approval, the MR's proposed provisions and implementation schedule shall become an enforceable part of the permit. If the MR indicates that changes will be made that require a permit modification, then the Permittee shall submit a complete permit modification application package within 90 days of MR approval.

In addition, the proposed permit requires monitoring of the bleach plant effluent for dioxin and related isomers and other toxic pollutants, along with testing for dioxin and related isomers in the tissue of fishes collected from the Fenholloway River Estuary.

The wastewater treatment system modifications include removal of the existing No 2 lagoon cells with legacy biosolids from flow-through service. This should significantly reduce the potential for re-suspension and discharge of legacy biosolids. These lagoons were identified as potential sources of dioxin through the legacy solids located within those ponds. By removing them from flow-through service, the potential to entrain the legacy solids in the discharged water column will significantly be reduced.

k. Color Mass: The draft permit contains limitations on color. The effluent color long term average is 1142 PCU (based on 1095 sample results). The proposed permit limitations are intended to ensure that transparency will not be reduced beyond the level defined in F.A.C 62-302.800(6)(c) & (d). The Site Specific Alternative Criteria for transparency was based on an effluent discharge of 1100 PCU at a flow rate of 38.5 MGD. In order to encourage water conservation, an equivalent mass limit is established by treating PCUs as equivalent to mg/l. The draft permit contains a color mass limit of 353,199 (lb equivalents per day) annual average in order to achieve the SSAC transparency standard in the estuary. The monthly average will be calculated using the color measured in PCUs and multiplying by that month's flow and the 8.34 conversion factor. The data for the month will be averaged over 12 months and then used in the 12 month rolling annual average.

Color pound equivalents per day

ML (lb/day) = [Flow
$$(\frac{MG}{day})$$
 x Color (PCU)] x 8.34 $(\frac{1}{PCU})(\frac{lb}{MG})$

Where:

MIL = Mass Limit of color; (lb/day)

Flow = Monthly average of the daily volume of effluent discharged from D-002;

(million gallons (MG))

Color = Monthly average of the color measurements monitored at EFF-1; (PCU)

 Basis of Limits: The following table lists the regulatory basis for the effluent limitations in the proposed permit that authorize the discharge of process wastewater, non-process wastewater, and stormwater from Outfall D-002 (final outfall) to Fenholloway River:

| Parameter & Units | Limit & STATISTICAL BASIS | RATIONALE |
|---|--|---|
| pH, s.u. | 6.5 min | Water quality criteria per 62-302.530 FAC |
| pH, s.u. | 8.5 min | Water quality criteria per 62-302.530 FAC |
| Temperature (C), Water | See Note 1 below | Water quality criteria per rule 62-62-302.520 FAC, and mixing zone per rule 62-4.244 FAC. |
| BOD, Carbonaceous 5 day, 20C(lb/day) | 4,018 monthly average 6,429 daily max | EPA 2007 TMDL, Level II WQBEL per 62-650 FAC, TMDL and WQBEL |
| | 0,429 daily max | |
| TSS, (lb/day) | 8,360 monthly average | Level II WQBEL per 62-650, FAC |
| | 17,600 daily max | |
| Oxygen, Dissolved (DO), mg/L | 5.0 min | EPA 2007 TMDL, Level II WQBEL per 62-650 FAC, TMDL and WQBEL |
| Color, (PCU) | Report | Per 62-302.800 FAC, SSAC |
| Color. (Lb equivalents per day) | 353,199 annual average | Per 62-302.800 FAC, SSAC |
| Phosphorus, Total (as P), (lb/day) | 600 annual average | EPA 2009 TMDL, Level II WQBEL per 62-650, FAC, TMDL and WQBEL |
| | Report Mo Avg | |
| Nitrogen, Total, (lb/day) | 2,698:annual average Report Mo Avg | EPA 2009 TMDL , Level II WQBEL per 62-650, FAC, TMDL and WQBEL |
| Nitrogen, Ammonia, Total (as N), | 365 Annual average | EPA 2007 TMDL; Level II WQBEL; 62-650, F.A.C TMDL and WQBEL |
| (lbs/day) Chronic Whole Effluent Toxicity Tests | Report Mo Avg LC25> 25% effluent | Water quality criteria per rule 62-302.530, F.A.C., and mixing zone per rule 62-4.244, F.A.C. |

| Parameter & Units | Limit & STATISTICAL BASIS | RATIONALE |
|---|---------------------------------|--|
| Acute Whole Effluent Toxicity Tests | 96 hr LC50 | |
| Copper, Total Recoverable, (ug/L) | 8.0 Daily max | Water quality criteria per rule 62-302.530, F.A.C., and mixing zone per rule 62-4.244 F.A.C. |
| Nickel, Total Recoverable, (ug/L) | 8.3 Daily max | Water quality criteria per rule 62-302.530, F.A.C. |
| 2,3,7,8- tetrachlorodiben zo-p-dioxin (TCDD), (pg/L) | 0.014 | 40 CFR 131.36 and rule 62-302.500(1)(a)(5), F.A.C. |

Note 1: The temperature at the edge of the mixing zone shall not exceed the limitations of Rule 62-302.520(4)(b), F.A.C. The mixing zone shall be as described below in I.A.8. The temperature of the effluent shall not increase the temperature of the receiving water so as to cause substantial damage or harm to the aquatic life or vegetation therein, or interfere with the beneficial uses assigned the receiving water. [62-302.520(1)(a)]

| Month | Effluent |
|-----------|-------------|
| | Temperature |
| | Limit (C) |
| January | 24.9 |
| February | 24.7 |
| March | 27.9 |
| April | 33.4 |
| May | 36.0 |
| June | 33.3 |
| July | 33.9 |
| August | 32.3 |
| September | 32.6 |
| October | 32.1 |
| November | 28.4 |
| December | 27.7 |

INTERNAL OUTFALLS

a. The draft permit requires the monitoring of internal outfalls associated with pulp bleaching operations. Upon permit issuance, the bleach plant effluent shall be sampled quarterly for the parameters listed below.

| Pollutant | Method | Minimum Level |
|--|-----------|------------------|
| Flow | Estimated | |
| 2,3,7,8-Tetrachlorodibenzo-pdioxin (TCDD or "dioxin") (pg/L) | 1613b | 10.0 |
| 2,3,7,8-Tetraclorodibenzofuran (TCDF or "furan") (pg/L) | 1613b | 10.0 |
| Trichlorosyringol (µg/L) | 1653 | 2.5 |
| 3,4,5 Trichlorocatechol (µg/L) | 1653 | 5.0 |
| 3,4,6-Trichlorocatechol (µg/L) | 1653 | 5.0 |
| 3,4.5-Trichloroguaiacol (µg/L) | 1653 | 2.5 |
| 3,4,6-Trichloroguaiacol (µg/L) | 1653 | 2.5 |
| 4,5,6 Trichloroguaiacol (μg/L) | 1653 | 2.5 |
| 2,4,5 - Trichlorophenol (µg/L) | 1653 | 2.5 |
| 2.4,6-trichlorophenol (µg/L) | 1653 | 2.5 |
| Tetrachloro-catechol (µg/L) | 1653 | 5.0 |
| Tetrachloro-guaiacol (µg/L) | 1653 | 5.0 |
| 2,3.4,6-Tetrachloro-phenol (µg/L) | 1653 | 2.5 |
| Pentachloro-phenol (µg/L) | 1653 | 5.0 |
| Chloroform (CHCl ₃) (µg/L) | 1624 | 10.0 |
| Adsorbable Organic Halides (AOX) (µg/L) | 1650 | 20.0 |

- b. Results of this sampling effort shall be included in a semi-annual report submitted to the Department's Northeast District Office. This report will provide calculations for the method of flow estimation and the report must include the certification statement cited at 40 CFR 122.22(d).
- c. The proposed permit requires that upon startup of the planned modifications to the Mill's No. 1 brownstock washing and screening operations, the Permittee will increase the frequency of bleach plant effluent sampling to bimonthly(twice a month) for 12 months in order to characterize improvements in the effluent. After completion of this bleach plant characterization, the Department will evaluate if an effluent AOX limitation can be used in lieu of monitoring the pollutants specified in the table above at the purification (bleach) plant.
- d. For 2,3,7,8,-TCDD, 2.3,7,8-TCDF, and the chlorinated phenolic compounds, at the purification (bleach) plant, the Permittee shall collect grab composite samples of the combined bleach plant discharge to the acid sewer and of the Press 4 discharge to the alkaline sewer. Each composite sample should be collected every four hours. for 24 hours, from the monitoring location The

Permittee may use a continuous automated sampling device given that it must be operated reliably at the appropriate monitoring location.

e. The following Bleach Plant Effluent Sampling Collection Methods are proposed in accordance with methods specified in 40 CFR 136.

| Pollutant Monitored | Collection Method |
|------------------------|-------------------------|
| Chloroform | •Grab |
| | (2 vials every 4 hours) |
| | •24-hour composite |
| | prepared by lab |
| 2.3,7,8-TCDD and | •Grab |
| 2.3.7.8-TCDF | (1 every 4 hours) or |
| Chlorinated phenolic | continuous automatic |
| compounds | composite |
| AOX | •24-hour composite |

5. DISCUSSION OF CHANGES TO PERMIT LIMITATIONS

- a. The current NPDES permit was administratively continued due to the timely submittal of the permit renewal application. Rule 62-620.335(3), F.A.C.
- b. Total Nitrogen An annual average load limit has been added to comply with the wasteload allocation in the Lower Fenholloway estuary based on the WQBEL technical report and EPA established TMDLs.
- c. Total Phosphorus An annual average load limit has been added to comply with the wasteload allocation in the Lower Fenholloway estuary based on the WQBEL technical report and EPA established TMDLs.
- d. Chronic Toxicity The draft permit includes a mixing zone for Chronic Toxicity. The Permittee submitted a mixing zone analysis in September 2013. Pursuant to Rule 62-4.241(1)(b) F.A.C., the compliance calculation for chronic toxicity was changed from a No Observed Effect Concentration (NOEC) to an Inhibition Concentration (IC25). The IC25 is a statistical calculation used to estimate effects on growth or reproduction of an effluent in chronic toxicity tests. The IC25 is an estimate of the effluent concentration which causes a 25% reduction in growth or reproduction of test organisms. The proposed IC 25 permit condition is intended to ensure that toxicity water quality criteria are met both within and at the boundary of the mixing zone.

In addition, while the discharge to D-001 is freshwater, the Department is requiring the use of marine species for the whole effluent toxicity test. This will allow the Department to get more relevant data regarding the toxicity monitoring of the effluent for the D-002 location. The corrective action for any freshwater species stressor would be the relocation of the outfall location which is the solution presented in the permit.

e. BOD5 and TSS – monitoring of BOD and TSS is being reduced from daily to 3 days/week. The application amendment provided data for 2007 – 2010 and additional data was reviewed for the period

- January 2010 through March 2013. Based on the data and variability, monitoring 3 days/week is appropriate.
- f. Oil and Grease monitoring for Oil and Grease is not being included in the draft permit. The water quality criteria for oil and grease for Class III marine waters is 5.0 mg/L (see rule 62-302.350(50)(a), F.A.C.). The data collected from January 2009 to June 2013, show that 51 of 54 samples were non-detect with an MDL range of 1.2 to 2.0 mg/L. The remaining 3 sample results were between the MDL and PQL with the MDL range of 1.2 to 1.4 mg/L, and these results are reported as the MDL, per rule 62-4.426(6) F.A.C. Because the results indicate the discharge is consistently below the applicable water quality criteria, the draft permit eliminates the current effluent limit and monitoring requirements for this pollutant.
- g. Copper The Class III marine water quality criteria standard will be required to be met and a mixing zone size length of 250 meters (area of 20.000 square meters) is required with final effluent limitation of 8.0 μg/L. The sampling method would typically be 24 hour flow proportion composite; however, the wastewater treatment system does have an extended retention time and a well mixed environment minimizing variations over a 24 hour time frame. Therefore, a grab is being required.
- h. Dissolved Oxygen The WQBEL technical report indicates that a minimum of 5.0 mg/L in the effluent will maintain the applicable dissolved oxygen percent saturation water quality criteria as well as meet the EPA TMDL.
- i. Color The SSAC for transparency and the WQBEL technical report provide the supporting justification for a wasteload allocation for Color. In order to encourage water conservation, an equivalent mass limit is established by treating PCUs as equivalent to mg/l. This allows the establishment of a color mass limit of 353,199 (lb equivalents per day) annual average in order to achieve the transparency standard in the estuary. The annual average will be calculated using the color measured in PCUs and multiplying by that day's flow and the 8.34 conversion factor. The data for the month will be averaged together and then used in the 12 month rolling annual average.
- j. Specific conductance The existing NPDES permit includes a specific conductance daily maximum limit of 4,000 μmhos/cm. There is no class III marine water quality criterion for specific conductance, and therefore the existing concentration based effluent limit is not included in the draft permit.
- k. Total Phenolic compounds The existing NPDES permit and DEP State permit had a 0.2 mg/L limitation. Because the results indicate the discharge is consistently below the applicable water quality criteria, the draft permit eliminates the current effluent limit and monitoring requirements for this pollutant.
- 1. pH standard Previous discharge location, D-001, had the Class III fresh water criteria of 6.0 to 8.5 s.u. The draft permit contains the new discharge location, D-002, and will have the Class III marine water criteria of 6.5 to 8.5 s.u.
- m. Temperature Pursuant to 62-302.520, the temperature criteria for coastal waters will have to be met and a mixing zone length of 1,300 meters (area of 120,000 square meters) is required with a final effluent temperature limitation at D-002 as follows

| Month | Effluent |
|-----------|-------------|
| | Temperature |
| | Limit (C) |
| January | 24.9 |
| February | 24.7 |
| March | 27.9 |
| April | 33.4 |
| May | 36.0 |
| June | 33.3 |
| July | 33.9 |
| August | 32.3 |
| September | 32.6 |
| October | 32.1 |
| November | 28.4 |
| December | 27.7 |

n. Nickel – Class III Marine Standard will be required to be met. The Department only has 2 data points: 6.99 μg/L and 7.4 μg/L. With a water quality criteria of 8.3 μg/L, the discharge will need to be monitored for Nickel over the next permit cycle to ensure compliance with the water quality criteria. Permittee may request a mixing zone for Nickel pursuant to F.A.C. Rule 62-244(1)(f). Upon Department approval, the permit will be reopened to include the applicable final mixing zone which will become effective no later than the commencement of discharge to D-002. The sampling type would typically be 24 hour flow proportion composite; however, the wastewater treatment system does have an extended retention time and a well mixed environment minimizing variations over a 24 hour time frame. Therefore, a grab is being required.

6. INDUSTRIAL SLUDGE MANAGEMENT

The method of management for sludge removed from the primary clarifier/skimming pond and aerated stabilization basins is treatment, storage and use in 225 acres of on-site solids settling basins

7. GROUND WATER MONITORING REQUIREMENTS

As an existing installation, the Permittee is authorized to discharge to groundwater within its zone of discharge (ZOD) [see Rules 62-520.200(10) and 62-520.200(27), F.A.C.]. The ZOD extends horizontally to the property boundaries and vertically to the base of the surficial aquifer. [see Rules 62-520.200(19), 62-520.200(27) and 62-520.465(1), F.A.C.]

8. <u>NEW OR EXPANDED DISCHARGES TO SURFACE WATERS; ANTIDEGRADATION REQUIREMENTS</u>

The draft permit authorizes a new discharge location, D002, located in the Lower Fenholloway River and Estuary. In accordance with the anti-degradation Rules 62-4.242 and 62-302.300, F.A.C., Buckeye submitted, on January 24, 1996, a report entitled "Fenholloway River Anti-Degradation Analysis Discharge Point Relocation." The Department has determined that Buckeye has provided reasonable assurance that the anti-degradation requirements have been met. This determination is based the review of the Report and the

results of the Fenholloway River Use Attainability Analysis (UAA), December 1994. The UAA served as the technical basis for reclassification of the Fenholloway River from Class V, with designated uses of navigation, utility, and industrial uses to Class III, with designated uses of recreation and the maintenance of healthy well-balanced population of fish and wildlife. The UAA determined that the reclassification was technologically and environmentally attainable in the Fenholloway River through implementation of the pipeline project along with improvements to the mill's production and treatment processes.

The antidegradation study has met three criteria as required by Rules 62-4.242 & 62-302.300(10)(c), F.A.C:

- 1. The Water Quality Standards will not be violated: The results of the Level II WQBEL provide reasonable assurance that the discharge would have minimum impact to the receiving water. Additionally, the discharge will comply with the approved SSACs for Transparency and Iron.
- 2. Existing Uses" Are Being Maintained: The water quality criteria for a Class III Marine Waters are protected and maintained. The discharge is consistent with the EPA's nutrient TMDLs based upon the effluent limits derived from the Level II WQBEL.
- 3. <u>The Discharge is "Necessary or Desirable Under Federal Standards and are in the Public Interest"</u> The discharge passes a balancing test and an options review.
 - a. Balancing Test: The project is important to and beneficial to the public health, safety, and welfare. The proposed discharge will not have adverse impacts on fish and wildlife or recreation. As a major employer for the region, the discharge is clearly in the public interest.
 - b. Options Review: The facility has reviewed options and discharge to surface water is the primary method. No other options are reasonable, and therefore anti-degradation requirements have been met.

The Facility has demonstrated that other discharge locations, land application and offsite recycling to eliminate or reduce the need to lower quality are not economically and technologically reasonable.

A waste minimization and source reduction analysis has been completed consistent with Best Management Practices in Rule 62–620.100(3)(m), F.A.C.

Whole Effluent Toxicity (WET) Testing: In order to provide reasonable assurance that the discharge will not adversely affect the designated use of the receiving water, whole effluent toxicity testing is required, per Rule 62-302.530, FAC. The facility has conducted 13 chronic whole effluent toxicity (WET) tests and 4 acute WET tests. The facility has passed acute WET tests and the IC 25 lowest test result was 25% effluent. The draft permit contains effluent limitations for toxicity that have been calculated to ensure compliance with the applicable water quality criteria at the boundary of the mixing zone. The lengths of the mixing zone are less than a spatial area of 125,600 square meters. The Permittee's discharge shall not cause an exceedance of the Rule 62-302.530, F.A.C., Class III marine water quality criteria for toxicity outside the described mixing zones

9. PERMIT SCHEDULES

A. Transparency SSAC Plan of Evaluation (POE):

Within 9 months of issuance of the draft permit, the Permittee is required to submit a POE that continues the evaluation, including a proposed implementation schedule, designed to monitor the achievement of the transparency SSAC. The transparency POE must:

- Monitor the level of light transmission in the Fenholloway near shore area after implementation
 of the modifications required by this permit to ensure achievement of the transparency SSAC for
 Fenholloway River estuary and coastal waters.
- 2. The POE must provide a minimum of 12 samples of light measurements (level of transmission) taken at least seven days apart and evenly distributed throughout the growing season months of May through October. Growing season average flow is based on USGS gage 02325000 near Perry (Rule 62-302.800, FAC).
- 3. The POE shall also contain reasonable timeframes for which to submit report.
- 4. Upon DEP approval, the POE will be implemented based upon the schedule proposed and approved.

B. Dioxin Fish Tissue Plan of Study (POS):

1. The proposed permit requires the Permittee to develop a POS to annually assess the levels of TCDD/TCDF in ambient fish tissue in the receiving waters of the Fenholloway River Estuary. The following table of isomers shall be assessed in the Dioxin Fish Tissue POS:

| DIOXINS | FURANS |
|----------------------|----------------------|
| Isomer | Isomer |
| 2,3,7,8-TCDD | 2,3,7,8-TCDF |
| 1,2,3,7,8-PeCDD | 1,2,3,7,8-PeCDF |
| | 2,3,4,7,8-PeCDF |
| 1.2,3,4,7,8-HxCDD | 1,2,3,4,7,8-HxCDF |
| 1,2,3,7,8,9-HxCDD | 1,2,3,7,8,9-HxCDF |
| 1,2,3,6,7,8-HxCDD | 1,2,3,6,7,8-HxCDF |
| | 2,3,4,6,7,8-HxCDF |
| 1,2,3,4,6,7,8-HpCDD | 1.2,3,4,6,7,8-HpCDF |
| | 1,2,3,4,7,8,9-HpCDF |
| 1,2,3.4,6,7,8,9-OcDD | 1,2,3,4,6,7.8.9-OcDF |

- 2. The Permittee shall submit the Dioxin Fish Tissue POS to DEP within 3 months of the effective date of the permit. The DEP will review the POS within thirty (30) days of its receipt to determine if modifications are warranted. Upon approval, the POS will become an enforceable part of this permit.
- 3. After three consecutive non-detection results for any isomer, sampling and analysis can be discontinued for that isomer.

C. Biological Integrity Plan of Evaluation (POE):

Within 9 months of issuance of the permit, the Permittee is required to submit a POE, including a proposed implementation schedule, designed to monitor biological integrity in accordance with Rule 62-302.530, F.A.C., in the vicinity of Outfall D-002 and including reasonable timeframes to submit the report. This information shall include field parameters to assist in evaluating the biological integrity monitoring. The POE shall also be designed to monitor the status of the Fenholloway River Estuary. Upon DEP approval, the POE will be implemented based upon the schedule proposed and approved.

D. Manatee Plan of Study (POS):

The draft permit requires the Permittee, within 30 months of issuance of the permit, to submit a plan of study (POS) to demonstrate the discharge location will not become a warm water refuge for manatees. The DEP will review the POS within 60 days of its receipt and will, in writing, either approve the POS or notify the Permittee of deficiencies that must be corrected. The DEP will notify other agencies it deems appropriate (e.g. US Fish and Wildlife Service) for review and written comment within 60 days of receipt. The POS shall be incorporated in the permit upon Department approval.

1. At a minimum, the POS must:

- (1) Develop a methodology to assess manatee utilization of the Fenholloway River Estuary under discharge conditions at Outfall D-002.
- (2) Include a schedule for implementation of the POS.
- (3) Provide for levels of monitoring based on manatee sightings.
- (4) The Permittee shall submit annual progress reports regarding the POS and its implementation. The reports will be evaluated by DEP and commenting agencies to determine if modifications to the evaluation or permit conditions are warranted.
- E. The following improvement actions shall be completed according to the following schedule.

| | Improvement Action | Completion Date |
|----|--|--|
| a. | Submit Transparency POE (See I.C.7) | Within 9 months of the date of the permit issuance |
| b. | Implement Transparency POE | Upon DEP approval |
| c. | Submit Dioxin Fish Tissue POS (See I.C.8) | Within 3 months of the date of |
| | | the permit issuance |
| d. | Implement Dioxin Fish Tissue POS | Upon DEP approval |
| e. | Submit Biological Integrity Monitoring POE (See I.C.9) | Within 9 months of the date of |
| ŀ | | the permit issuance |
| f. | Implement Biological Integrity Monitoring POE | Upon DEP Approval |
| g. | Submit Manatee POS (See I.C.10) | Within 30 months of the date |
| | | of the permit issuance |
| h. | Implement Manatee POS | Upon DEP approval |

| Improvement Action | Completion Date |
|---|----------------------------|
| i. Complete and document installation of new monitoring | Within 90 days of permit's |
| wells MWC-RM4A and MWC-LF1. | effective date |

[Rule 62-620.320(6)]

10. BEST MANAGEMENT PRACTICES/STORMWATER POLLUTION PREVENTION PLANS

a. The proposed permit contains conditions that require the Permittee to implement Best Management Practices and Pollution Prevention Plans to prevent or reduce pollutants generated in its manufacturing processes. The following improvement actions shall be completed according to the following schedule. The Best Management Practices (BMP) Plan shall be prepared and implemented in accordance with Part VII of the permit.

| Improvement Action | Completion Date |
|---|--------------------------------------|
| BMP Progress/Update Reports | Issuance date of permit plus 1 year, |
| | and continuing annually |
| Continue implementing the existing BMP Plan | Issuance date of permit |

[Rule 62-620.320(6)]

- b. Applicability. This section applies to direct and indirect discharging pulp, paper, and paperboard mills with pulp production in subparts B (Bleached Papergrade Kraft and Soda) and E (Papergrade Sulfite) of the Pulp and Paper Guidelines (40 CFR Part 430). The Permittee chose to certify their BMP to remain consistent with Subparts B and E.
- C. <u>Schedule</u>: The Permittee has certified to the Department its BMP plan for spent pulping liquor, soap, and turpentine management, spill prevention, and control on April 14, 1999, July 9, 2004, and July 20, 2009 in accordance with 40 CFR Part 430. The Permittee is to continue its compliance with this requirement.

11. ADMINISTRATIVE ORDERS (AO) AND CONSENT ORDERS (CO)

In accordance with sections 403.0882(2)(e) and (f), Florida Statues, a compliance schedule for this facility is contained in Administrative Order AO 011-NED. The AO establishes interim effluent limitations and a reasonable compliance schedule, which requires, in part, the implementation of those actions that will bring the facility into compliance with the Departments applicable water quality standards and criteria as this is the first time the Class III marine standards have been applied to this facility. The following summarizes the compliance schedule:

| Action | Due Date |
|---|--|
| In-Plant Manufacturing Process Improvements: | 24 months from the effective date of the |
| Undertake and complete the proposed upgrades to | Administrative Order |
| the Mill No. 1 brownstock washing and screening | |
| operations. | |
| | |

| Modifications to the Existing Wastewater Treatm | ent Facility: |
|--|---|
| Submit for the Department's review and approval a description of the pilot plant studies necessary to determine the nature and extent of the modifications that will be made to the existing wastewater treatment facility | 12 months from the effective date of the Administrative Order |
| Complete the pilot plant studies | 18 months from pilot plant studies approval or 12 months from completion of In-Plant Manufacturing Process Improvements , whichever is later |
| Submit for the Department's review and approval a description of planned modifications and a construction schedule for the implementation of the modifications. | 3 months after completion of pilot plant studies |
| Complete the modifications to the wastewater treatment facility. | 24 months after Department approval of modifications or no later than 60 months from the effective date of the Administrative Order. |
| Construction of the Effluent Transmission Pipelin | |
| Construction of the Efficient Transmission ripent | le. |
| Commence construction of the effluent relocation pipeline system. | 60 months from the effective date of the Administrative Order. The final design for the relocation pipeline, diffuser, and other necessary and related systems was originally issued by Environmental Resource Permit No. 62-276889 which is still in effect. In order to optimize the benefit of facility modifications mentioned above, Buckeye will submit a modified design for the relocation pipeline, diffuser, and other necessary and related systems for the Department's review and approval |
| Complete construction and place into full operation the effluent transmission pipeline, diffuser, and the other necessary and related systems. | 84 months from the effective date of the Administrative Order. |
| Plan of Study for the Oxygen Injection System: | |
| Submit for the Department's review and approval a Plan of Study (POS) and schedule for monitoring and maintaining the DO levels in the effluent discharged at the pipeline diffuser. | 3 months after initiation of pilot plant studies |

Below summarizes the interim limits timeframe:

- Commencing on the effective date of the Administrative Order and continuing until the inplant manufacturing process improvements and modifications to the existing wastewater
 treatment required in the table above are completed and verified, any discharge of wastewater
 from Outfall D-001 shall comply with the monitoring requirements and limits specified in
 Table 1 of AO 011-NED
- Beginning upon completion and verification of the modifications to the existing Wastewater Treatment facility, as outlined in the Administrative Order, and continuing until 84 months from the effective date of the Administrative Order, any discharge of wastewater from Outfall

D-001 and D-002, shall comply with the monitoring requirements and limits specified in Table 2 of AO 011-NED

12. REQUESTED VARIANCES OR ALTERNATIVES TO REQUIRED STANDARDS

The Environmental Regulation Commission adopted on May 20, 2010 and EPA approved on June 27, 2013, Site Specific Alternative Criteria (SSACs) developed for iron and phytoplankton transparency. The recently adopted SAV transparency SSAC was adopted June 20, 2013 and submitted to EPA on July 17, 2013. EPA has not taken action on this SSAC at this time. However, the discharge from the facility does meet the existing transparency water quality criteria at this time and will continue to meet the criteria. The iron SSAC applies in the lower Fenholloway River from river mile 0.0 to river mile 3.5. No more than 10% of the iron measurements in this reach of the river shall be above 1.06 mg/l. The transparency SSAC applies in the Fenholloway River coastal waters and provides that during the average of the growing season (May 1 – October 31) average light (as photosynthetically active radiation between 400 and 700 nm) at 1 m depth at stations F10 (83° 47' 6.60" W, 29° 57' 4.20" N) and F11 (83° 48' 27.00" W, 29° 57' 38.40" N) shall be 36 percent or more of surface values based on a minimum of 12 measurements and will only apply during years in which the growing season average flow at Hampton Springs Bridge (USGS gage 02325000 near Perry) is less than or equal to 60 cubic feet per second (after subtracting flows from permitted point sources).

A proposed Level II WQBEL, pursuant to paragraph 62-302.531(2)(a)1.d., F.A.C., to establish site specific numeric interpretation of the narrative nutrient criterion that will supersede otherwise applicable numeric nutrient criteria. accompanies this draft permit. The permittee completed data collection and analysis and submitted a final technical report. The DEP has approved the final technical report, under the WQBEL Level II Process in accordance with Chapter 62-650, F.A.C., which is a means of determining the available assimilative capacity of the water body and establish WQBELs for dissolved oxygen, total ammonia, nutrients (total nitrogen (TN) and total phosphorus (TP)) and transparency. Furthermore, the portion of the Level II WQBEL setting forth the total TN (5573 lbs/day expressed as an annual average) and TP (839 lbs/day expressed as an annual average) loads from all sources to the Lower Fenholloway River estuary (WBID 3473A) will constitute a site specific numeric interpretation of the narrative nutrient criterion set forth in paragraph 62-302.530(47)(b), F.A.C. No other portion of the WQBEL will act as a site specific numeric interpretation of the narrative nutrient criterion. The portion of the total TMDL assigned to the applicant related to nutrients is a wasteload allocation of 2698 lbs/day TN and 600 lbs/day for TP.

13. THE ADMINISTRATIVE RECORD

The administrative record including application, draft permit, fact sheet, public notice (after release), comments received and additional information is available for public inspection during normal business hours at the location specified in item 13. Copies will be provided at a minimal charge per page.

14. PROPOSED SCHEDULE FOR PERMIT ISSUANCE

Draft Permit and Public Notice to Applicant and EPA and includes notice of approved WQBEL Level II study September 17, 2013

Publish Notice in Newspaper September 18, 2013

Public Comment Period Beginning: September 18, 2013

Ending: October 22, 2013

Conduct Public Meeting October 22, 2013

Proposed Permit to EPA November 4, 2013

Notice of Intent to Issue November 4, 2013

Publish Notice in Newspaper November 6, 2013

Notice of Permit Issuance November 25, 2013

15. DEP CONTACT

Additional information concerning the permit and proposed schedule for permit issuance may be obtained during normal business hours from:

Jeff Martin, P.E.
Professional Engineer III
FDEP, Northeast District Office

8800 Baymeadows Way West, Suite 100 Jacksonville, FL 32256-7577

Telephone No.: (904) 256-1700

The permit application file and supporting data are available for public inspection at any time through our electronic filing system at http://wrmedms.dep.state.fl.us/Oculus/servlet/login by searching for Facility-Site ID FL0000876 or during normal business hours, 8:00 a.m. to 5:00 p.m., Monday through Friday, except legal holidays, at the Department's Northeast District Office, 8800 Baymeadows Way West, Suite 100, Jacksonville, Florida 32256, at phone number (904) 256-1700 or email at Buckeve Comments@dep.state.fl.us.

BUCKEYE

ONE BUCKEYE DRIVE PERRY, FLORIDA 32348-7702

August 29, 2013

Ms. Melissa Long, P.E. Florida Department of Environmental Protection 8800 Baymeadows Way West, Suite 100 Jacksonville, FL 32256

Re: Water Quality Based Effluent Limits (WQBEL) Level II Study Report

Dear Ms. Long,

Please find attached the completed WQBEL Level II Study Report by HDR HydroQual dated August 28, 2013 which defines the needed effluent limitations for NPDES FL0000876 to ensure compliance with water quality criteria for dissolved oxygen, nutrients and transparency. Specifically, the attached modeling report details CBDO5, ammonia nitrogen, dissolved oxygen, color, suspended solids, and nutrient water quality based effluent limitations required to attain the dissolved oxygen, nutrient and transparency criteria for the Fenholloway River estuary.

As you know, notice of the proposed WQBEL Level II Plan of Study was published on July 17, 2013, in the Florida Administrative Register, Vol. 39, No. 138, pp. 3554-3555. No comments were received by the Department in response to this notice.

The study was completed under my direction in accordance with the Plan of Study approved by you on August 1, 2013. I certify to the best of my knowledge and belief, it was performed in accordance with commonly accepted procedures consistent with applicable standards of practice.

Chet Thompson, P.E.

Florida Registration Number 38426 Environmental Program Manager

cc: Wayne Magley-FDEP Tallahassec



TECHNICAL MEMORANDUM

TO: CHET THOMPSON DATE: AUGUST 28, 2013

BUCKEYE FLORIDA, LP

CC: RE: FENHOLLOWAY RIVER AND ESTUARY

WQBEL MODELING ANALYSIS REPORT

FROM: THOMAS W. GALLAGHER FILE: BUCC. 201233

CRISTHIAN MANCILLA

1. Introduction

This Water Quality Based Effluent Limit (WQBEL) report completes the plan of study (POS) approved by the Florida Department of Environmental Protection (FDEP, 2013a). The Fenholloway was reclassified from a Class V to Class III water body on January 1, 1998. The applicable Class III water quality standards are in F.A.C. 62-302. Water quality criteria for dissolved oxygen, transparency and nutrients apply to Outfall D-002, for which the FDEP has determined effluent limits must be more stringent than either the technology based effluent limitations or previous permit limitations. This study was designed to determine whether previously proposed effluent limitations developed during USEPA Region 4 TMDL development (USEPA, 2007 and 2009) and FDEP site specific alternative criteria development (HydroQual, 2009) would achieve the current Florida water quality criteria. Evaluation of the proposed effluent limitations was performed with a calibrated water quality model developed for the Fenholloway area. A brief description of the dissolved oxygen model calibration is also included in this document.

2. Previous Fenholloway River Modeling Studies

Over multiple years, a three-dimensional time variable hydrodynamic/water quality model was developed for the Fenholloway and Econfina Rivers/Estuaries and nearby Gulf area. The development and calibration of the eutrophication component of the water quality modeling was finalized in late 2008 (HydroQual, 2008). The transparency component of the model was completed in early 2009 (HydroQual, 2009). The model study area extends along the Gulf Coast from the Aucilla River in the northwest to about 8 miles southeast of the Fenholloway River, extends offshore into the Gulf of Mexico about 10 miles, and includes the Fenholloway and Econfina Rivers. Figure 1 presents the mode study area and model grid. The Fenholloway River originates in San Pedro Bay, a freshwater wetland area, and flows west to southwest past the City of Perry to the Gulf of Mexico. The Buckeye mill's treated effluent is currently discharged to the Fenholloway River

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near Perry (Hwy 19) about 25 miles upstream from the Gulf of Mexico. The major freshwater sources in the study area are the Fenholloway and Econfina Rivers, and the Aucilla River to the northwest. Modeling calibration and analyses were performed with data collected from 1998 through 2001. In general, 1998 was a relatively were year and 1999-2001 were relatively dry years as compared to the long-term average flows in these rivers.

This water quality model was reviewed and approved for use by the US Environmental Protection Agency (USEPA) Region 4 for the 2009 Fenholloway River nutrient TMDL and by Florida Department of Environmental Protection (FDEP) in 2010 for development of the Fenholloway River Type II Site Specific Alternative Criterion (SSAC) for transparency. By means of this model, the TMDL nutrient study established total nitrogen and total phosphorus waste load allocations for the Buckeye effluent discharge necessary to achieve the nutrient water quality criterion. The transparency SSAC study established the required effluent color allocation. The water quality model development and calibration was a collaborative effort between HydroQual, USEPA Region 4, FDEP, and Buckeye Florida, L.P. (Modeling Team). During the course of such modeling studies, frequent conference calls and meetings occurred to ensure that the final calibrated water quality model would be acceptable to all parties for use in supporting the issue of a nutrient TMDL and a transparency SSAC.

3. Fenholloway Estuary Modeling Updates

After the development and calibration of the water quality model in 2009, further acquisition of water quality data and additional modeling analyses performed with the existing model allowed the implementation of model updates that improved the model performance.

In 2011, it was determined that the freshwater model boundary conditions for total organic nitrogen (TON) could be improved by using a dataset from the Suwannee River Water Management District (SRWMD) and also limited datasets obtained from the Impaired Waters Rule database (HDR|HydroQual, 2011). A relationship between SRWMD TON data and river flows (Econfina River) was developed and employed to specify all TON freshwater model boundary conditions. The TON model boundary conditions at the Gulf were also redefined based on a total nitrogen to color relationship developed from Econfina River measurements. A minimum Gulf nitrogen background concentration was specified based on limited available independent datasets. The nutrient model was re-calibrated with the new relationships in preparation for development of numeric nutrient criteria (NNC) evaluations.

In early 2013, additional model improvements were performed in the transparency component of the water quality model (HDR|HydroQual, 2013). The light extinction formulation was updated based on detailed analyses performed to the water quality datasets previously employed and the acquisition of complementary data. Additionally, a redefinition of the target area for transparency

assessment in the Fenholloway River near Gulf area agreed upon by USEPA and FDEP in 2012 was incorporated in such analysis. The model modifications performed during this phase of the modeling work significantly improved the model calibration of the transparency component of the water quality model. The transparency SSAC was then recomputed to account for all the model updates.

The original water quality model calibration and subsequent model improvements were performed targeting nutrients, chlorophyll-a (chl-a) and transparency simulations for use in developing the USEPA nutrient TMDL (USEPA, 2009). Only a preliminary calibration of the dissolved oxygen (DO) component of the water quality model was included in the original analysis. The next section of this document, for the purpose of developing Biological Oxygen Demand (BOD) and ammonia WQBELs, summarizes the data analyses and model calibration efforts performed to calibrate the DO component of the water quality model.

4. DO Model Calibration

4.1 DO Model Calibration Approach

Datasets available at the time of this study are: a 1992 HydroQual dataset (HydroQual, 1993), a 1998-2001 EP&A dataset, a 1998-1999 USEPA dataset (USEPA, 2000), a 1999-2001 Suwannee River Water Management District (SRWMD) Econfina River dataset and the recent 2012 Cardno Entrix Econfina River continuous DO data (Buckeye, 2013).

The 1998-2001 EP&A DO dataset was the primary dataset for the DO model calibration efforts. Water quality data (nutrients, chlorophyll-a, etc.) collected during the same EP&A survey was employed for calibration of the eutrophication and transparency components of the water quality model. This DO dataset contains approximately 4 samples per year for stations F03 to F05A and 9 samples per year for stations F06 to F26. Figure 2 shows the location of the sampling stations in the Fenholloway Estuary and near Gulf area. For verification of the validity of the 1998-2001 EP&A DO data, graphical companisons were performed against the 1998-1999 USEPA and 1999-2001 SRWMD DO datasets. Econfina River station E01 is the only overlapping location between the EP&A and SRWMD datasets. The location of station E01 is shown on Figure 1. Although the focus of this DO model calibration effort is the Fenholloway Estuary and nearby Gulf area, for the purposes of data comparison among data sources, station E01 provides about 5 years of overlapping data. Figure 3 presents temporal plots of DO, DO saturation and salinity data collected by EP&A, SRWMD and USEPA. The USEPA DO dataset is very limited in temporal resolution (3 sampling dates, but was also included in the comparison. This DO graphical comparison indicates that there is a good agreement in measured DO among the independent data sources. Figures 4 to 7 present an additional comparison between EP&A and USEPA DO data at a few Fenholloway Estuary locations. This comparison also indicates a good agreement in measured DO. Because the Cardno Entrix DO data is limited to the Econfina River and for the year 2012, while the focus of this study is the Fenhollowav Estuary, this dataset was not employed during this study.

The general approach in this DO calibration effort consisted in: 1) calibrating the model against the EP&A DO dataset for the existing eutrophication and transparency model calibration period (1998-2001), 2) further testing of the DO model performance by developing a 1992 simulation to compare computed DO levels against both DO surveys conducted by USEPA in such year (May 29 and June 1 1992). The 1992 DO dataset is limited in temporal resolution but provides a good spatial resolution along the Fenholloway Estuary. For the purposes of the WQBEL study, the focus of the DO calibration was the Fenholloway Estuary and nearby Gulf area. The next sections provide a summary of the various model calibration components and model results.

4.2 Boundary Conditions

4.2.1 Rivers and Buckeve Discharge

DO related model boundary conditions involved the specification of ultimate BOD (uBOD) and DO time series for each of the model freshwater inputs to the model as well as the open Gulf model boundary. Similarly to the approach implemented during the eutrophication model calibration work, data measured at station E01 (Econtina River upstream boundary) was employed for the definition of all freshwater boundaries other than the Fenholloway River upstream location (blend of background runoff and Buckeve effluent water quality; and Spring Creek. Although, a linear interpolation in time was performed to specify daily DO and BOD5 values for the whole simulation period, effectively the very limited BOD5 measurements at E01 represented almost a constant value with an average of 1 mg/L. DO and BOD5 measured at station F02 were employed for the definition of Spring Creek. Again, the very limited Spring Creek BOD5 measurements represented an almost constant value of about 0.7 mg/L. DO measured at station F03 was employed for the specification of the Fenholloway River upstream boundary. Figure 8 presents the DO data measured at stations E01, F02 and F03. Initially, the limited BOD5 measurements at station F03 were employed for developing the Fenholloway River upstream boundary but after several model sensitivity and data analyses it was determined that a more detailed boundary definition approach was necessary. A BOD5 mass balance was performed by employing measured background daily river flows, daily effluent flows, an assigned background BOD5 concentration and measured effluent BOD5 concentrations. Figure 9 presents the available effluent flow and BOD5 data (total and carbonaceous). Only total BOD5 (TBOD5) effluent data is available for the modeling period (1998-2001), however, the available 2002-2012 TBOD5 and carbonaceous BOD5 (CBOD5) data allowed the estimation of the average effluent CBOD5/TBOD5 ratio. Figure 10 presents this analysis. The average ratio (0.6) was employed to estimate the 1998-2001 daily CBOD5 effluent values. Additionally, it was estimated that, for the flow conditions present during the modeling period and the approximately 10 miles from the effluent location to station F03, the BOD oxidation

process could produce a BOD decrease of about 25% to 30%. Figure 11 presents the BOD5 mass balance results and the limited BOD5 measurements at F03 (bottom panel). River background and effluent daily flows are included in this figure (upper panel) as well as measured effluent TBOD5 (mid panel). In general, the limited BOD5 measurements are in agreement with the mass balance results; furthermore, model calibration scenarios confirmed that when defining the Fenholloway River upstream BOD5 boundary with the results of this mass balance calculation, a significant calibration improvement was achieved at downstream river and estuary stations. The computed BOD5 at F03 was converted to uBOD using an uBOD/BOD5 ratio of 6, a ratio employed in previous modeling studies for this system. Any other freshwater BOD5 input employed an uBOD/BOD5 ratio of 4.5.

4.2.2 Open Gulf

Following the open boundary derivation methodology implemented in the original water quality calibration study, the DO and BOD5 Gulf boundaries were defined by measured data at stations E25, E26, F25, and F26. The west and south west outer Gulf model boundaries were developed based on stations E25 and E26 data while the east and south east boundaries employed data measured at stations F25 and F26. Figure 12 presents measured DO at these stations. BOD5 data at these outer Gulf stations is very limited, about 9 samples per station for the entire 4 years and therefore a constant uBOD of 4 mg/L was employed for the entire open Gulf boundary (Gulf BOD5 value employed in other studies). In any case, the few BOD5 measurements at these stations average around 0.9 mg/L and would be consistent with an uBOD value of 4 mg/L when employing an uBOD/BOD5 ratio of 4.5.

4.3 Model Parameters and Constants

Tables 1 to 3 present a summary of the most relevant parameters and constants relevant to the calibration of the DO component of the water quality model. Those model parameters were determined based on previous modeling studies performed for this particular water body (HydroQual, 1993) and by performing adjustments to achieve an acceptable model calibration level. The model selected coefficients are within the expected values for similar water bodies.

4.4 Submerged Aquatic Vegetation Daily Average Photosynthesis and Respiration

As part of the Fenholloway nutrient TMDL modeling performed by HydroQual (HydroQual, 2008), an estimate of nitrogen and phosphorus uptake by submerged aquatic vegetation (SAV), ephiphytes, and macroalgae in the Gulf was assigned based on calibration of inorganic nitrogen and phosphorus concentrations in the Gulf. For the DO model a net daily average oxygen production that is consistent with the assigned nutrient uptake by SAV, ephiphytes, and macroalgae was calculated.

The net oxygen production by Gulf benthic plants was computed by converting the nitrogen uptake rate in $g/m^2/day$ to net oxygen production with the stoichiometric factors of 20 g net carbon fixed per g of nitrogen taken up by plant life and 2.67 g of net oxygen production per g of carbon fixed. For example a net nitrogen uptake of 0.030 $g/m^2/day$ would result in a net oxygen production rate of 1.6 g $O_2/m^2/day$.

After estimating a daily average net oxygen production rate from benthic plant nitrogen uptake rates, instantaneous rates of oxygen production were computed based on the assumptions that oxygen production by benthic plant photosynthesis varies over daylight hours in a sinusoidal fashion with peak oxygen production occurring at solar noon and that benthic plant respiration (R) is approximated as 25% of the daily average gross oxygen production (Pavg). For a daily average net (Pavg – R) rate of 1.6 g $O_2/m^2/day$, the computed Pavg rate is 2.13 g $O_2/m^2/day$ (1.6 g $O_2/m^2/d$ divided by 0.75) and the respiration rate as 0.53 g $O_2/m^2/day$ (0.25 x 2.13 g $O_2/m^2/day$). The peak solar noon photosynthesis rate is computed by dividing Pavg by the fraction of day that is daylight (for example 0.5) and the ratio of the average value of half a sine fraction to the peak value of half a sine fraction ($2/\pi$ or 0.64) yielding a peak photosynthesis rate of 6.66 g $O_2/m^2/day$ at solar noon. Estimating instantaneous variations in oxygen production that are consistent with the net daily oxygen production rate estimated from benthic nutrient uptake rates substantially improved the DO model calibration and produced some of the measured supersaturated DO concentrations measured during the daytime.

4.5 Calibration results (1998-2001)

Figures 15 to 25 present a summary of the DO model calibration results. These figures present model output and observed data for the modeling period from 1998-2001 as follows: surface model daily output as the black line; bottom model daily output as the dashed black line; green shadow represents hourly variation for the surface daily output; pink shadow represents hourly variation for the bottom daily output; and observed data as the symbols. Computed salinity concentrations are included in these figures for reference and interpretation. The model calibration reproduces the temporal and spatial patterns in the data reasonably well. Specifically, the DO recovery along the Fenholloway Estuary from the upstream locations to the Gulf and temporal patterns driven by temperature, flow. Gulf benthic oxygen production, estuarine hydrodynamics and other factors.

4.6 Calibration results (May-June 1992)

Further testing of the DO model performance was achieved by developing a 1992 simulation to compare model computed DO levels against both DO surveys conducted by USEPA in such year (May 29 and June 1, 1992). This DO dataset, although limited in temporal resolution, it provides a good spatial resolution along the Fenholloway Estuary. A hydrodynamic simulation was developed for this year by employing the existing calibrated hydrodynamic model with 1992 forcing functions

(flows, tides, meteorological data, etc.). A 1992 DO simulation was then implemented by employing the DO model configuration attained by model calibration against the 1998-2001 DO dataset. Figure 26 presents a longitudinal profile of the Fenholloway Estuary model computed and measured DO for both survey dates. In this figure, the data is presented as daily average DO with the range (bars) representing variability due to data collection at multiple depths and multiple times over an approximate period of 14 hours. The model computed DO is also presented as daily average values with the range representing depth variability (surface to bottom) and time variability approximately between the survey starting and ending times. Model computed suspended algae DO primary productivity and Gulf benthic oxygen production were not considered in the DO balance for this simulation as not enough water quality data was available to calibrate the eutrophication component of the model. Limited available color data for the year 1992 and previous transparency modeling results seem to indicate that transparency conditions during such year would prevent high levels of Gulf benthic activity. The model simulation reproduces the measured spatial DO pattern reasonably well. This additional testing of the DO model indicates that the model configuration represents fairly well the DO balance dynamics in the Fenholloway Estuary and nearby Gulf.

5. Evaluation of Proposed WQBELs

Having calibrated the DO component of the water quality model, the model was deemed suitable for performing a water quality simulation reflecting WQBEL conditions. Table 4a presents the nutrient, BOD5, and color effluent loads employed for this projection scenario. The loads summarized in Table 4a represent loading conditions specified everyday during the 4-year model simulation. The translation from these modeling loads to permit loads is presented in Table 4b. In the case of effluent CBOD5, a statistical analysis previously performed with measured effluent CBOD5 data was updated to reflect additional data measurements (2007-2012). The maximum daily average CBOD5 effluent load is consistent with the monthly average load and daily BOD5 effluent variability characteristics. Even though TSS is not explicitly included in the water quality model, its contribution to the Fenholloway Estuary transparency conditions is reflected in the model light extinction formulation. The background extinction in the model light extinction formulation reflects the TSS conditions present during the 4-year model simulation. An analysis of the measured TSS effluent loads during the 4-year simulation period allowed the determination of TSS effluent permit loads (Table 4b) that would restrict Buckeve's effluent TSS load to conditions experienced during the development of the transparency SSAC (1998-2001). In agreement with the previously developed Fenholloway River nutrient TMDL and transparency SSAC, nutrient, DO, and color loading conditions for this projection scenario are configured by establishing the non-point source (NPS) loads at the model calibration values and desired effluent loads with the Buckeye discharge relocated at a location 1.5 miles upstream of the Fenholloway estuary mouth (Figure 27). A detailed description of the NPS loads can be found in the original modeling reports and subsequent modeling updates documentation. The projection scenario was configured and executed and the corresponding results post-processed for comparison against current DO standards, nutrient TMDL compliance target, proposed FDEP NNC values, and transparency SSAC.

For compliance with the recently revised Florida DO standard for marine waters (F.A.C. 62-302.533(2), FDEP, 2013c), the computed DO saturation (% DO Sat.) levels should reflect: a) a daily average below 42 no more than 10% of the time, b) a 7-day average below 51 no more than once in any twelve week period, and c) a 30-day average below 56 no more than once per year. The applicable assessment area for DO compliance for the Fenholloway River Estuary, as defined by FDEP, is shown on Figure 27. Figure 28 presents temporal plots of the volume-weighted daily average, 7-day block average and 30-day block average % DO Sat. computed for this assessment area. For the projection scenario loading conditions, all three DO standard criteria are met.

For evaluation of compliance with the nutrient TMDL, the regulatory agency previously defined an area for assessment of the TMDL endpoint (chl-a levels). Such chl-a assessment area is shown on Figure 29. As stated during the nutrient TMDL, FDEP's water quality standards (WQS) currently have narrative nutrient criteria. Nutrient TMDLs require numerical endpoints to assess compliance with its nutrient WQS and in this case, a chl-a target was used. The nutrient TMDL defined a chl-a baseline reference level such that when the annual average chl-a values in the assessment area are less than 5 µg/L, the estuary should be considered to have 'good' or non-impaired water quality. The computed growing season and annual average chl-a for the assessment area are summarized in Table 5. The growing season and annual average chl-a for each of the years (1998-2001) is less than the chl-a target of 5 µg/L and therefore the projection scenario complies with the nutrient TMDL. target. FDEP is currently developing TN, TP and chl-a NNC values based on annual geometric means for pre-determined assessment areas. Figure 30 shows four NNC assessment areas relevant to the present study. The assessment areas depicted in Figures 27 and 30 are consistent with the NNC assessment segments identified in the August 1, 2013 report to the Florida Governor and Legislature (FDEP, 2013b). For comparison of the projection scenario nutrient and chl-a concentrations against possible future NNC for these areas, Table 6 presents the model computed volume-weighted annual geometric means for the modeling period. The model top two lavers were employed in computing these annual geometric means for consistency with FDEP's approach in assessing their NNC derivation analyses.

The Feriholloway River transparency SSAC established a compensation depth criterion for evaluation of compliance with the SSAC target. This criterion specifies that the annual average compensation depth at station F06 should be at least 0.66 meters. Compensation depth measurements to compute the annual average value should correspond to days when the daily average flow at Cooey Island Bridge measures less than 200 cfs. The annual average compensation depth at F06 for the projection scenario (under such flow limitations), for each year included in the simulation, are presented in Table 7. All four years represent an annual average compensation depth greater that 0.66 meters and therefore comply with the transparency SSAC target

References

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- FDEP, 2013a. Email approval of the WQBEL Plan of Study by Melissa Long, Northeast District FDEP, Program Administrator, Water and Environmental Resource Permitting, August 1, 2013.
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- USEPA, 2000. Fenholloway Nutrient Study: Perry, FL, February 18, 2000 by U.S. Environmental Protection Agency, Region 4. Science and Ecosytem Support Division, Ecological Assessment Branch, Athens, Ga.
- USEPA, 2007. Final Total Maximum Daily Load (TMDL) in Fenholloway River, Bevins (Boggy) Creek, Econfina River Basin (Includes TMDLs for Dissolved Oxygen, Biochemical Oxygen Demand, Unionized Ammonia, Fecal Coliform, and Dioxin), April 2007.
- US EPA, 2009. Total Maximum Daily Load (TMDL) for Nutrients in Fenholloway River, Econfina River Basin (WBIDs 3473A and 3473B), January 2009.

| Table 1. Sediment Oxygen Demand (SOD) at 20°C | | | | |
|---|-------------|--------------|--|--|
| Region | | | | |
| Fenholloway River/Estuary | RM | SOD (g/m²/d) | | |
| FO3 to Peterson Landing | 12.5 to 1.6 | 0.5 | | |
| Peterson Landing to Estuary Mouth | 1.6 to 0.7 | 1.5 | | |
| Near Shore Gulf | 0.0 to -2.0 | 1.0 | | |
| Open Gulf | | 0.5 | | |

| Table 2. Reaeration (KL) | | |
|---------------------------|-------------|----------|
| Region | | |
| Fenholloway River/Estuary | RM | KL (m/d) |
| F03 to Estuary Mouth | 12.5 to 0.0 | 1.5 |
| Near Shore Gulf | 0.0 to -2.0 | 0.5 |
| Open Gulf | | 1.0 |

| Table 3. BOD and Ammonia Oxidation Rates at 20°C | | |
|--|-------------|----------|
| Region | | |
| Fenholloway River/Estuary | RM | Kd (1/d) |
| F03 to end of Free Flowing River Section | 12.5 to 3.4 | 0.30 |
| Transitional Section | 3.4 to 2.4 | ().1() |
| Downstream of Transitional Section and Open Gulf | | 0.05 |

| Table 4a. Projection Scenario Effluent Loads | | | | |
|--|----------|---------|--|--|
| Parameter | Units | Value | | |
| TN | lb/d | 2,698 | | |
| NH3 | lb/d | 365 | | |
| TP | lb/d | 600 | | |
| Color | eqv lb/d | 353.199 | | |
| DO | mg/L | 5 | | |
| CBOD5 | lb/d | 4,018 | | |

| Table 4b. Effluent Permit Loads | | | | | |
|---------------------------------|----------|---------------|-----------------|----------------|--|
| Parameter | Units | Daily Average | Monthly Average | Annual Average | |
| TN | lb/d | | | 2,698 | |
| NH3 | lb/d | | 365 | | |
| TP | lb/d | | | 600 | |
| Color | egv lb/d | | | 353,199 | |
| DO | mg/L | 5 | | | |
| CBOD5 | lb/d | 6,429 | 4,018 | | |
| TSS | lb/d | 17,600 | 8,360 | | |

| Table 5. Chl-a Assessment Area Volume-Weighted Chl-a (ug/L) | | | |
|---|----------------|--------|--|
| Year | Growing Season | Annual | |
| 1998 | 4.27 | 3.00 | |
| 1999 | 1.90 | 1.32 | |
| 2000 | 1.92 | 1.36 | |
| 2001 | 1.85 | 1.31 | |

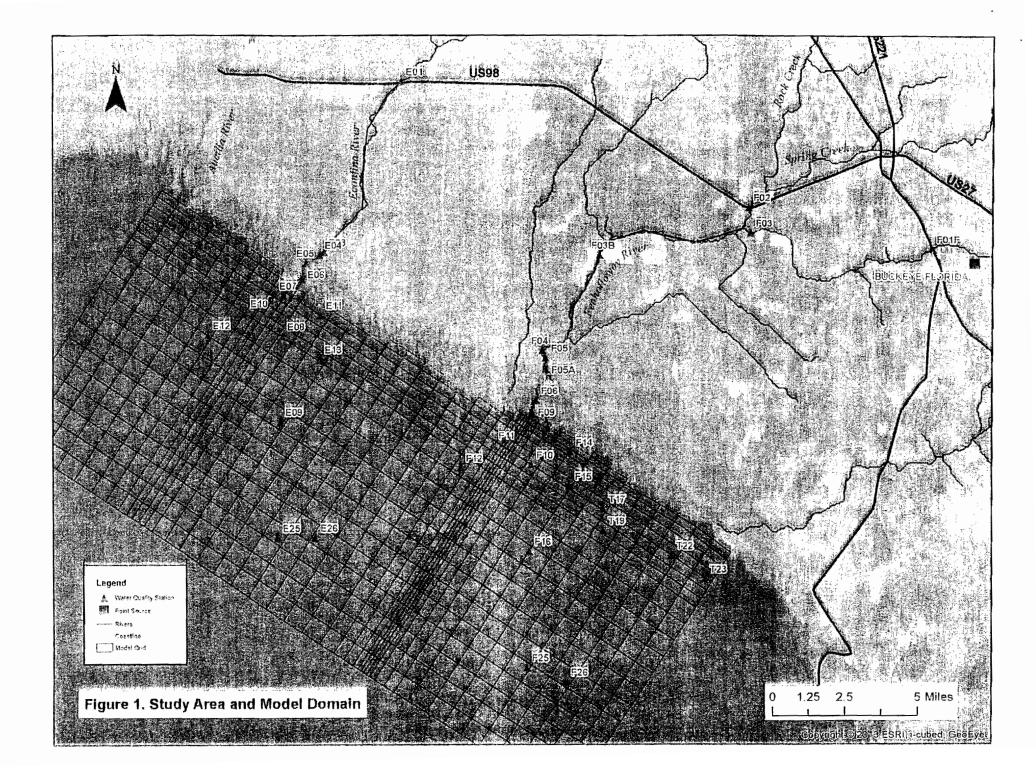
Table 6. Nutrients and Chl-a Annual Geometric Means - Top 2 layers

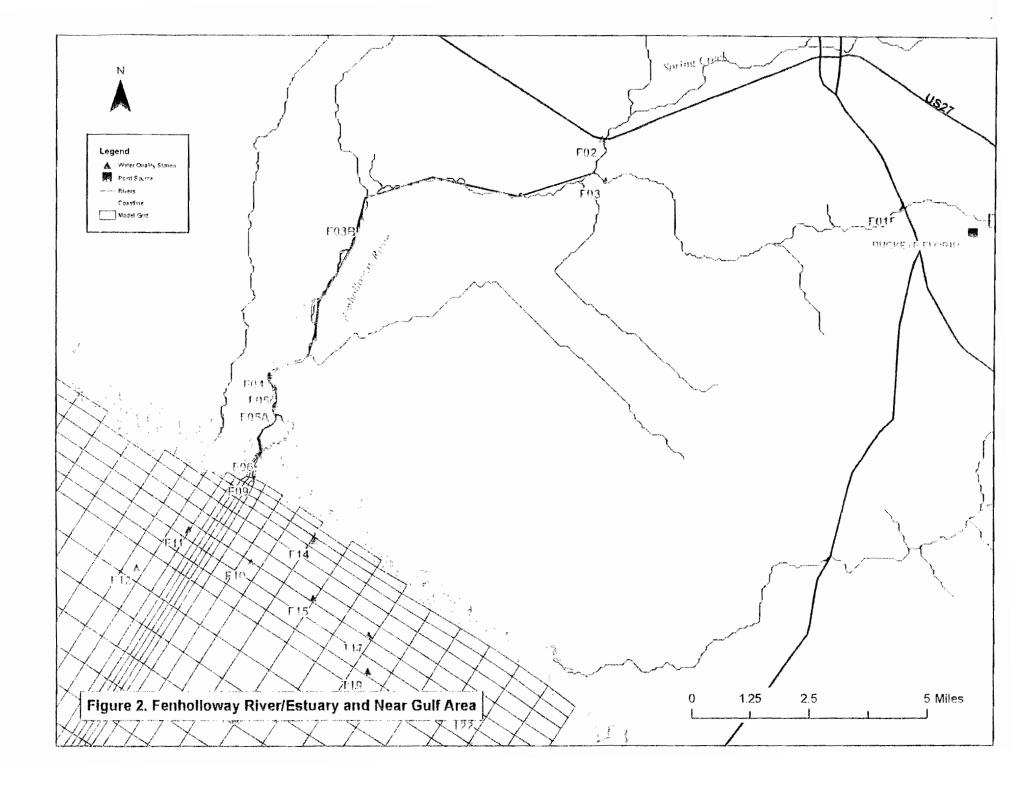
| | Volume-Weighted Annual Geometric Mean TP (mg/L) | | | | |
|------|---|-------------------------|---------------------------|----------------------|--|
| | Fenholloway River/Estuary | Fenholloway Offshore | Econfina River/Estuary | Econfina Offshore | |
| 1998 | 0.248 | 0.035 | 0.043 | 0.034 | |
| 1999 | 0.352 | 0.019 | 0.025 | 0.014 | |
| 2000 | 0.396 | ().02() | 0.023 | 0.016 | |
| 2001 | 0.380 | 0.020 | 0.038 | 0.016 | |

| | Volume-Weighted Annual Geometric Mean TN (mg/L) | | | | |
|------|---|-------------------------|---------------------------|----------------------|--|
| | Fenholloway River/Estuary | Fenholloway Offshore | Econfina River/Estuary | Econfina Offshore | |
| 1998 | 1.59 | 0.44 | 0.62 | 0.43 | |
| 1999 | 1.74 | 0.27 | 0.32 | 0.24 | |
| 2000 | 1.88 | 0.28 | 0.27 | 0.25 | |
| 2001 | 1.88 | 0.28 | 0.38 | 0.26 | |

| | Volume-Weighted Annual Geometric Mean Chl-a (ug/L) | | | | |
|------|--|-------------------------|---------------------------|----------------------|--|
| | Fenholloway River/Estuary | Fenholloway Offshore | Econfina River/Estuary | Econfina Offshore | |
| 1998 | 1.2 | 1.9 | 1.2 | 1.6 | |
| 1999 | 0.6 | 0.8 | 0.5 | 0.7 | |
| 2000 | 0.7 | 0.7 | 0.6 | 0.7 | |
| 2001 | 0.7 | 0.7 | (),7 | (),7 | |

| | 7. Annual Average Compensa | |
|-------|----------------------------|--------------------------|
| Year | Annual Average | # of Days Flow < 200 cfs |
| 1998 | 0.82 | 172 |
| 1999 | 0.84 | 350 |
| 2000 | 0.80 | 363 |
| 2001* | 0.72 | 265 |





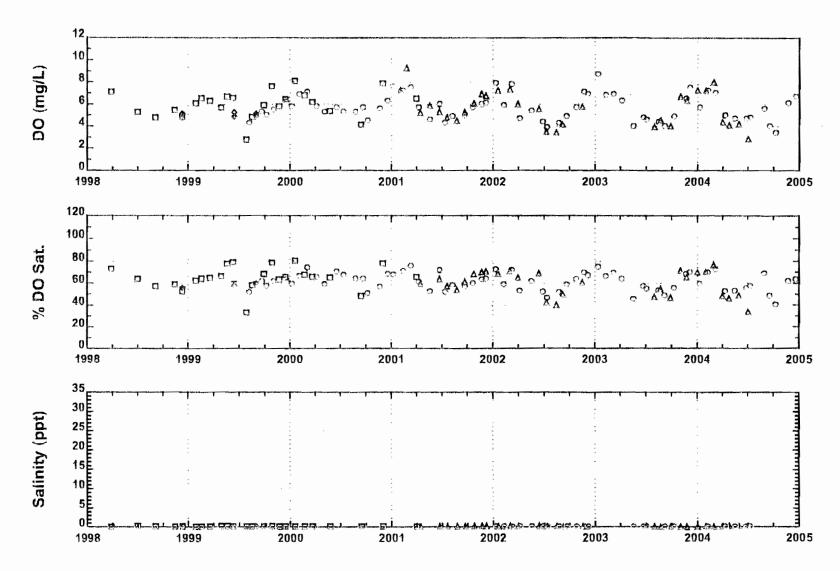


Figure 3. Comparison of measured DO and salinity at station E01 (1998-2004)

 ○ SRWMD
 EP&A

 Δ
 Surface

 OUSEPA
 □ Mid

 ▼ Bottom

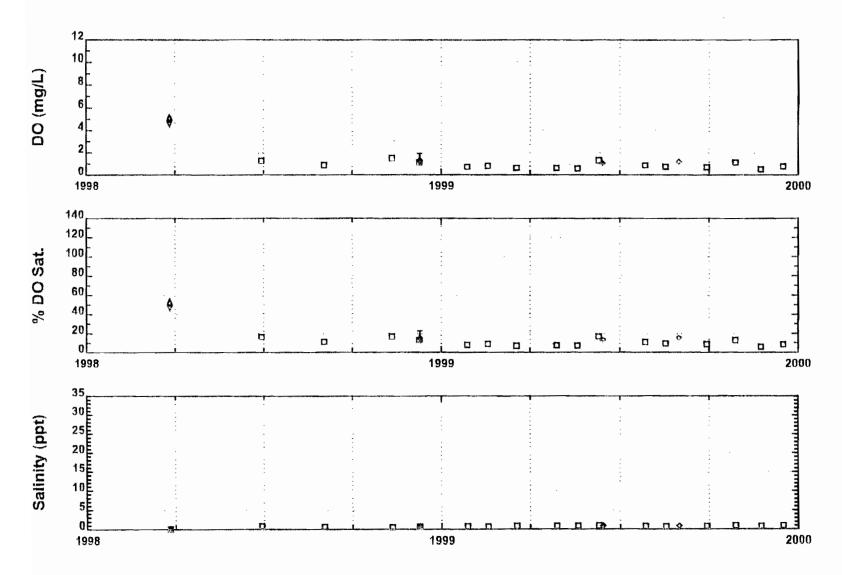


Figure 4. Comparison of measured DO and salinity at station F03 (1998-1999)

♦ USEPA EP&A

A Surface

Mid

Bottom

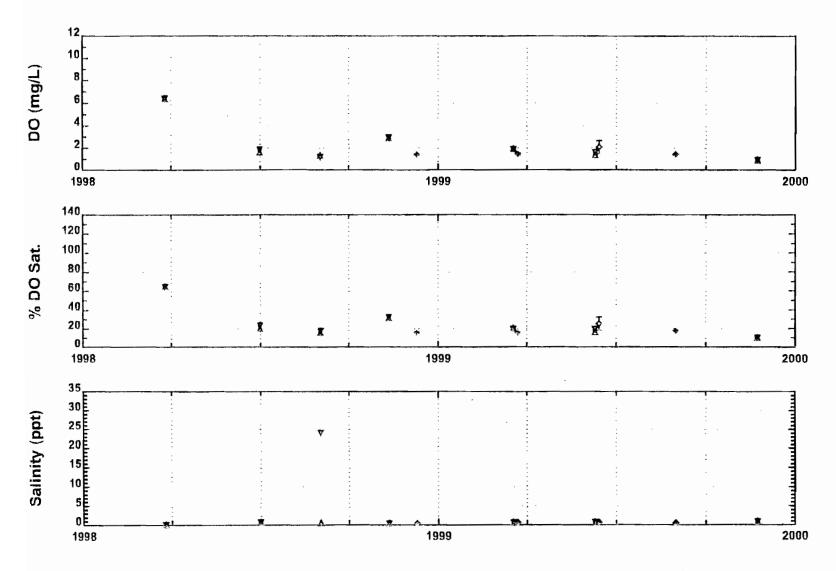


Figure 5. Comparison of measured DO and salinity at station F04 (1998-1999)

♦ USEPA EP&A

A Surface

Mid

Bottom

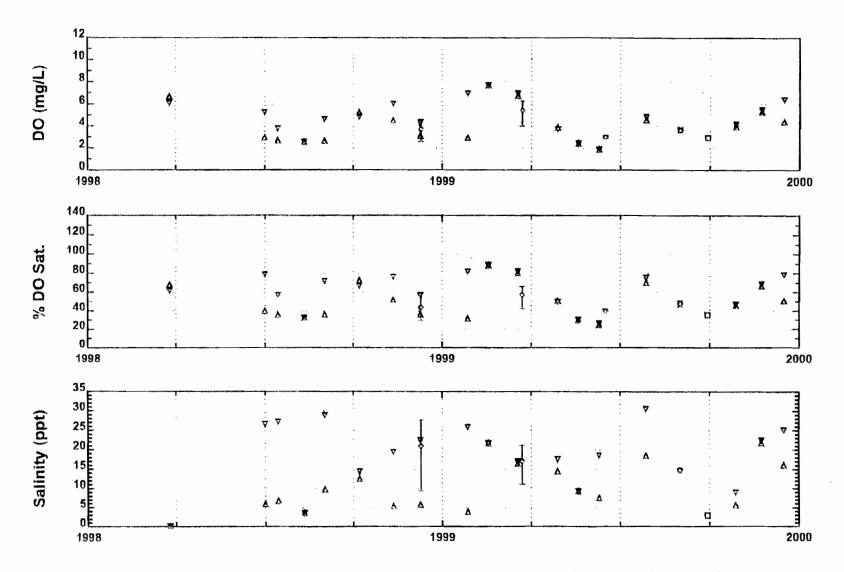


Figure 6. Comparison of measured DO and salinity at station F06 (1998-1999)

♦ USEPA EP&A

Δ Surface

☐ Mid

▼ Bottom

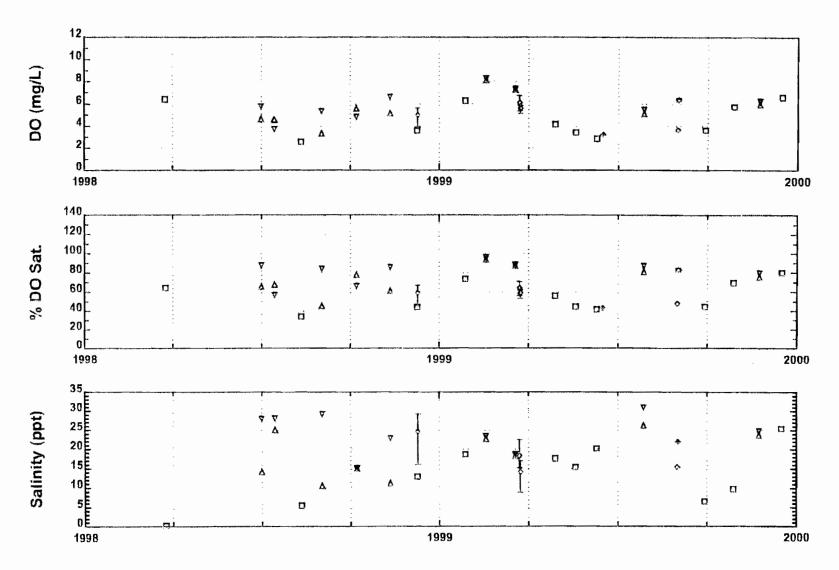


Figure 7. Comparison of measured DO and salinity at station F09 (1998-1999)

○ USEPA EP&A

△ Surface
□ Mid
▼ Bottom

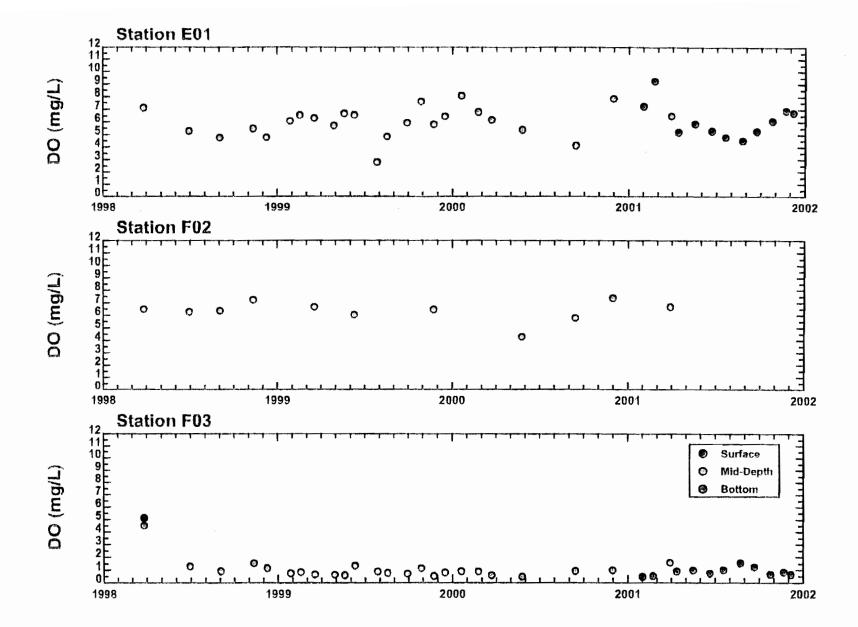


Figure 8. Measured DO at Stations E01, F02 and F03 (1998-2001)

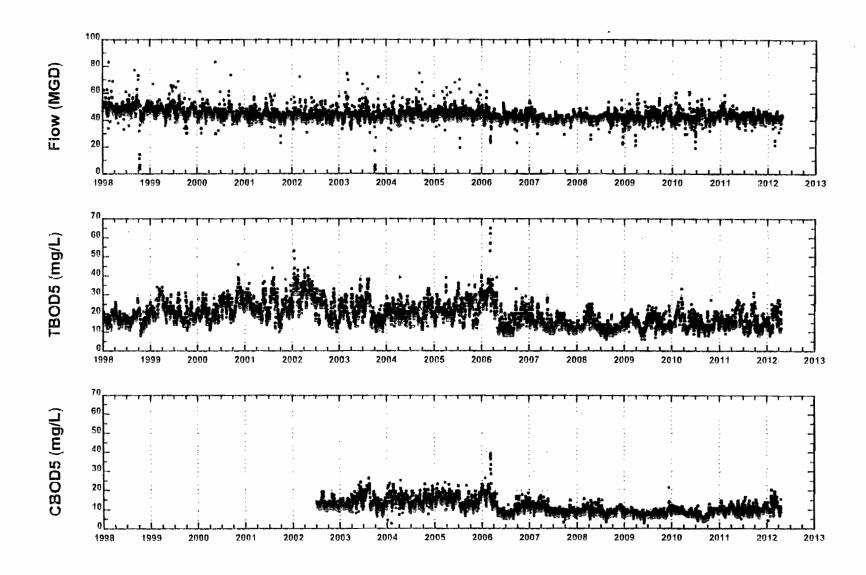


Figure 9. Buckeye Measured Effluent Flow and BOD5 (1998-2012)

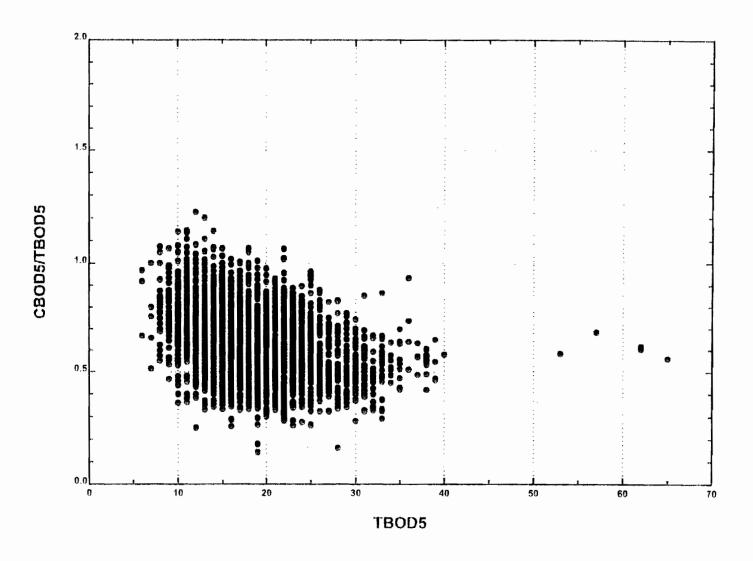


Figure 10. Buckeye Effluent CBOD5-TBOD5 Analysis (2002-2012)

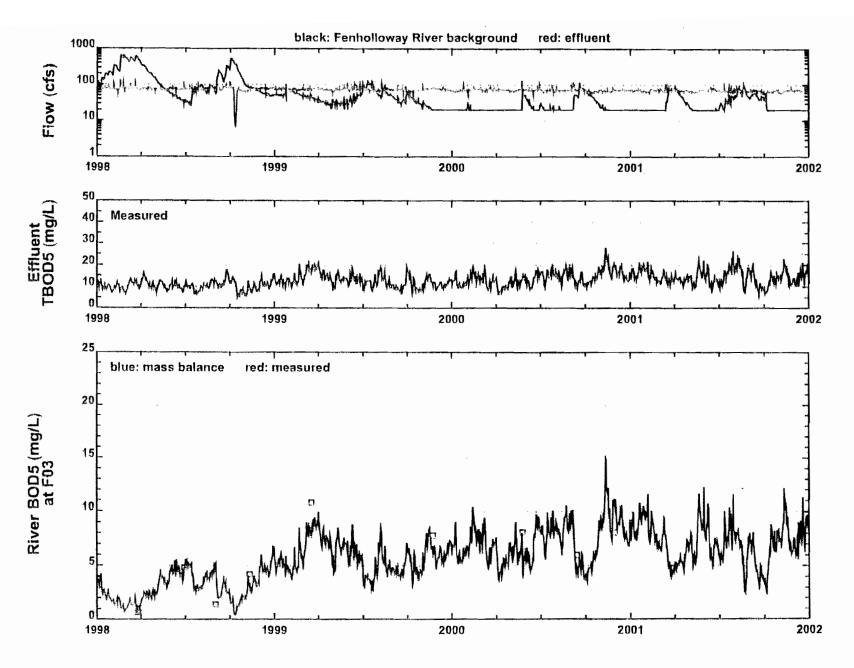


Figure 11. Fenholloway River Upstream BOD5 Model Boundary Derivation (1998-2001)

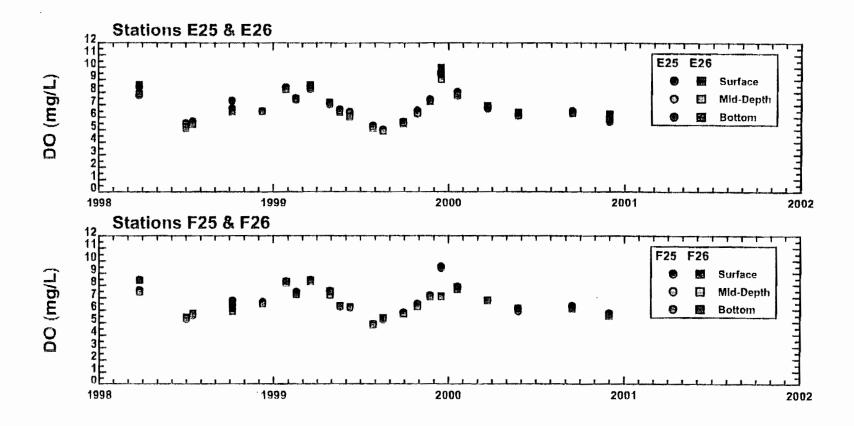


Figure 12. Measured DO at Stations E25, E26, F25, and F26 (1998-2001)

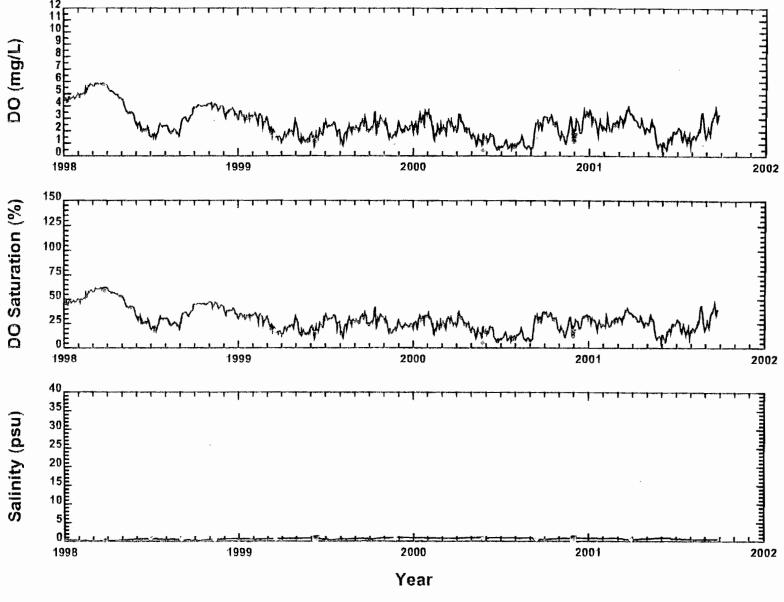


Figure 13. Fenholloway River Estuary DO Calibration Results (1998-2001)

Station: F03B

Model Results

Daily Average Surface

Daily Average Bottom
Hourly Variation

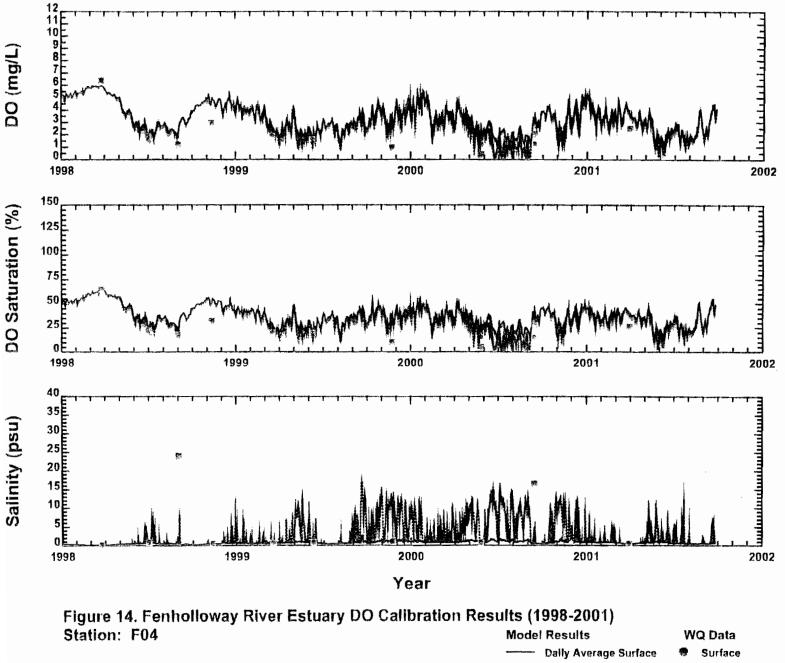
Mid-Depth
Hourly Variation

Results (1998-2001)

WQ Data

Surface

Mid-Depth
Hourly Variation



Mld-Depth Daily Average Bottom **Hourly Variation** Bottom

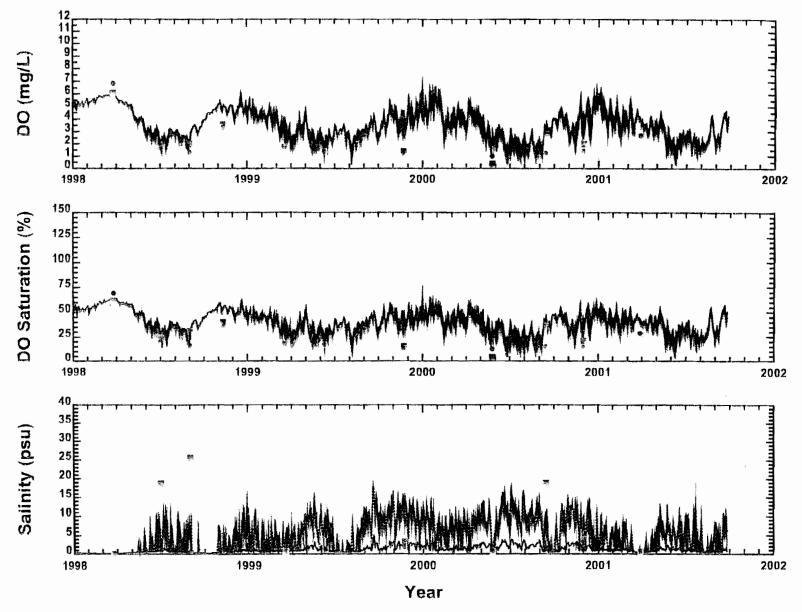


Figure 15. Fenholloway River Estuary DO Calibration Results (1998-2001)

Station: F05

Model Results

Daily Average Surface
Daily Average Bottom
Hourly Variation

Mid-Depth
Hourly Variation

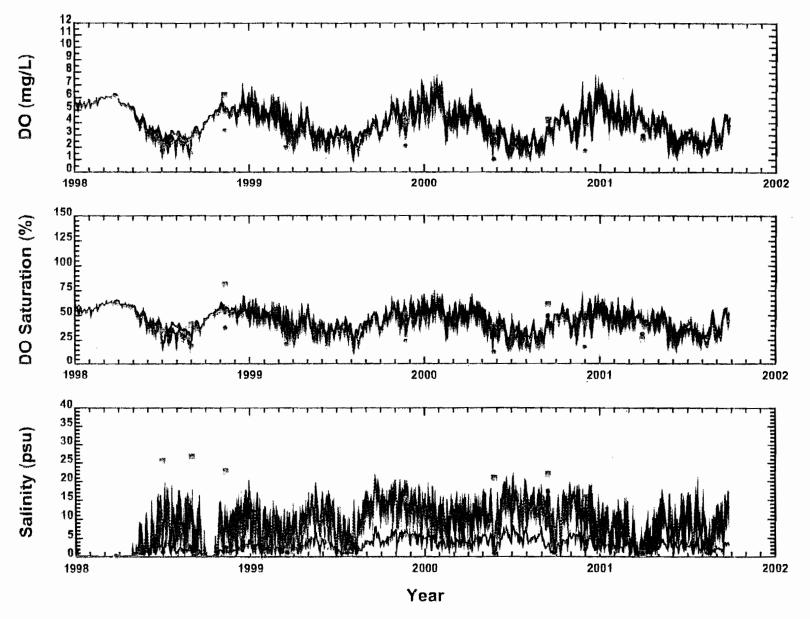


Figure 16. Fenholloway River Estuary DO Calibration Results (1998-2001)

Station: F05A

Model Results

Daily Average Surface

Daily Average Bottom
Hourly Variation

Mid-Depth
Hourly Variation

Bottom

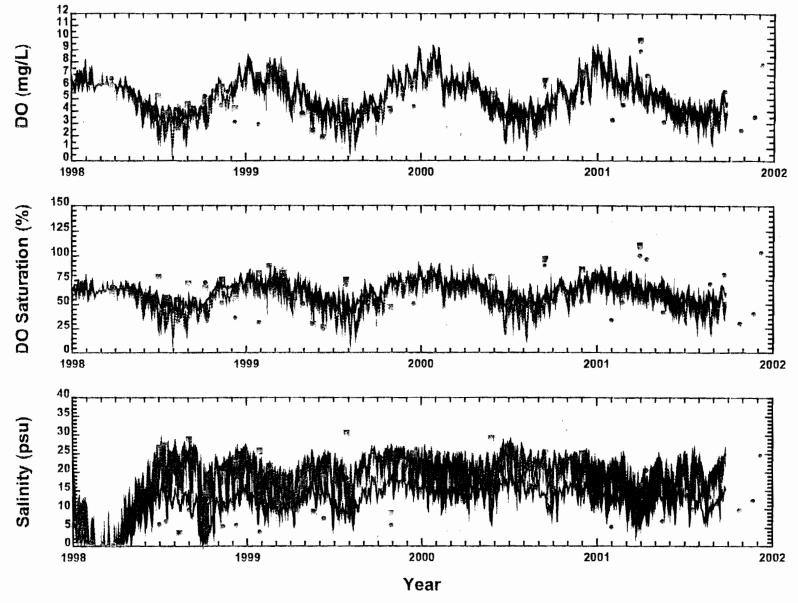


Figure 17. Fenholloway River Estuary DO Calibration Results (1998-2001)

Station: F06

Model Results

Dally Average Surface
Dally Average Bottom
Hourly Variation

Mid-Depth
Bottom

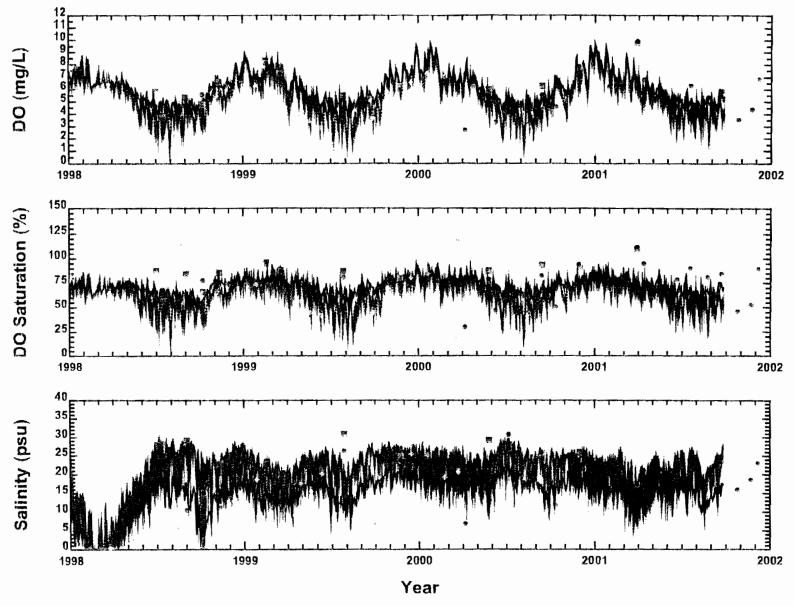


Figure 18. Fenholloway River Estuary DO Calibration Results (1998-2001)

Station: F09

Model Results

Dally Average Surface
Dally Average Bottom
Hourly Variation

Mid-Depth
Bottom

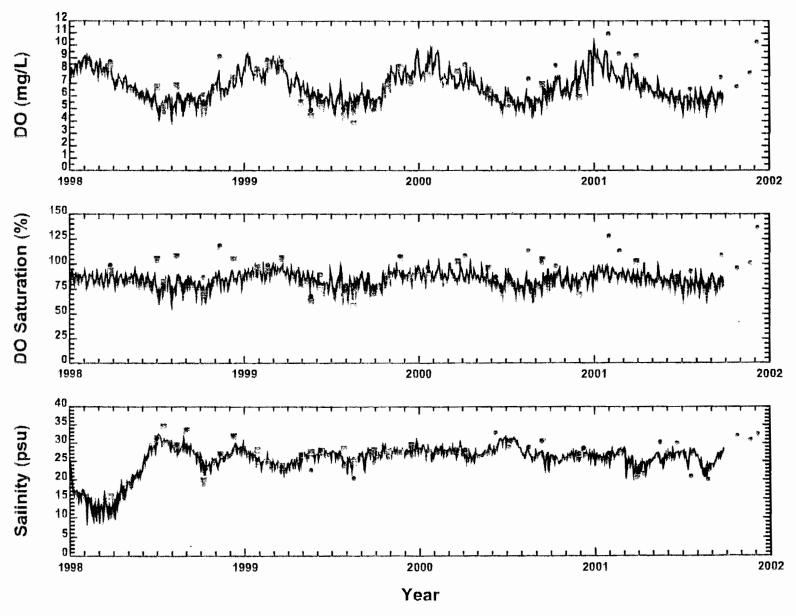


Figure 19. Fenholloway River Estuary DO Calibration Results (1998-2001)

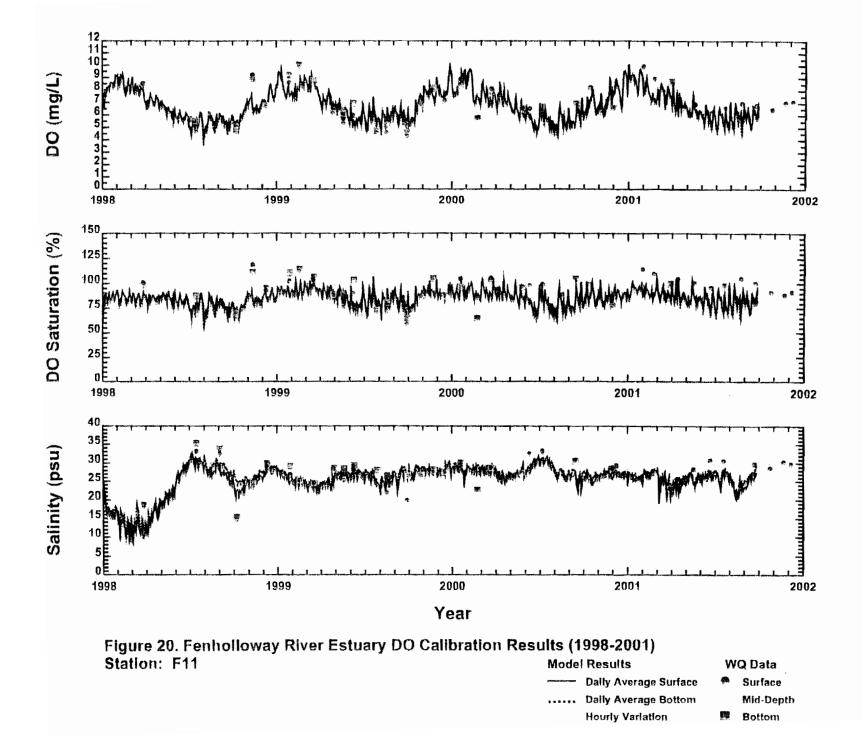
Station: F10

Model Results

Daily Average Surface
Daily Average Bottom
Hourly Variation

Mid-Depth
Hourly Variation

Bottom



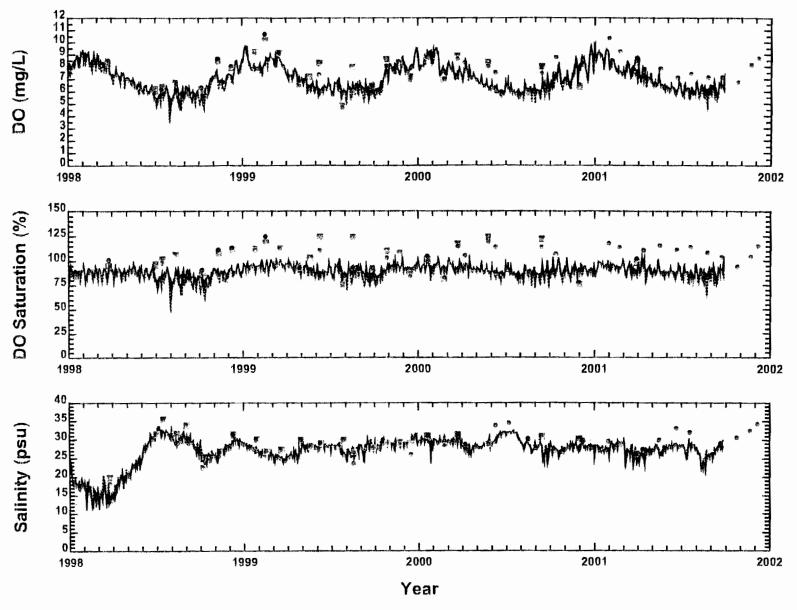


Figure 21. Fenholloway River Estuary DO Calibration Results (1998-2001)

Station: F12

Model Results

Dally Average Surface

Dally Average Bottom
Hourly Variation

Mid-Depth
Hourly Variation

Bottom

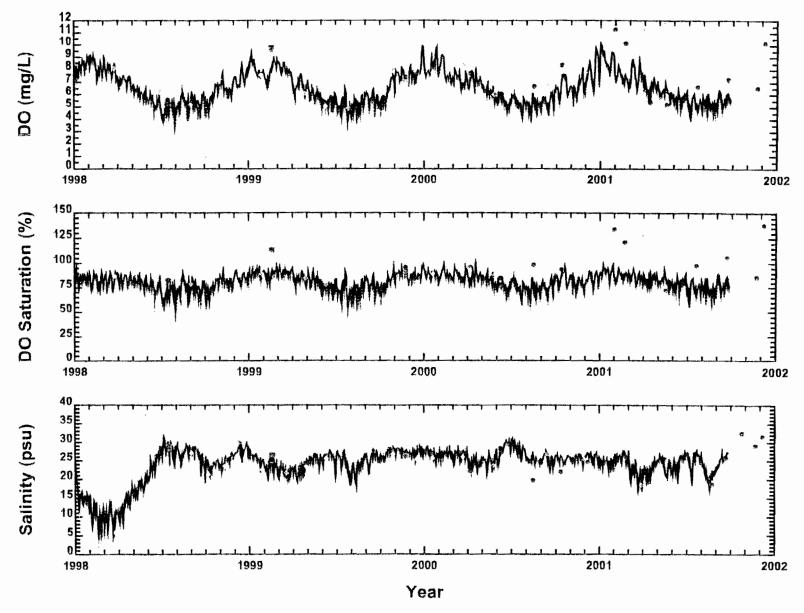


Figure 22. Fenholloway River Estuary DO Calibration Results (1998-2001)

Station: F14

Model Results

Daily Average Surface

Daily Average Bottom
Hourly Variation

Bottom

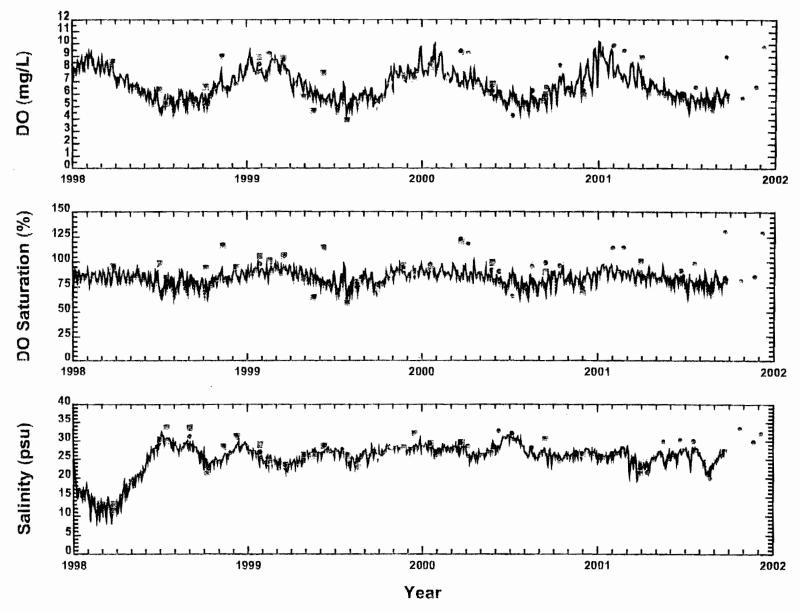


Figure 23. Fenholloway River Estuary DO Calibration Results (1998-2001)

Station: F15

Model Results

Daily Average Surface
Daily Average Bottom
Hourly Variation

Model Results

WQ Data

Surface

Mid-Depth
Hourly Variation

Model Results

WQ Data

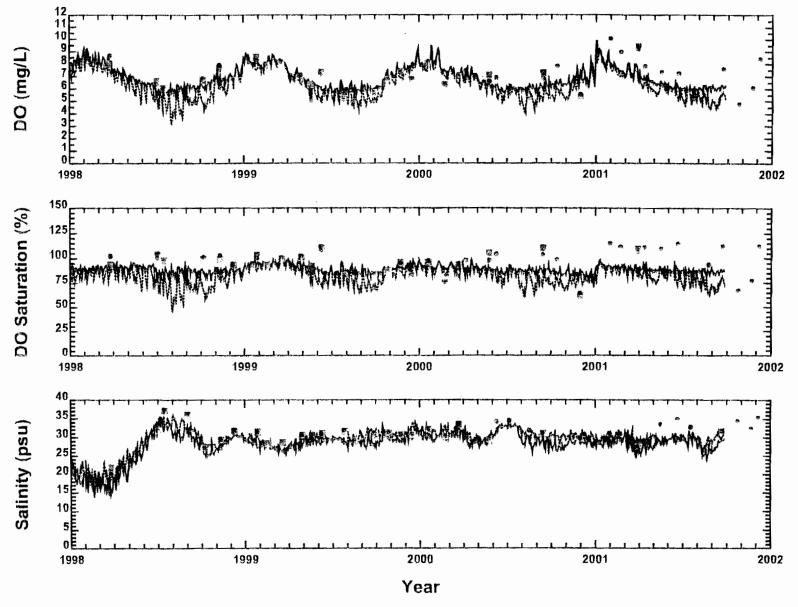


Figure 24. Fenholloway River Estuary DO Calibration Results (1998-2001)
Station: F16

Model Results

Dally Average Surface

Dally Average Bottom
Hourly Variation

Mid-Depth
Bottom

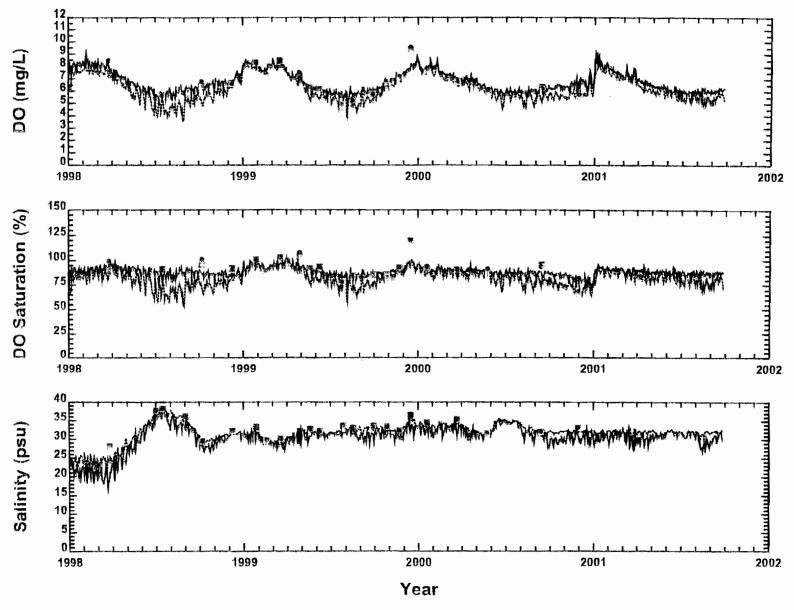


Figure 25. Fenholloway River Estuary DO Calibration Results (1998-2001)

Station: F25

Model Results

Dally Average Surface
Dally Average Bottom
Hourly Variation

Mid-Depth
Bottom

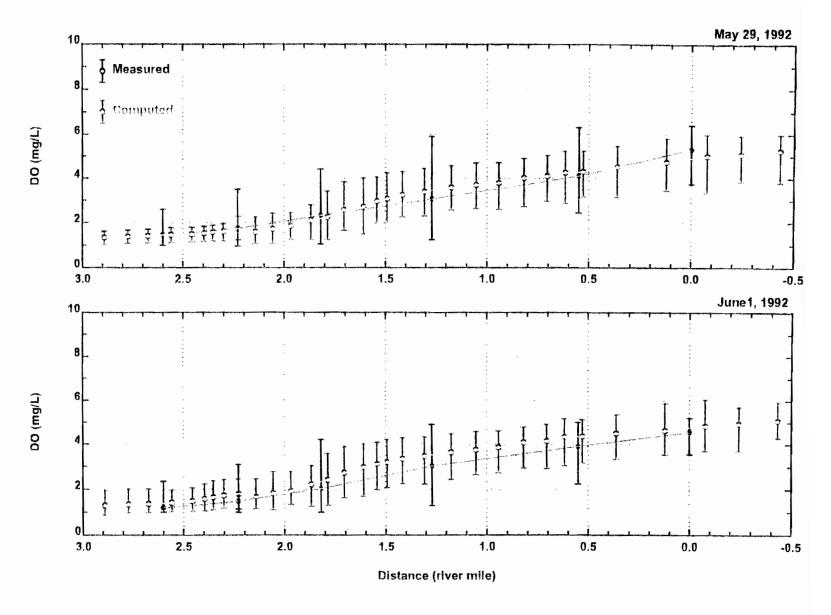
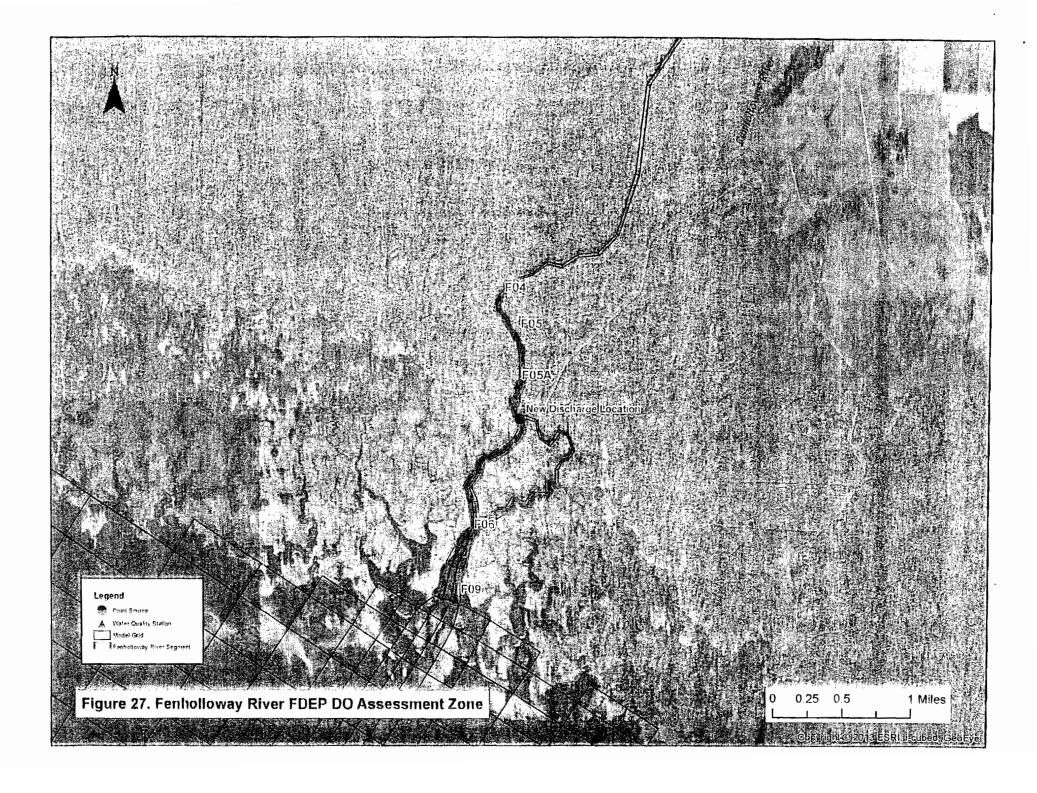


Figure 26. Fenholloway River Estuary DO Calibration Results (1992)



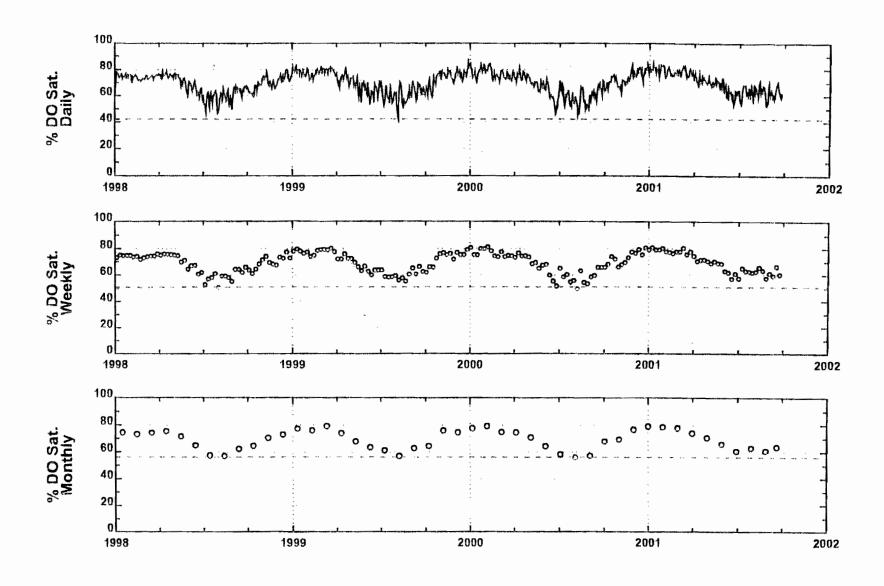
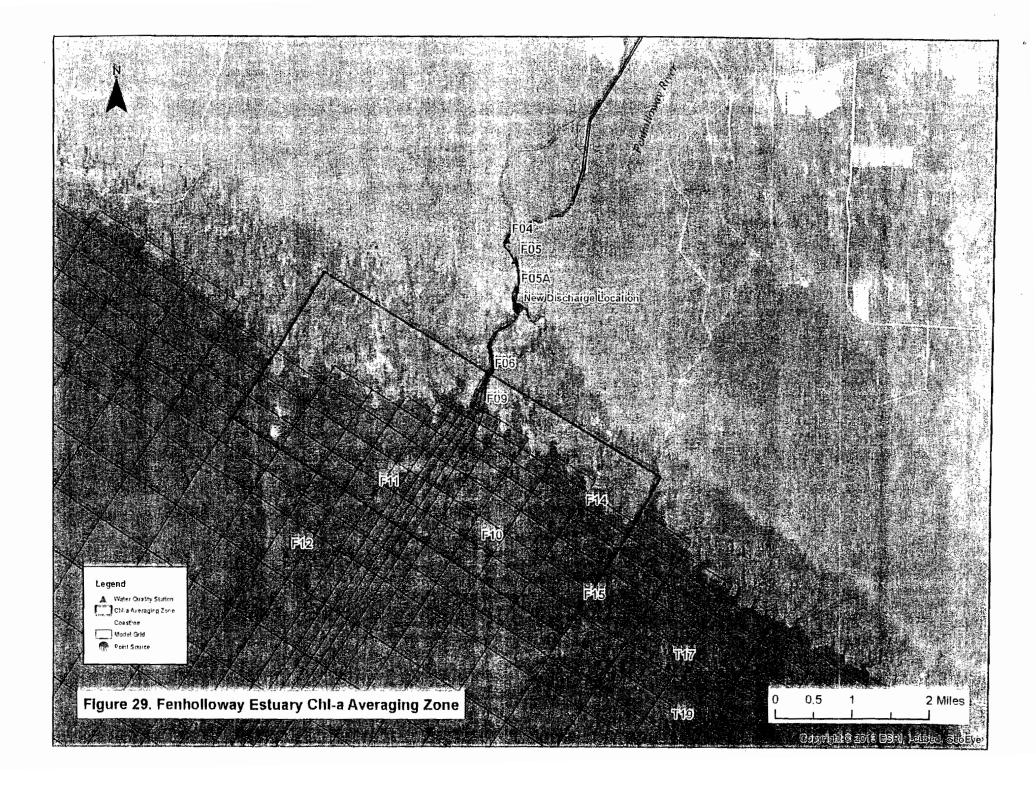
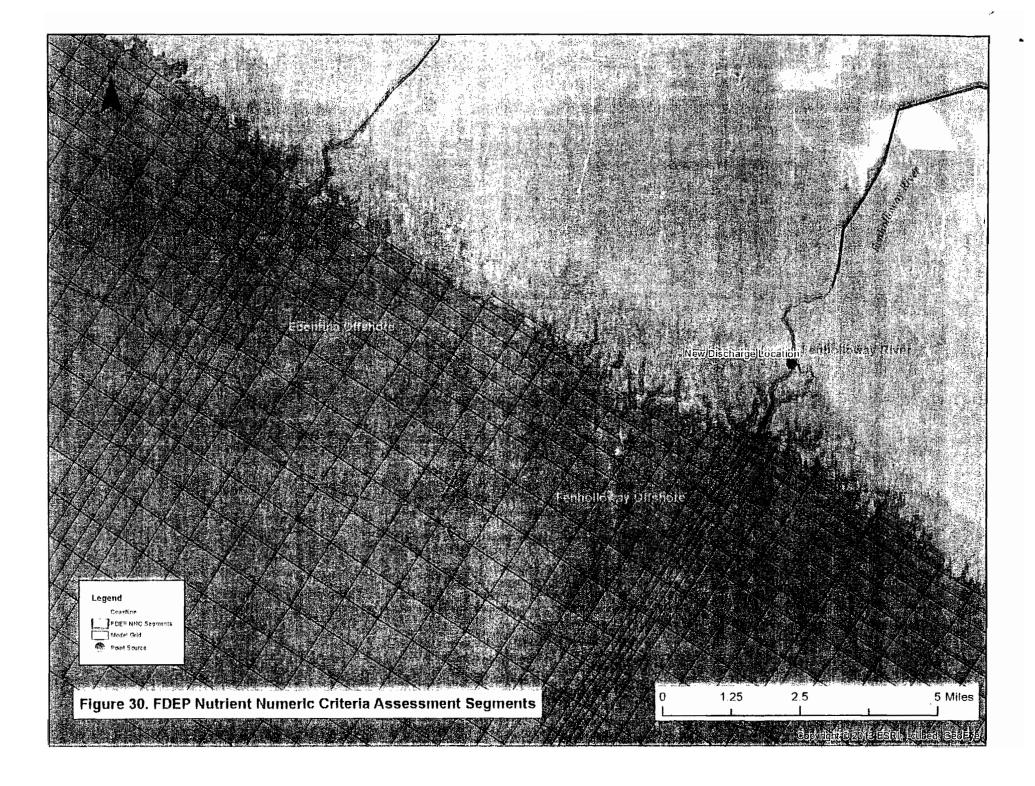


Figure 28. Fenholloway River Segment Volume-Weighted %DO Saturation (1998-2001)





BUCKEYE

ONE BUCKEYE DRIVE PERRY, FLORIDA 32348-7702

September 13, 2013

Ms. Melissa Long, P.E. Florida Department of Environmental Protection 8800 Baymeadows Way West, Suite 100 Jacksonville, FL 32256

Re: Water Quality Based Effluent Limits (WQBEL) Level II Study Report

Dear Ms. Long,

As requested the attached Report Addendum is provided to describe the total nitrogen (TN) load and total phosphorus loads (TP) used in the water quality modeling analyses described in the WQBEL Level II Study Report by HDR HydroQual dated August 28, 2013 submitted to you on August 29, 2013. From the Report Addendum, the critical year TP loads for the Fenholloway estuary (WBID 3473A) are the 1998 Fenholloway nonpoint source (NPS) loads and Buckeye waste load allocations (WLA) as determined by the US EPA Region 4 Total Maximum Daily Load for Nutrients in Fenholloway River, Econfina River Basin (WBIDs 3473A and 3473B), dated January 2009. The critical year TN loads are the 1998 Fenholloway nonpoint source (NPS) loads and Buckeye waste load allocations (WLA) as shown in the HDR HydroQual, Fenholloway River Nutrient TMDL-TON Model Boundary Conditions Modifications dated November 7, 2011. The Atmospheric NPS TN loads for the Fenholloway estuary are considered negligible. The proposed load allocations are as follows:

| | WLA (lbs/day) | NPS Loads (lbs/day) | Total (lbs/day) |
|----|---------------|---------------------|-----------------|
| TN | 2,698 | 2,875 | 5,573 |
| TP | 600 | 239 | 839 |

Please contact me if you have questions.

Chet Thompson, P.E.

Environmental Program Manager

cc: Wayne Magley-FDEP Tallahassee

Report Addendum

(WQBEL Level II Study Report by HDR HydroQual, dated August 28, 2013)

The following nutrient loads were used in the modeling analyses:

Total Phosphorus loads from Table 7 of US EPA Region 4 Total Maximum Daily Load for Nutrients in Fenholloway River, Econfina River Basin (WBIDs 3473A and 3473B), dated January 2009:

Table 7. TMDL for Total Phosphorus (lb/day)

٤.

| Source | 1998 | 1999 | 2000 | 2001 | Average |
|-----------------|------|--|------|-------------|---------|
| Econfina NPS | 105 | 25 | 13 | 36 | 45 |
| Fenholloway NPS | 530 | ــــــــــــــــــــــــــــــــــــــ | .5 | ~ (: | 10* |
| Aucilla NPS | 319 | őĆ | 34 | 10- | 132 |
| Coastal NPS | 15. | ō, | | 135 | 113 |
| Atmospheric NPS | (1 | C r | Û | 6 | C: |
| Total NPS | \$21 | 250 | 165 | 348 | 396 |
| Buckeye PS | 600 | 600 | 600 | 600 | 600 |
| Total | 1421 | 850 | 765 | 948 | 995 |

Total Nitrogen loads from Table 3 of HDR | HydroQual, Fenholloway River Nutrient TMDL-TON Model Boundary Conditions Modifications, November 7, 2011:

Table 3. TMDL Point Source and Non Point Source TN Loads (lb/d)

| Source | 1998 | 1999 | 2000 | 2001 | Average |
|-----------------|--------|-------------|--------------------|-------|-----------------|
| Econfina NPS | 2.112 | 233 | 8.7 | 318 | 58 ⁷ |
| Fennolioway NPS | 2,875 | 42: | 228 | 420 | 98€ |
| Aucilia NPS | 6,239 | 689 | 258 | 935 | 2,031 |
| Coastal NPS | 2,744 | 86 0 | 502 | 990 | 1,274 |
| Atmospheric NPS | 1,876 | 1,87e | 1.876 | 1.87€ | 1,876 |
| Total NPS | 15,846 | 4,079 | 2,951 | 4.542 | 6.854 |
| Buckeye PS | 2.698 | 2,698 | 2. 69 Ł | 2,698 | 2,69k |
| Total | 18,544 | 6.777 | 5,649 | 7,240 | 9,552 |



TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



The Board to consider a request from the Taylor County Sheriff's Office to acquire property forfeited to the County for use as a Criminal Investigations Office.

MEETING DATE REQUESTED:

10/07/2013

Statement of Issue: Acquisition of forfeited property to be used as Criminal

Investigations Office space for the Taylor County Sheriff's

Office

Recommended Action: Have property deeded to BCC for use by Sheriff's Office

Fiscal Impact: All cost for obtaining and improving property and recurring cost to be paid out of Special Law Enforcement Trust account and JAG Grant

Budgeted Expense: None

Submitted By: Capt. Ron Rice, Chief Investigator, Taylor County Sheriff's Office

Contact: Same at 850-838-3505 rrice@tcsofl.org

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Parcel to be obtained is #02127-000 physical address is

2762 PISGAH RD, Perry, FI 32347. Parcel seized in OCDETF Case "Wooley Swamp" in January 2013. Estimated cost of obtaining property for use is \$15,000.00. Estimated cost of improvements to property for use is \$5,000.00. These funds already exist in the forfeiture account (Special Law

Enforcement Trust). Recurring

cost (I.E. power, internet, etc.) already budgeted in current

JAG Grant.

Options: Rental of other unknown property

Attachments: None

9

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to review and approve the Florida Department of Transportation Joint Participation Agreement (JPA) #43135719414 and Resolution for the Airport Master Plan and Airport Layout Plan Project at Perry Foley Airport.

MEETING DATE REQUESTED:

October 7, 2013

Statement of Issue: Board to review and approve JPA and Resolution in the

amount of \$19,980 to be used for the Airport Master Plan

and Airport Layout Plan at Perry Foley Airport.

Recommended Action: Approve the FDOT Joint Participation Agreement and

Resolution

Fiscal Impact: The JPA is in the amount of \$19,980. The project has a

total cost of \$199,880 and the County is submitting grant application to FAA requesting funding assistance in the amount of \$179,820. The project will be 100% grant funded. THE COUNTY IS NOT PROVIDING A MATCH.

Budgeted Expense: Y/N Not applicable, the County is not providing a cash match.

Submitted By: Melody Cox

Contact: Melody Cox

<u>SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS</u>

History, Facts & Issues: The FDOT Joint Participation Agreement provides a grant

in the amount of \$19,980 to be used for the Airport Master Plan project. FAA and FDOT Aviation require the County

to update the Master Plan once every ten years at a minimum. The Master Plan has not been updated since FY 2002-2003. There has been a great deal of change to the existing Master Plan over the past ten years as the new

terminal and the t-hangars did not exist at that time.

Attachments: FDOT Joint Participation Agreement and Resolution



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

ANNIE MAE MURPHY, Cleri Post Office Box 620 Perry, Florida 32348 (850) 838-3506 Phone (850) 838-3549 Fax JACK R. BROWN, County Administrator 201 East Green Street Perry, Florida 32347 (850) 838-3500, extension 7 Phone (850) 838-3501 Fax

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

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

RESOLUTION

WHEREAS, The Taylor County Board of Commissioners, and the State of Florida

Department of Transportation (FDOT) have determined it to be in their mutual interest to facilitate the development of the herein described project at the Perry Foley Airport, to wit:

FOR THE UPDATE OF THE AIRPORT MASTER PLAN AND AIRPORT LAYOUT PLAN (ALP) AT THE PERRY-FOLEY AIRPORT.

Financial Project No: 43135719414

WHEREAS, the State of Florida Department of Transportation (FDOT), the Federal Aviation Administration (FAA), and the Taylor County Board of County Commissioners have agreed to the project; the project has an estimated cost of \$199,800; FDOT will be funding a maximum of \$19,980 related to eligible project costs and FAA will be funding \$179,820, as Taylor County is eligible for 100% funding under the Rural Economic Development Initiative (REDI); and;

WHEREAS, both parties now wish to formalize the arrangement in the form of a Joint Participation Agreement (JPA).

NOW THEREFORE, be it resolved, as follows:

- The TAYLOR COUNTY BOARD OF COMMISSIONERS confirms its desire to enter into a Joint Participation Agreement with the State of Florida Department of Transportation;
- 2. Taylor County is eligible for 100% funding for the project under the Rural Economic Development Initiative (REDI);
- 3. The Chairwoman, Pam Feagle, or her authorized designee, is authorized to execute this Resolution of the Taylor County Board of Commissioners; and
- 4. The Chairwoman, Pam Feagle, or her authorized designee, is herein specifically authorized to enter into and sign such documents as may be necessary, including the referenced Joint Participation Agreement with the State of Florida Department of Transportation

WITNESSETH: Adopted the 7th day of October 2013 in Regular Session by the **Taylor County Board of Commissioners**.

Board of County Commissioners Taylor County, Florida

Attest:

| or County, Florida | |
|-------------------------------|-------------------------------|
| | By: Pam Feagle, Chairwoman |
| t: Annie Mae Murphy, Clerk | |

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION PUBLIC TRANSPORTATION JOINT PARTICIPATION AGREEMENT

725-030-06 PUBLIC TRANSPORTATION OGC - 05/13 Page 1 of 14

| Financial Project Number(s): (item-segment-phase-sequence) | Fund: DPTO | FLAIR Category.: 088719 |
|--|---|---|
| 43135719414 | Function: 637 | Object Code: 750004 |
| | Federal Number: | Org. Code: 55022020228 |
| Contract Number: | DUNS Number: 80-939-7102 | Vendor No.: F 596 000 879 001 |
| CFDA Number: 20.106 | Agency DUNS Number: | CSFA Number: 55004 |
| CFDA Title: Airport Improvement Program | | CSFA Title: Aviation Development Grant |
| | | |
| THIS AGREEMENT, made and e | ntered into this day of | , |
| by and between the STATE OF FLORID | DA DEPARTMENT OF TRANSPORTA | TION, an agency of the State of Florida, |
| hereinafter referred to as the Department | nt, and THE TAYLOR COUNTY BOA | ARD OF COUNTY COMMISSIONERS |
| 201 EAST GREEN STREET, PERRY, F | LORIDA 32347 | |
| hereinafter referred to as Agency. The | Department and Agency agree that all | terms of this Agreement will be completed |
| on or before December 30, 2015 | and this Agreement will exp | pire unless a time extension is provided |
| in accordance with Section 18.00. | | |
| | WITNESSETH: | |
| | ne authority to function adequately in a | undertake the project hereinafter described, all areas of appropriate jurisdiction including authorized under |
| Florida Statutes, to enter into this Agree | ment. | |
| NOW, THEREFORE, in consideration of as follows: | the mutual covenants, promises and | representations herein, the parties agree |
| | The purpose of this Agreement is MASTER PLAN AND AIRPORT LAYO | OUT PLAN (ALP) AT THE PERRY-FOLEY |
| THIS PROJECT IS BEING FUNDED UI PROGRAM AT 100% FUNDING BY TH | | ELOPMENT INITIATIVE (REDI) |
| PLEASE ENSURE YOU READ AND UP "A" AND "C". | NDERSTAND ALL CONDITIONS AND | REQUIREMENTS LISTED IN ECHIBIT |
| | | |
| | oject, and to provide Departmental fina assistance will be provided and the un | hereto and by this reference made a part ancial assistance to the Agency and state the derstandings as to the manner in which the |

2.00 Accomplishment of the Project

- **2.10 General Requirements:** The Agency shall commence, and complete the project as described in Exhibit "A" attached hereto and by this reference made a part hereof this Agreement, with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws.
- 2.20 Pursuant to Federal, State, and Local Law: In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is requisite under applicable law to enable the Agency to enter into this Agreement or to undertake the project hereunder, or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.
- **2.30 Funds of the Agency**: The Agency shall initiate and prosecute to completion all proceedings necessary including federal aid requirements to enable the Agency to provide the necessary funds for completion of the project.
- **2.40 Submission of Proceedings, Contracts and Other Documents:** The Agency shall submit to the Department such data, reports, records, contracts and other documents relating to the project as the Department may require as listed in Exhibit "C" attached hereto and by this reference made a part hereof. The Department has the option to require an activity report on a quarterly basis. The activity report will include details of the progress of the project towards completion.
- 3.00 Project Cost: The total estimated cost of the project is \$ \$199,800.00 . This amount is based upon the estimate summarized in Exhibit "B" attached hereto and by this reference made a part hereof this Agreement. The Agency agrees to bear all expenses in excess of the total estimated cost of the project and any deficits involved.
- **4.00 Department Participation:** The Department agrees to maximum participation, including contingencies, in the project in the amount of \$\frac{\$19,980.00}{\$19,980.00}\$ as detailed in Exhibit "B", or in an amount equal to the percentage(s) of total cost shown in Exhibit "B", whichever is less.
- **4.10 Project Cost Eligibility**: Project costs eligible for State participation will be allowed only from the effective date of this agreement. It is understood that State participation in eligible project costs is subject to:
 - (a) Legislative approval of the Department's appropriation request in the adopted work program year that the project is scheduled to be committed;
 - (b) Availability of funds as stated in Section 17.00 of this Agreement; Approval of all plans, specifications, contracts or other obligating documents as required by the Department, and all other terms of this Agreement;
 - (c) Department approval of costs in excess of the approved funding or attributable to actions which have not received the required approval of the Department and all other terms of this Agreement;
 - (d) Department approval of the project scope and budget (Exhibits A & B) at the time appropriation authority becomes available.
- **4.20 Front End Funding**: Front end funding ☐ is ☐ is not applicable. If applicable, the Department may initially pay 100% of the total allowable incurred project costs up to an amount equal to its total share of participation as shown in paragraph 4.00.

6.00 Project Budget and Payment Provisions:

6.10 The Project Budget: A project budget shall be prepared by the Agency and approved by the Department. The Agency shall maintain said budget, carry out the project and shall incur obligations against project funds only in conformity with the latest approved budget for the project. No budget increase or decrease shall be effective unless it complies with fund participation requirements established in Section 4.00 of this Agreement, or Amendment thereto, and is approved by the Department Comptroller.

6.20 Payment Provisions: Unless otherwise allowed, payment will begin in the year the project or project phase is scheduled in the work program as of the date of the agreement. Payment will be made for actual costs incurred as of the date the invoice is submitted with the final payment due upon receipt of a final invoice.

7.00 Accounting Records:

- 7.10 Establishment and Maintenance of Accounting Records: The Agency shall establish for the project, in conformity with requirements established by Department's program guidelines/procedures and "Principles for State and Local Governments", separate accounts to be maintained within its existing accounting system or establish independent accounts. Such accounts are referred to herein collectively as the "project account". Records of costs incurred under terms of this Agreement shall be maintained in the project account and made available upon request to the Department at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Agency and all sub-consultants performing work on the Project and all other records of the Agency and sub-consultants considered necessary by the Department for a proper audit of costs. If any litigation, claim, or audit is started before the expiration of the five (5) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- **7.30 Costs Incurred for the Project:** The Agency shall charge to the project account all eligible costs of the project. Costs in excess of the latest approved budget or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs.
- **7.40 Documentation of Project Costs:** All costs charged to the project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges.
- **7.50 Checks, Orders, and Vouchers:** Any check or order drawn by the Agency with respect to any item which is or will be chargeable against the project account will be drawn only in accordance with a properly signed voucher then on file in the office of the Agency stating in proper detail the purpose for which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the project shall be clearly identified, readily accessible, and, to the extent feasible, kept separate and apart from all other such documents.
- **7.60 Audit Authority:** In addition to the requirements below, the Agency agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, Florida's Chief Financial Officer or Auditor General. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued, and shall allow the Department access to such records and working papers upon request. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official.

The Agency shall comply with all audit and audit reporting requirements as specified in Exhibit "D" attached hereto and by this reference made a part hereof this Agreement.

7.61 Monitoring: In addition to reviews of audits conducted in accordance with OMB Circular A-133 as revised and Section 215.97, Florida Statutes, (see "Audits" below), monitoring procedures may include, but not be limited to, onsite visits by Department staff, limited scope audits as defined by OMB Circular A-133 as revised, and/or other procedures. The Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Agency is appropriate, the Agency agrees to comply with any additional instructions provided by the Department staff to the Agency regarding such audit. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by FDOT's Office of Inspector General (OIG) and Florida's Chief Financial Officer (CFO) or Auditor General.

7.62 Audits:

Part I Federally Funded: If the Agency is a state, local government, or non-profit organizations as defined in OMB Circular A-133 and a recipient of federal funds, the following annual audit criteria will apply:

- 1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Exhibit "D" to this agreement indicates Federal resources awarded through the Department by this agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.
- 2. In connection with the audit requirements addressed in Part I, Paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133.
- 3. If the recipient expends less than the amount in Part I, Paragraph 1., an audit conducted in accordance with the provisions of OMB Circular A-133, is not required. If the recipient elects to conduct such an audit, the cost of the audit must be paid from resources obtained from other than Federal entities.
- 4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

Part II State Funded: If the Agency is a non-state entity as defined by Section 215.97(2)(m), Florida Statutes, and a recipient of state funds, the following annual audit criteria will apply:

- 1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services and the CFO; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit "D" to this agreement indicates state financial assistance awarded through the Department by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.
- 2. In connection with the audit requirements addressed in Part II, Paragraph 1., the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- 3. If the recipient expends less than the amount in Part II, Paragraph 1., such audit is not required. If the recipient elects to conduct such an audit, the cost of the audit must be paid from the recipient's resources obtained from non-state entities.
- 4. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

Part III Other Audit Requirements

1. The Agency shall follow-up and take corrective action on audit findings. Preparation of a summary schedule of prior year audit findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

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2. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the Department, the Department Comptroller, and the Auditor General. This section does not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

Part IV Report Submission

- Copies of reporting packages for audits conducted in accordance with OMB Circular A-133 as revised, and required by Section 7.62 Part I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133 as revised, by or on behalf of the recipient directly to each of the following:
 - A. The Department at each of the following addresses:

Roland C. Luster 1109 South Marion Avenue Mail Station 2018 Lake City, FL 32025-5874

В. The number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133 as revised, submitted to the following address:

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

- Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133 as revised.
- In the event that a copy of the reporting package for an audit required by Section 7.62 Part I of this Agreement and conducted in accordance with OMB Circular A-133 as revised is not required to be submitted to the Department for reasons pursuant to section .320 (e)(2), OMB Circular A-133 as revised, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited schedule of expenditures of Federal awards directly to each of the following:

Roland C. Luster 1109 South Marion Avenue Mail Station 2018 Lake City FL 32025-5874

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

Roland C. Luster 1109 South Marion Avenue Mail Station 2018 Lake City FL 32025-5874

- Copies of financial reporting packages required by Section 7.62 Part II of this Agreement shall be submitted by or on behalf of the recipient directly to each of the following:
 - Α. The Department at each of the following addresses:

Roland C. Luster 1109 South Marion Avenue Mail Station 2018 Lake City FL 32025-5874

The Auditor General's Office at the following address:

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

- 4. Copies of reports or the management letter required by Section 7.62 Part III of this Agreement shall be submitted by or on behalf of the recipient directly to:
 - A. The Department at each of the following addresses:

Roland C. Luster 1109 South Marion Avenue Mail Station 2018 Lake City, FL 32025-5874

- 5. Any reports, management letter, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133 as revised, Section 215.97, Florida Statutes, and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- 6. Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133 as revised or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Agency in correspondence accompanying the reporting package.
- **7.63 Record Retention:** The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least five years from the date the audit report is issued, and shall allow the Department, or its designee, the CFO or Auditor General access to such records upon request. The Agency shall ensure that the independent audit working papers are made available to the Department, or its designee, the CFO, or Auditor General upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by the Department.
- **7.64 Other Requirements:** If an audit discloses any significant audit findings related to any award, including material noncompliance with individual project compliance requirements or reportable conditions in internal controls of the Agency, the Agency shall submit as part of the audit package to the Department a plan for corrective action to eliminate such audit findings or a statement describing the reasons that corrective action is not necessary. The Agency shall take timely and appropriate corrective action to any audit findings, recommendations, and corrective action plans.
- **7.65 Insurance:** Execution of this Joint Participation Agreement constitutes a certification that the Agency has and will maintain the ability to repair or replace any project equipment or facilities in the event of loss or damage due to any accident or casualty for the useful life of such equipment or facilities. In the event of the loss of such equipment or facilities, the Agency shall either replace the equipment or facilities or reimburse the Department to the extent of its interest in the lost equipment or facility. The Department may waive or modify this section as appropriate.

8.00 Requisitions and Payments:

| 8.10 Action by the Agency: In order to obtain any Department funds, the Agency shall file with the De | epartment |
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| of Transportation, District TWO Public Transportation Office LAKE CITY | , FL, |
| its requisition on a form or forms prescribed by the Department, and any other data pertaining | ng to |
| the project account (as defined in Paragraph 7.10 hereof) to justify and support the payment requisitions. | |

- **8.11** The Agency shall provide the following quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A". Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion.
- **8.12** Invoices for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof, based on the quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A". Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments.
- **8.13** Supporting documentation must establish that the deliverables were received and accepted in writing by the Department and that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Section 2.00 and Exhibit "A" has been met.

- **8.14** Invoices for any travel expenses by the Agency shall be submitted in accordance with Chapter 112.061, F.S., and shall be submitted on the Department's *Travel Form No. 300-000-01*. The Department may establish rates lower than the maximum provided in Chapter 112.061, F.S.
 - **8.15** For real property acquired, submit:
 - (a) the date the Agency acquired the real property,
 - (b) a statement by the Agency certifying that the Agency has acquired said real property, and actual consideration paid for real property.
 - (c) a statement by the Agency certifying that the appraisal and acquisition of the real property together with any attendant relocation of occupants was accomplished in compliance with all federal laws, rules and procedures required by any federal oversight agency and with all state laws, rules and procedures that may apply to the Agency acquiring the real property.
- **8.20 The Department's Obligations:** Subject to other provisions hereof, the Department will honor such requisitions in amounts and at times deemed by the Department to be proper to ensure the carrying out of the project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment on the project if:
- **8.21 Misrepresentation:** The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof, or in or with respect to any document or data furnished therewith or pursuant hereto;
- **8.22 Litigation:** There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the project, the Agreement, or payments to the project;
- **8.23 Approval by Department:** The Agency shall have taken any action pertaining to the project which, under this agreement, requires the approval of the Department or has made related expenditures or incurred related obligations without having been advised by the Department that same are approved;
 - 8.24 Conflict of Interests: There has been any violation of the conflict of interest provisions contained herein; or
- **8.25 Default:** The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.
- **8.26 Federal Participation (If Applicable):** Any federal agency providing federal financial assistance to the project suspends or terminates federal financial assistance to the project. In the event of suspension or termination of federal financial assistance, the Agency will reimburse the Department for all disallowed costs, including any and all federal financial assistance as detailed in Exhibit "B."
- **8.30 Disallowed Costs:** In determining the amount of the payment, the Department will exclude all projects costs incurred by the Agency prior to the effective date of this Agreement, after the expiration date of this Agreement, costs which are not provided for in the latest approved scope and budget for the project, costs attributable to goods or services received under a contract or other arrangements which have not been approved by the Department, and costs invoiced prior to receipt of annual notification of fund availability.
- **8.40 Payment Offset:** If, after project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this agreement, the Department may offset such amount from payments due for work or services done under any public transportation joint participation agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within sixty (60) days to the Department. Offsetting amounts shall not be considered a breach of contract by the Department.

9.00 Termination or Suspension of Project:

9.10 Termination or Suspension Generally: If the Agency abandons or, before completion, finally discontinues the project; or if, by reason of any of the events or conditions set forth in Sections 8.21 to 8.26 inclusive, or for any other reason, the commencement, prosecution, or timely completion of the project by the Agency is rendered improbable, infeasible, impossible, or illegal, the Department will, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Department may terminate any or all of its obligations under this Agreement.

- 9.11 Action Subsequent to Notice of Termination or Suspension. Upon receipt of any final termination or suspension notice under this paragraph, the Agency shall proceed promptly to carry out the actions required therein which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the project activities and contracts, and other undertakings the cost of which are otherwise includable as project costs; and (3) remit to the Department such portion of the financing and any advance payment previously received as is determined by the Department to be due under the provisions of the Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and budget within a reasonable time. The approval of a remittance by the Agency or the closing out of federal financial participation in the project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.
- 9.12 The Department reserves the right to unilaterally cancel this Agreement for refusal by the contractor or Agency to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S. and made or received in conjunction with this Agreement.
- 11.00 Audit and Inspection: The Agency shall permit, and shall require its contractors to permit, the Department's authorized representatives to inspect all work, materials, payrolls, records; and to audit the books, records and accounts pertaining to the financing and development of the project.

12.00 Contracts of the Agency:

12.10 Third Party Agreements: The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant, purchase of commodities contracts or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department as provided in Section 8.23. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the project, the Department must exercise the right to third party contract review.

12.20 Procurement of Personal Property and Services

- 12.21 Compliance with Consultants' Competitive Negotiation Act: It is understood and agreed by the parties hereto that participation by the Department in a project with an Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency complying in full with provisions of Chapter 287.055, F.S., Consultants' Competitive Negotiation Act. At the discretion of the Department, the Agency will involve the Department in the Consultant Selection Process for all contracts. In all cases, the Agency's Attorney shall certify to the Department that selection has been accomplished in compliance with Chapter 287.055, F.S., the Consultants' Competitive Negotiation Act.
- 12.22 Procurement of Commodities or Contractual Services: It is understood and agreed by the parties hereto that participation by the Department in a project with an Agency, where said project involves the purchase of commodities or contractual services or the purchasing of capital equipment or the constructing and equipping of facilities, which includes engineering, design, and/or construction activities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 F.S., is contingent on the Agency complying in full with the provisions of Chapter 287.057 F.S. The Agency's Attorney shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 F.S. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in Exhibit "B", or that is not consistent with the project description and scope of services contained in Exhibit "A" must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department as provided in Section 8.23.

12.30 Disadvantaged Business Enterprise (DBE) Policy

12.31 DBE Policy: The Agency and its contractors agree to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26, as amended, have the maximum opportunity to participate in the performance of contracts and this Agreement. In this regard, all recipients, and contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26, as amended, to ensure that the Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. Grantees, recipients and their contractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of Department assisted contracts.

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.)

12.40 The Agency agrees to report any reasonable cause notice of noncompliance based on 49 CFR Part 26 filed under this section to the Department within 30 days of receipt by the Agency.

13.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

- 13.10 Equal Employment Opportunity: In connection with the carrying out of any project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex or national origin. The Agency will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Agency shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development or operation of the project, except contracts for standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the project involves installation, construction, demolition, removal, site improvement, or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.
- 13.20 Title VI Civil Rights Act of 1964: Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et. seq.), the Regulations of the Federal Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto.
- 13.30 Title VIII Civil Rights Act of 1968: Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VIII of the Civil Rights Act of 1968, 42 USC 3601,et seq., which among other things, prohibits discrimination in employment on the basis of race, color, national origin, creed, sex, and age.
- 13.40 Americans with Disabilities Act of 1990 (ADA): Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by the ADA (42 U.S.C. 12102, et. seq.), the regulations of the federal government issued thereunder, and the assurance by the Agency pursuant thereto.

13.50 Prohibited Interests: The Agency shall not enter into a contract or arrangement in connection with the project or any property included or planned to be included in the project, with any officer, director or employee of the Agency, or any business entity of which the officer, director or employee or the officer's, director's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer, director or employee or the officer's, director's or employee's spouse or child, or any combination of them, has a material interest.

"Material Interest" means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity.

The Agency shall not enter into any contract or arrangement in connection with the project or any property included or planned to be included in the project, with any person or entity who was represented before the Agency by any person who at any time during the immediately preceding two years was an officer, director or employee of the Agency.

The provisions of this subsection shall not be applicable to any agreement between the Agency and its fiscal depositories, any agreement for utility services the rates for which are fixed or controlled by the government, or any agreement between the Agency and an agency of state government.

13.60 Interest of Members of, or Delegates to, Congress: No member or delegate to the Congress of the United States, or the State of Florida legislature, shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

14.00 Miscellaneous Provisions:

- 14.10 Environmental Regulations: Execution of this Joint Participation Agreement constitutes a certification by the Agency that the project will be carried out in conformance with all applicable environmental regulations including the securing of any applicable permits. The Agency will be solely responsible for any liability in the event of non-compliance with applicable environmental regulations, including the securing of any applicable permits, and will reimburse the Department for any loss incurred in connection therewith.
- **14.20 Department Not Obligated to Third Parties**: The Department shall not be obligated or liable hereunder to any party other than the Agency.
- 14.30 When Rights and Remedies Not Waived: In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist, on the part of the Agency, and the making of such payment by the Department while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- **14.40 How Agreement Is Affected by Provisions Being Held Invalid:** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.
- **14.50 Bonus or Commission:** By execution of the Agreement the Agency represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- 14.60 State or Territorial Law: Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable State law: Provided, that if any of the provisions of the Agreement violate any applicable State law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the project.
- 14.70 Use and Maintenance of Project Facilities and Equipment: The Agency agrees that the project facilities and equipment will be used by the Agency to provide or support public transportation for the period of the useful life of such facilities and equipment as determined in accordance with general accounting principles and approved by the Department. The Agency further agrees to maintain the project facilities and equipment in good working order for the useful life of said facilities or equipment.

- **14.71 Property Records:** The Agency agrees to maintain property records, conduct physical inventories and develop control systems as required by 49 CFR Part 18, when applicable.
- 14.80 Disposal of Project Facilities or Equipment: If the Agency disposes of any project facility or equipment during its useful life for any purpose except its replacement with like facility or equipment for public transportation use, the Agency will comply with the terms of 49 CFR Part 18 relating to property management standards. The Agency agrees to remit to the Department a proportional amount of the proceeds from the disposal of the facility or equipment. Said proportional amount shall be determined on the basis of the ratio of the Department financing of the facility or equipment as provided in this Agreement.
- 14.90 Contractual Indemnity: To the extent provided by law, the Agency shall indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Agency, its agents, or employees, during the performance of the Agreement, except that neither the Agency, its agents, or its employees will be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Department or any of its officers, agents, or employees during the performance of the Agreement.

When the Department receives a notice of claim for damages that may have been caused by the Agency in the performance of services required under this Agreement, the Department will immediately forward the claim to the Agency. The Agency and the Department will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the Department will determine whether to require the participation of the Agency in the defense of the claim or to require that the Agency defend the Department in such claim as described in this section. The Department's failure to promptly notify the Agency of a claim shall not act as a waiver of any right herein to require the participation in or defense of the claim by Agency. The Department and the Agency will each pay its own expenses for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all expenses at trial.

- 15.00 Plans and Specifications: In the event that this Agreement involves the purchasing of capital equipment or the constructing and equipping of facilities, where plans and specifications have been developed, the Agency shall provide an Engineer's Certification that certifies project compliance as listed below, or in Exhibit "C" if applicable. For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, hereinafter collectively referred to as "plans", the Agency will certify that:
- a. All plans comply with federal, state, and professional standards as well as minimum standards established by the Department as applicable;
- b. The plans were developed in accordance with sound engineering and design principles, and with generally accepted professional standards:
- c. The plans are consistent with the intent of the project as defined in Exhibits "A" and "B" of this Agreement as well as the Scope of Services; and
- d. The plans comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

Notwithstanding the provisions of this paragraph, the Agency, upon request by the Department, shall provide plans and specifications to the Department for review and approvals.

16.00 Project Completion, Agency Certification: The Agency will certify in writing on or attached to the final invoice, that the project was completed in accordance with applicable plans and specifications, is in place on the Agency facility, that adequate title is in the Agency and that the project is accepted by the Agency as suitable for the intended purpose.

17.00 Appropriation of Funds:

17.10 The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

17.20 Multi-Year Commitment: In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Chapter 339.135(6)(a), F.S., are hereby incorporated: "(a) The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of 25,000 dollars and which have a term for a period of more than 1 year."

| 18.00 Expiration of Agreement: The Agency a | agrees to complete the project on or before | | | | |
|---|--|--|--|--|--|
| December 30, 2015 If the Agency does | not complete the project within this time period, this Agreement | | | | |
| will expire unless an extension of the time period is requested by the Agency and granted in writing by the | | | | | |
| Urban Area Transportation Manager | . Expiration of this Agreement will be considered termination | | | | |
| of the project and the procedure established in Section 9 | 9.00 of this Agreement shall be initiated. | | | | |

- **18.10 Final Invoice:** The Agency must submit the final invoice on this project to the Department within 120 days after the expiration of this Agreement.
- 19.00 Agreement Format: All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.
- **20.00 Execution of Agreement:** This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

21.00 Restrictions on Lobbying:

21.10 Federal: The Agency agrees that no federal appropriated funds have been paid or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

If any funds other than federal appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Joint Participation Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Agency shall require that the language of this section be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

21.20 State: No funds received pursuant to this contract may be expended for lobbying the Legislature or a state agency.

22.00 Vendors Rights: Vendors (in this document identified as Agency) providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

If a payment is not available within 40 days after receipt of the invoice and receipt, inspection and approval of goods and services, a separate interest penalty in accordance with Section 215.422(3)(b), F.S. will be due and payable, in addition to the invoice amount to the Agency. The interest penalty provision applies after a 35 day time period to health care providers, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices which have to be returned to an Agency because of vendor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Division of Consumer Services at 1-877-693-5236.

- 23.00 Public Entity Crime: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, F.S. for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- **24.00 Discrimination:** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

25.00 E-Verify

Vendors/Contractors:

- 1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
- 2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

725-030-06 PUBLIC TRANSPORTATION OGC - 05/13 Page 14 of 14

| | Financial Project No(s). 43 1337 134 14 |
|---|--|
| | Contract No. |
| | Agreement Date |
| IN WITNESS WHEREOF, the parties hereto have cause | ed these presents be executed, the day and year first above written |
| AGENCY | FDOT |
| THE TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS AGENCY NAME | See attached Encumbrance Form for date of Funding Approval by Comptroller |
| SIGNATORY (PRINTED OR TYPED) | LEGAL REVIEW DEPARTMENT OF TRANSPORTATION |
| | |
| SIGNATURE | DEPARTMENT OF TRANSPORTATION James Bennett, P. E. Urban Transportation Development Manager |
| TITLE | TITLE |

EXHIBIT "A" PROJECT DESCRIPTION AND RESPONSIBILITIES

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and <u>the Taylor County Board of County Commissioners</u>, 201 East Green Street, Perry, Florida 32347 referenced by the above Financial Project Number.

PROJECT LOCATION:

Perry-Foley Airport Perry, Florida Taylor County

PROJECT DESCRIPTION:

For the update of the airport Master Plan and Airport Layout Plan (ALP) at the Perry-Foley Airport.

SPECIAL CONSIDERATIONS BY AGENCY:

The audit report(s) required in paragraph 7.60 of the Agreement shall include a schedule of project assistance that will reflect the Department's contract number, Financial Project Number and the Federal Identification number, where applicable, and the amount of state funding action (receipt and disbursement of funds) and any federal or local funding action and the funding action from any other source with respect to the project.

SPECIAL CONSIDERATIONS BY DEPARTMENT: The following conditions would warrant an administrative action by the Department which may result in termination and closure of the grant award:

No invoice activity for 6 months or No contract activity for 18 months

Effective July 1, 2010, Section 215.971, Florida Statutes (F.S.) now requires all new Joint Participation Agreement (JPA) the Department executes to clearly document contract deliverables and establish minimum level of services. The JPA scope of services will be required to clearly divide project tasks into quantifiable, measurable, and verifiable units of deliverables that must be received and accepted by the Department, in writing, prior to payment for services. Each deliverable must specify the required level of service to be performed and the Department's criteria for evaluating successful completion. Once the following items have been submitted to and approved in writing by the Department they will be added to this JPA under Exhibit "A" to meet the deliverable requirements under Section 215.971 F.S.:

Scope of Services

Design or Master Plan Phase

- 1. A signed copy of the approved scope of services and schedule of values that are incorporated into an agreement between the Agency and its third-party consultant. The scope of services must include or incorporate by reference a schedule of values that will be used to approve and make payments to the third-party consultant. The scope of services and included schedule of values must be approved in writing by the Department before the Agency enters into an agreement with its third-party consultant. The schedule of values shall be a complete and detailed itemization describing each subcategory of work and related pay items and their associated total value, quantity, unit of measurement and unit price/cost. The consultant should invoice the Agency on a regular basis using the approved schedule of values and one of the following methods:
- a. Percentage Completed. For this method the consultant's invoice should list a detail description of each task in the approved scope of services and schedule of values, the dollar value amount for the item, the percentage competed for the item, and the dollar value for the percentage completed.
- b. Completed Tasks. For this method the consultant's invoice should list a detail description of each task in the approved scope of services and schedule of values, the dollar value amount for each item, indicate which task have been completed, and the dollar value for each task completed.
- The Agency shall sign each invoice submitted to the Department and certify thereon that the Agency has verified that the percentages of and/or task completions are correct and that the amounts indicated on the invoice are correct.
- 3. Any change(s) to the approved scope of services or schedule of values will require a change order approved by the Department, and signed by the Agency and the third-party consultant. Invoices incorporating unapproved changes cannot be submitted by the Agency or paid by the Department.

Construction Phase

4. A signed copy of the approved scope of services and schedule of values that are incorporated into an agreement between the Agency and its construction contractor. The scope of services must include or incorporate by reference a schedule of values that will be used to approve and make payments to the contractor. The scope of services and included schedule of values must be approved in writing by the Department before the Agency enters into an agreement with its contractor. The schedule of values shall be a complete and detailed itemization describing each subcategory of

work and related pay items and their associated total value, quantity, unit of measurement and unit price/cost. The contractor should invoice the Agency on a regular basis using the approved schedule of values and one of the following methods:

- a. Percentage Completed. For this method the contractor's invoice should list a detail description of each task in the approved scope of services and schedule of values, the dollar value amount for the item, the percentage competed for the item, and the dollar value for the percentage completed.
- b. Completed Tasks. For this method the contractor's invoice should list a detail description of each task in the approved scope of services and schedule of values, the dollar value amount for each item, indicate which task have been completed, and the dollar value for each task completed.
- 5. The contractor should submit their pay request to the Agency's project inspector for approval using the standard "Application and Certificate for Payment" form. The Agency's project inspector will review and approve the contractor's pay request certifying the percentage of completion and/or quantities are correct.
- The Agency shall sign each invoice submitted to the Department and certify thereon that the Agency has verified that the percentages of and/or task completions are correct and that the amounts indicated on the invoice are correct.
- 7. Any change(s) to the approved scope of services or schedule of values will require a change order approved by the Department, and signed by the Agency and the contractor. Invoices incorporating unapproved changes cannot be submitted by the Agency or paid by the Department.

EXHIBIT "B" PROJECT BUDGET

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and the Taylor County Board of County Commissioners, 201 East Green Street, Perry, Florida 32347, referenced by the above Financial Project Number.

| PROJECT COST: | | | | | \$199 | ,800.00 |
|---|---|----|-----------|----|-------|---------|
| | | | | | | |
| TOTAL PROJECT COST: | | | | | \$199 | ,800.00 |
| PARTICIPATION: | | | | | | |
| Maximum Federal Participation FTA, <u>FAA</u> | (| 90 | %) | or | \$179 | ,820.00 |
| Agency Participation | | | 0() | | • | |
| In-Kind | (| | %) | | \$ | 0.00 |
| Cash Other | (| | %) %) | | \$ | 0.00 |
| Maximum Department Participation, | | | | | | |
| Primary (DSVDDR)(DIM)(RORT)(DRTO) | | 11 | 30/ \ | ~ | £10 | 000 00 |
| (DS)(DDR)(DIM)(PORT)(DPTO) | | |)%) %) | | • | 980.00 |
| Federal Reimbursable (DU)(FRA)(DFTA) | (| | | or | | |
| Local Reimbursable (DL) | (| | 70) | or | Ф | |
| TOTAL PROJECT COST | | | | | \$199 | ,800.00 |

The Department participation in this project is up to and including \$19,980.00. This project is being accomplished under Rural Economic Development Initiative (REDI) and is being funded at 100% by the Department.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION **EXHIBIT "C"**

725-040-15 AVIATION OGC - 03/09

AVIATION PROGRAM ASSURANCES

| FINANCIAL PROJECT NO.: 43135719414 | |
|------------------------------------|--|
| EFFECTIVE DATE: | |

A. General

- 1. The assurances herein shall form an integral part of the Joint Participation Agreement (Agreement) between the State of Florida, Department of Transportation (Department) and the airport sponsor, whether county or municipal government body or special district, such as an Airport Authority (herein, collectively referred to as "Agency").
- 2. These assurances delineate the obligations of the parties to this Agreement to ensure their commitment and compliance with specific provisions of Exhibit A, "Project Description and responsibilities" and Exhibit B, "Project Budget", as well as serving to protect public investment in public-use airports and the continued viability of the Florida Aviation System.
- The Agency shall comply with the assurances as specified in this Agreement.
- 4. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or project items installed within a facility for an airport development or noise compatibility program project, but shall not exceed 20 years from the effective date of this Agreement.
- 5. There shall be no limit on the duration on the terms and assurances of this Agreement regarding Exclusive Rights and Airport Revenue so long as the property is used as a public airport.
- 6. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by the State of Florida.
- 7. Subject to appropriations, the Department shall continue to comply with its financial commitment to this project under the terms of this Agreement, until such time as the Department may determine that the Agency has failed to comply with the terms of the Agreement and/or these assurances.
- 8. An Agency that has been determined by the Department to have failed to comply with the terms of the Agreement and/or these assurances shall be notified, in writing, by the Department, identifying the specifics of the non-compliance and any corrective action by the Agency to remedy the failure.
- 9. Failure by the Agency to satisfactorily remedy the non-compliance shall absolve the Department's continued financial commitment to this project and immediately require the Agency to repay the Department the full amount of funds expended by the Department on this project.
- 10. Any history of failure to comply with the terms of an Agreement and/or assurances will jeopardize the Agency's eligibility for further state funding of airport projects by the Department.

B. Agency Compliance Certification

1. **General Certification:** The Agency hereby certifies, with respect to this project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and local government, as well as Department policies, guidelines, and requirements, including but not limited to the following:

a. Florida Statutes (F.S.)

- Chapter 163, F.S., Local Government Comprehensive Planning and Land Development
- Chapter 329, F.S., Aircraft: Title; Liens; Registration; Liens
- Chapter 330, F.S., Regulation of Aircraft, Pilots, and Airports
- Chapter 331, F.S., Aviation and Aerospace Facilities and Commerce
- Chapter 332, F.S., Airports and Other Air Navigation Facilities
- Chapter 333, F.S., Airport Zoning

b. Florida Administrative Code (FAC)

- Chapter 9J-5, FAC, Review of Comprehensive Plans and Determination of Compliance
- Chapter 14-60, FAC, Airport Licensing, Registration, and Airspace Protection
- Section 62-256.300(5) FAC, Open Burning, Prohibitions, Public Airports

AVIATION PROGRAM ASSURANCES

Section 62-701.320(13), FAC, Solid Waste Management, Permitting, Airport Safety

c. Local Government Requirements

- Airport Zoning Ordinance
- Local Comprehensive Plan

d. Department Requirements

- Eight Steps to Building a New Airport
- Florida Airport Financial Resource Guide
- Florida Aviation Project Handbook
- Guidebook for Airport Master Planning
- Guidelines for Plan Development
- 2. **Construction Certification:** The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, as well as Federal Aviation Administration (FAA) Advisory Circulars (AC's) and FAA issued waivers thereto, including but not limited to the following:

a. Federal Requirements

- FAA AC 70/7460-1, Obstruction Marking and Lighting
- FAA AC 150/5300-13, Airport Design

b. Local Government Requirements

- · Local Building Codes
- Local Zoning Codes

c. Department Requirements

- Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the "Florida Green Book")
- Manual on Uniform Traffic Control Devices
- Section 14-60.007, Florida Administrative Code, "Airfield Standards for Licensed Airports"
- Standard Specifications for Construction of General Aviation Airports
- 3. Land Acquisition Certification: The Agency hereby certifies, regarding land acquisition, that it will comply with applicable federal and state policies, regulations, and laws, including but not limited to the following:

a. Federal Requirements

- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
- National Environmental Policy of 1969
- FAA Order 5050.4, National Environmental Policy Act Implementing Instructions for Airport Projects
- FAA Order 5100.37B, Land Acquisition and Relocation Assistance for Airport Projects

b. Florida Requirements

- Chapter 73, F.S., Eminent Domain (re: Property Acquired Through Condemnation)
- Chapter 74, F.S., Proceedings Supplemental to Eminent Domain (re: Condemnation)
- Section 286.23, F.S., Public Business: Miscellaneous Provisions

C. Agency Authority

AVIATION PROGRAM ASSURANCES

- 1. **Legal Authority:** The Agency hereby certifies, with respect to this project Agreement, that it has the legal authority to enter into this Agreement and commit to this project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the airport sponsor's governing body authorizing this Agreement, including assurances contained therein, and directing and authorizing the person identified as the official representative of the governing body to act on its behalf with respect to this Agreement and to provide any additional information as may be required.
- 2. **Financial Authority:** The Agency hereby certifies, with respect to this project Agreement, that it has sufficient funds available for that portion of the project costs which are not paid by the U.S. Government or the State of Florida; that it has sufficient funds available to assure future operation and maintenance of items funded by this project, which it will control; and that authority has been granted by the airport sponsor governing body to commit those funds to this project.

D. Agency Responsibilities

The Agency hereby certifies it currently complies with or will comply with the following responsibilities:

1. Accounting System

- a. The Agency shall create and maintain a separate account to document all of the financial transactions related to the airport as a distinct entity.
- b. The accounting records shall be kept by the Agency or its authorized representative in accordance with Generally Accepted Accounting Principles and in an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- c. The Department has the right to audit and inspect all financial records of the airport upon reasonable notice.

2. Good Title

- a. The Agency holds good title, satisfactory to the Department, to the airport or site thereof, or gives assurance, satisfactory to the Department, that good title will be obtained.
- b. For noise compatibility program projects undertaken on the airport sponsor's property, the Agency holds good title, satisfactory to the Department, to that portion of the property upon which state funds will be expended, or gives assurance, satisfactory to the Department, that good title will be obtained.

3. Preserving Rights and Powers

- a. The Agency will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, it will act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.
- b. If an arrangement is made for management and operation of the airport by any entity or person other than the Agency or an employee of the Agency, the Agency will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the terms and assurances of this Agreement.

4. Hazard Removal and Mitigation

- a. For airport hazards located on airport controlled property, the Agency will clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.
- b. For airport hazards not located on airport controlled property, the Agency will work in conjunction with the governing public authority or private land owner of the property to clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards. The Agency may enter into an agreement with surrounding property owners or pursue available legal remedies to remove potential hazards to air navigation.

5. Airport Compatible Land Use

a. The Agency assures that appropriate airport zoning ordinances are in place consistent with Section 333.03, F.S., "Airport Zoning", or if not in place, that it will take appropriate action necessary to ensure local government

AVIATION PROGRAM ASSURANCES

adoption of an airport zoning ordinance or interlocal agreement with another local government body having an airport zoning ordinance, consistent with the provisions of Section 333.03, F.S.

- b. The Agency assures that it will disapprove or oppose any attempted alteration or creation of objects, natural or man-made, dangerous to navigable airspace or that would adversely affect the current or future levels of airport operations.
- c. The Agency assures that it will disapprove or oppose any attempted change in local land use development regulations that would adversely affect the current or future levels of airport operations by creation or expansion of airport incompatible land use areas.

6. Consistency with Local Government Plans

- a. The Agency assures the project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the airport.
- b. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the project.
- c. The Agency will consider and take appropriate actions, if deemed warranted, to adopt the current, approved Airport Master Plan into the local government comprehensive plan.

7. Consistency with Airport Master Plan and Airport Layout Plan

- a. The Agency assures that any project, covered by the terms and assurances of this Agreement, is consistent with the current, approved Airport Master Plan.
- b. The Agency assures that this project, covered by the terms and assurances of this Agreement, is consistent with the current, approved Airport Layout Plan (ALP), which shows:
 - (1) The boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency for airport purposes and proposed additions thereto;
 - (2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and
 - (3) The location of all existing and proposed non-aviation areas on airport property and of all existing improvements thereon.
- c. The Agency assures that it will not make or permit any changes or alterations on the airport or any of its facilities that are not consistent with the Airport Master Plan and the Airport Layout Plan, as approved by the Department.
- d. Original Airport Master Plans and Airport Layout Plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Department.

8. Airport Financial Plan

- a. The Agency assures that it will develop and maintain a cost-feasible financial plan to accomplish the projects necessary to achieve the proposed airport improvements identified in the Airport Master Plan and depicted in the Airport Layout Plan, and any updates thereto.
 - (1) The financial plan shall be a part of the Airport Master Plan.
 - (2) The financial plan shall realistically assess project phasing considering availability of state and local funding and likelihood of federal funding under the FAA's priority system.
 - (3) The financial plan shall not include Department funding for projects which are inconsistent with the local government comprehensive plan.
- b. All project cost estimates contained in the financial plan shall be entered into and kept current in the Joint Automated Capital Improvement Program (JACIP) online website.

9. Airport Revenue

The Agency assures that all revenue generated by the airport will be expended for capital improvement or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the

AVIATION PROGRAM ASSURANCES

owner or operator of the airport and which are directly and substantially related to the air transportation of passengers or property, or for environmental or noise mitigation purposes on or off the airport.

10. Fee and Rental Structure

- a. The Agency assures that it will maintain a fee and rental structure for facilities and services at the airport that will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.
- b. If this Agreement results in a facility that will be leased or otherwise produce revenue, the Agency assures that the price charged for that facility will be based on the fair market value.
- c. The Agency assures that property or facility leases for aeronautical purposes shall not exceed a period of 30 years.

11. Public-Private Partnership for Aeronautical Uses

- a. If the airport owner or operator and a person or entity that owns an aircraft or an airport tenant or potential tenant agree that an aircraft hangar or tenant-specific facility, respectively, is to be constructed on airport property for aircraft storage or tenant use at the expense of the aircraft owner or tenant, the airport owner or operator may grant to the aircraft owner or tenant of the facility a lease that is subject to such terms and conditions on the facility as the airport owner or operator may impose, subject to approval by the Department.
- b. Duration of the terms or conditions in Section D11a shall not exceed a period of 30 years.

12. Economic Nondiscrimination

- a. The Agency assures that it will make the airport available as an airport for public use on reasonable terms without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public.
 - (1) The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
 - (2) The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.
- b. The Agency assures that each airport Fixed-Based Operator (FBO) shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other FBOs making the same or similar uses of such airport and utilizing the same or similar facilities.

13. Air and Water Quality Standards

The Agency assures that in projects involving airport location, major runway extension, or runway location that the project will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards.

14. Operations and Maintenance

- a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a publicuse airport.
 - (1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.
 - (2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.
 - (3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.
- b. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when adverse weather conditions interfere with safe airport operations.

15. Federal Funding Eligibility

AVIATION PROGRAM ASSURANCES

- a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.
- b. Ineligibility for federal funding of airport projects will render the Agency ineligible for state funding of airport projects.

16. Project Implementation

- a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this airport project within one year after the effective date of this Agreement.
- b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.
- c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.

17. Exclusive Rights

The Agency assures that it will not permit any exclusive right for use of the airport by any person providing, or intending to provide, aeronautical services to the public.

18. Airfield Access

- a. The Agency assures that it will not grant or allow general easement or public access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency equipment, fuel, supplies, passengers, mail and freight, radar, communications, utilities, and landing systems, including but not limited to flight operations, ground services, emergency services, terminal facilities, maintenance, repair, or storage, except for those normal airport providers responsible for standard airport daily services or during special events at the airport open to the public with limited and controlled access.
- b. The Agency assures that it will not grant or allow general easement or public access to any portion of the airfield from adjacent real property which is not owned, operated, or otherwise controlled by the Agency without prior Department approval.

19. Retention of Rights and Interests

The agency will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the real property shown as airport owned or controlled on the current airport layout plan without prior written approval by the Department. It will not sell, lease, encumber, terminate, waive, or otherwise transfer or dispose of any part of its title, rights, or other interest in existing noise easements or avigation easements on any property, airport or non airport, without prior written approval by the Department. These assurances shall not limit the Agency's right to lease airport property for airport-compatible purposes.

20. Consultant, Contractor, Scope, and Costs

- a. The Department has the right to disapprove the Agency's employment of consultants, contractors, and subcontractors for all or any part of this project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department.
- b. Further, the Department maintains the right to disapprove the proposed project scope and cost of professional services.

21. Planning Projects

If this project involves planning or other aviation studies, the Agency assures that it will:

- Execute the project per the approved project narrative or with approved modifications.
- b. Furnish the Department with such periodic project and work activity reports as indicated in the approved scope of services.
- Make such material available for public review, unless exempt from public disclosure.
 - (1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 Florida Statutes.
 - (2) No material prepared under this Agreement shall be subject to copyright in the United States or any other country.

AVIATION PROGRAM ASSURANCES

- d. Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.
- e. If the project involves developing an Airport Master Plan or an Airport Layout Plan, and any updates thereto, it will be consistent with provisions of the Florida Aviation System Plan, will identify reasonable future growth of the airport and the Agency will comply with the Department airport master planning guidebook, including:
 - (1) Provide copies, in electronic and editable format, of final project materials to the Department, including computer-aided drafting (CAD) files of the Airport Layout Plan.
 - (2) Develop a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the Airport Master Plan or depicted in the Airport Layout Plan, and any updates thereto. The cost-feasible financial plan shall realistically assess project phasing considering availability of state and local funding and federal funding under the FAA's priority system.
 - (3) Enter all projects contained in the cost-feasible plan in the Joint Automated Capital Improvement Program (JACIP).
- f. The Agency understands and agrees that Department approval of this project Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.
- g. The Agency will submit master planning draft and final deliverables for Department and, if required, FAA approval prior to submitting any invoices to the Department for payment.
- h. The Department may extend the 5-day requirement for the approval and inspection of goods and services to allow for adequate time for review (reference Section 215.422(1), F.S.).

22. Land Acquisition Projects

If this project involves the purchase of real property, the Agency assures that it will:

- a. Laws: Acquire the land in accordance with federal and state laws governing such action.
- Administration: Maintain direct control of project administration, including:
 - (1) Maintain responsibility for all related contract letting and administrative procedures.
 - (2) Secure written Department approval to execute each agreement for the purchase of real property with any third party.
 - (3) Ensure a qualified, State certified general appraiser provides all necessary services and documentation.
 - (4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
 - (5) Establish a project account for the purchase of the land.
 - (6) Collect and disburse federal, state, and local project funds.
- c. **Reimbursable Funds:** If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, Florida Statutes, the Agency will comply with the following requirements:
 - (1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.
 - (2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, Florida Statutes.
 - (3) If federal funds are not received for the land purchase, the Agency shall reimburse the Department within 30 calendar days after the reimbursable funds are to achieve normal project state and local funding shares as described in Chapter 332, Florida Statutes.
 - (4) If federal funds are not received for the land purchase and the state share of the purchase is less than or equal to normal state and local funding shares per Chapter 332, F.S., when reimbursable funds are due, no reimbursement to the Department shall be required.

AVIATION PROGRAM ASSURANCES

- d. **New Airport:** If this project involves the purchase of real property for the development of a new airport, the Agency assures that it will:
 - (1) Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.
 - (2) Complete an Airport Master Plan within two years of land purchase.
 - (3) Complete airport construction for basic operation within 10 years of land purchase.
- e. **Use of Land:** The Agency assures that it shall use the land for aviation purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.
- f. **Disposal of Land:** For disposal of real property purchased in accordance with the terms and assurances of this Agreement, the Agency assures that it will comply with the following:
 - (1) For land purchased for airport development or noise compatibility purposes, the Agency will, when the land is no longer needed for such purposes, dispose of such land at fair market value and/or make available to the Department an amount equal to the state's proportionate share of its fair market value.
 - (2) Land shall be considered to be needed for airport purposes under this assurance if:
 - (a) It serves aeronautical purposes, e.g. runway protection zone or as a noise buffer.
 - (b) Revenue from uses of such land contributes to airport financial self-sufficiency.
 - (3) Disposition of land under Section 22f(1) or (2), above, shall be subject to retention or reservation of any interest or right therein needed to ensure such land will only be used for purposes compatible with noise levels related to airport operations.
 - (4) For disposal of real property purchased with Department funding:
 - (a) The Agency will reimburse the Department a proportional amount of the proceeds of the sale of any airport-owned real property.
 - (b) The proportional amount shall be determined on the basis of the ratio of the Department financing of the acquisition of the real property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.
 - (c) Sale of real property acquired with Department funds shall be at fair market value as determined by appraisal, and the contract for sale must be approved in advance by the Department.
 - (d) If any portion of the proceeds from the sale to the Agency is non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.
- 23. Construction Projects: The Agency assures that it will:
 - a. Project Certifications: Certify project compliances, including
 - (1) Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.
 - (2) All design plans and specifications comply with federal, state, and professional standards and applicable FAA advisory circulars, as well as the minimum standards established by the Department for State of Florida licensing as a public-use airport.
 - (3) Completed construction complies with all applicable local building codes.
 - (4) Completed construction complies with the project plans and specifications with certification of that fact by the project Engineer.
 - b. **Design Development:** For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, which are hereinafter collectively referred to as "plans", the Agency will certify that:
 - (1) The plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.

AVIATION PROGRAM ASSURANCES

- (2) The plans shall be consistent with the intent of the project as defined in Exhibit A and Exhibit B of this Agreement.
- (3) The project Engineer shall perform a review of the certification requirements listed in Section B2 above and make a determination as to their applicability to this project.
- (4) Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.
- c. Inspection and Approval: The Agency assures that:
 - (1) The Agency will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Department for the project.
 - (2) The Agency assures that it will allow the Department to inspect the work and that it will provide any cost and progress reporting, as may be required by the Department.
 - (3) The Agency assures that it will take the appropriate corrective action necessary, as required by the Department, for work which does not conform to Department standards.
- d. **Pavement Preventive Maintenance:** The Agency assures that for a project involving replacement or reconstruction of runway or taxiway pavement it has implemented an airport pavement maintenance management program and that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with state financial assistance at the airport.
- 24. Noise Mitigation Projects: The Agency assures that it will:
 - a. **Government Agreements:** For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, the Agency shall enter into an agreement with that government body.
 - (1) The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same terms and assurances that apply to the Agency.
 - (2) The Agency assures that it will take steps to enforce the local agreement if there is substantial non-compliance with the terms of the agreement.
 - b. Private Agreements: For noise compatibility projects on privately owned property,
 - (1) The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.
 - (2) The Agency assures that it will take steps to enforce the agreement if there is substantial non-compliance with the terms of the agreement.

EXHIBIT - 'D' PROJECT AUDIT REQUIRMENTS

| Financial Project No. <u>43135719414</u> |
|--|
| |
| Contract No |

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and Taylor County Board of County Commissioners the Taylor County Board of County Commissioners, 201 East Green Street, Perry, Florida 32347.

Insert or replace the following contract language within the "Audit Reports" section of all FDOT contracts. NOTE: Special attention, for the insertion of this information, should be made to "A" contracts.

The administration of resources awarded by the Department to the **Taylor County Board of County Commissioners** may be subject to audits and/or monitoring by the Department, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department staff to the **Taylor County Board of County Commissioners** further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the FDOT's Office of Inspector General (OIG) and Florida's Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

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

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

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

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

PART II: STATE FUNDED

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

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

PART III: OTHER AUDIT REQUIREMENTS

The recipient shall follow up and take corrective action on audit findings. Preparation of a summary schedule of prior year audit findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the FDOT, the Department of Financial Services, and the Auditor General. This section does not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

PART IV: REPORT SUBMISSION

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

Aviation Administrator 1109 S. Marion Avenue, MS 2018 Lake City, Florida 32025-5874 (i.e. District Program Manager or Audit Director for this contract)

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

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

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.
- 2. In the event that a copy of the reporting package for an audit required by PART I of this agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the Department for reasons pursuant to section .320 (e)(2), OMB Circular A-133, as revised, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited schedule of expenditures of Federal awards <u>directly</u> to each of the following:

Aviation Administrator 1109 S. Marion Avenue, MS 2018 Lake City, Florida 32025-5874

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

Aviation Administrator 1109 S. Marion Avenue, MS 2018 Lake City, Florida 32025-5874

- 3. Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:
 - A. The Department at each of the following addresses:

Aviation Administrator 1109 S. Marion Avenue, MS 2018 Lake City, Florida 32025-5874

B. The Auditor General's Office at the following address:

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

- 4. Copies of reports or the management letter required by PART III of this agreement shall be submitted by or on behalf of the recipient <u>directly</u> to:
 - A. The Department at each of the following addresses:

Aviation Administrator 1109 S. Marion Avenue, MS 2018 Lake City, Florida 32025-5874

5. Any reports, management letter, or other information required to be submitted to the Department pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida

Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

6. Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

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

EXHIBIT - 1

FEDERAL and/or **STATE** resources awarded to the recipient pursuant to this agreement should be listed below. If the resources awarded to the recipient represent more than one Federal or State program, provide the same information for each program and the total resources awarded. **Compliance Requirements** applicable to each Federal or State program should also be listed below. If the resources awarded to the recipient represent more than one program, list applicable compliance requirements for each program in the same manner as shown here:

- (e.g., What services or purposes the resources must be used for)
- (e.g., Eligibility requirements for recipients of the resources)
- (Etc...)

NOTE: Instead of listing the specific compliance requirements as shown above, the State awarding agency may elect to use language that requires the recipient to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. The State awarding agency, if practical, may want to attach a copy of the specific law, rule, or regulation referred to.

FEDERAL RESOURCES

3.

| FEDERAL RESOURCES | <u>S</u> | |
|-----------------------|---|---------------|
| Federal Agency | Catalog of Federal Domestic Assistance (Number & Title) | <u>Amount</u> |
| Federal Aviation Adm | ninistration 20.106 | \$179,820.00 |
| Compliance Requirem | <u>nents</u> | |
| 1. | | |
| 2. | | |
| 3. | | |
| STATE RESOURCES | | |
| State Agency | Catalog of State Financial Assistance (Number & Title) | <u>Amount</u> |
| Florida Department | of Transportation 55004 | \$19,980.00 |
| Compliance Requirem | <u>nents</u> | |
| 1. | | |
| 2. | | |
| 3. | | |
| Matching Resources fo | or Local Agency | |
| Agency Cata | alog of Federal Domestic Assistance (Number & Title) | <u>Amount</u> |
| Taylor County Boo | CC | \$0.00 |
| Compliance Requirem | <u>nents</u> | |
| 1. | | |
| 2. | | |
| ~ | | |

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to review and approve the Florida Department of Transportation Joint Participation Agreement (JPA) #21733259414 and Resolution for the design and engineering of a new aircraft storage facility at Perry Foley Airport.

MEETING DATE REQUESTED:

October 7, 2013

Statement of Issue: Board to review and approve JPA and Resolution in the

amount of \$83,970.00 to be used for the design and

engineering of a new aircraft storage facility at Perry Foley

Airport.

Recommended Action:

Approve the FDOT Joint Participation Agreement and

Resolution

Fiscal Impact:

The JPA is in the amount of \$83,970.00. The project will be

100% grant funded. THE COUNTY IS NOT PROVIDING A

MATCH.

Budgeted Expense: Y/N Not applicable, the County is not providing a cash match.

Submitted By: Melody Cox

Contact:

Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The FDOT Joint Participation Agreement provides a grant in the amount of \$83,970.00 to be used for the design and engineering of an aircraft storage facility at Perry Foley Airport. The County will have until December 30, 2015 to complete the project. The design of the facility will be completed in conjunction with the Airport Master Plan project which will assist in determining future airport needs. The design of the facility may be completed to accommodate one of the following: an 8 to 10 unit t-hangar facility, a corporate hangar, or a hangar facility that could be used for an FBO.

Attachments: FDOT Joint Participation Agreement and Resolution



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

ANNIE MAE MURPHY, Clerk Post Office Box 620 Perry, Florida 32348 (850) 838-3506 Phone (850) 838-3549 Fax JACK R. BROWN, County Administrator 201 East Green Street Perry, Florida 32347 (850) 838-3500, extension 7 Phone (850) 838-3501 Fax CONRAD C. BISHOP, JR., County Attorney
Post Office Box 167
Perry, Florida 32348
(850) 584-6113 Phone
(850) 584-2433 Fax

| Upon motion of Commissioner | with second by Commissioner |
|--|--|
| and a vote of Commissioners, adopt the following resolution: | the Board of Taylor County Board of County |
| g . comment | |

RESOLUTION

WHEREAS, The Taylor County Board of Commissioners, and the State of Florida

Department of Transportation (FDOT) have determined it to be in their mutual interest to facilitate the development of the herein described project at the Perry Foley Airport, to wit:

FOR THE DESIGN OF NEW AIRCRAFT STORAGE HANGERS AT PERRY – FOLEY AIRPORT.

Financial Project No: 21733259414

WHEREAS, the State of Florida Department of Transportation (FDOT), and the Taylor County Board of County Commissioners have agreed to the project; the project has an estimated cost of \$83,970; FDOT will be funding a maximum of 100% of the project at a maximum of \$83,970 related to eligible project costs, as Taylor County is eligible for 100% funding under the Rural Economic Development Initiative (REDI); and;

WHEREAS, both parties now wish to formalize the arrangement in the form of a Joint Participation Agreement (JPA).

NOW THEREFORE, be it resolved, as follows:

- The TAYLOR COUNTY BOARD OF COMMISSIONERS confirms its desire to enter into a Joint Participation Agreement with the State of Florida Department of Transportation;
- 2. Taylor County is eligible for 100% funding for the project under the Rural Economic Development Initiative (REDI);
- 3. The Chairwoman, Pam Feagle, or her authorized designee, is authorized to execute this Resolution of the Taylor County Board of Commissioners; and
- 4. The Chairwoman, Pam Feagle, or her authorized designee, is herein specifically authorized to enter into and sign such documents as may be necessary, including the referenced Joint Participation Agreement with the State of Florida Department of Transportation

WITNESSETH: Adopted the 7th day of October 2013 in Regular Session by the **Taylor County Board of Commissioners.**

| Board of County Commissioners Taylor County, Florida | |
|---|-------------------------------|
| | By: Pam Feagle, Chairwoman |
| Attest: Annie Mae Murphy, Clerk | |

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION PUBLIC TRANSPORTATION JOINT PARTICIPATION AGREEMENT

725-030-06 PUBLIC TRANSPORTATION OGC - 05/13 Page 1 of 14

| Financial Project Number(s): (item-segment-phase-seguence) | Fund: DPTO | FLAIR Category.: 088719 |
|---|--|--|
| 21733259414 | Function: 637 | Object Code: 750004 |
| | Federal Number: N/A | Org. Code: 55022020228 |
| Contract Number: | DUNS Number: 80-939-7102 | Vendor No.: F 596 000 879 001 |
| CFDA Number: 20.106 | Agency DUNS Number: | CSFA Number: 55004 |
| CFDA Title: Airport Improvement Progr | | CSFA Title: Aviation Development Grant |
| | | |
| THIS AGREEMENT, made and e | ntered into this day of | , |
| by and between the STATE OF FLORII | DA DEPARTMENT OF TRANSPORTA | TION, an agency of the State of Florida, |
| hereinafter referred to as the Departme | nt, and THE TAYLOR COUNTY BOA | ARD OF COUNTY COMMISSIONERS |
| 201 EAST GREEN STREET, PERRY, F | LORIDA 32347 | |
| hereinafter referred to as Agency. The | Department and Agency agree that all | terms of this Agreement will be completed |
| on or before December 30, 2015 | and this Agreement will exp | pire unless a time extension is provided |
| in accordance with Section 18.00. | | |
| | WITNESSETH: | |
| and the Department has been granted the implementation of an integrated and 332.006(6)(Aviation Only) | | Il areas of appropriate jurisdiction including authorized under |
| Florida Statutes, to enter into this Agree | ment. | |
| NOW, THEREFORE, in consideration or as follows: | the mutual covenants, promises and r | representations herein, the parties agree |
| 1.00 Purpose of Agreement: FOR THE DESIGN OF A NEW AIRCRA | The purpose of this Agreement is AFT STORGE HANGARS AT THE PE | RRY-FOLEY AIRPORT. |
| THIS PROJECT IS BEING FUNDED UPROGRAM AT 100% FUNDING BY THE | | ELOPMENT INITIATIVE (REDI) |
| PLEASE ENSURE YOU READ AND U | NDERSTAND ALL CONDITIONS AND | REQUIREMENTS LISTED IN EXHIBIT "A" |
| | | |
| | | |
| | pject, and to provide Departmental fina assistance will be provided and the und | hereto and by this reference made a part ncial assistance to the Agency and state the derstandings as to the manner in which the |

2.00 Accomplishment of the Project

- 2.10 General Requirements: The Agency shall commence, and complete the project as described in Exhibit "A" attached hereto and by this reference made a part hereof this Agreement, with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws.
- 2.20 Pursuant to Federal, State, and Local Law: In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is requisite under applicable law to enable the Agency to enter into this Agreement or to undertake the project hereunder, or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.
- 2.30 Funds of the Agency: The Agency shall initiate and prosecute to completion all proceedings necessary including federal aid requirements to enable the Agency to provide the necessary funds for completion of the project.
- 2.40 Submission of Proceedings, Contracts and Other Documents: The Agency shall submit to the Department such data, reports, records, contracts and other documents relating to the project as the Department may require as listed in Exhibit "C" attached hereto and by this reference made a part hereof. The Department has the option to require an activity report on a quarterly basis. The activity report will include details of the progress of the project towards completion.
- 3.00 Project Cost: The total estimated cost of the project is \$ \$83,970.00 . This amount is based upon the estimate summarized in Exhibit "B" attached hereto and by this reference made a part hereof this Agreement. The Agency agrees to bear all expenses in excess of the total estimated cost of the project and any deficits involved.
- 4.00 Department Participation: The Department agrees to maximum participation, including contingencies, in the project in the amount of \$\\$83,970.00\$ as detailed in Exhibit "B", or in an amount equal to the percentage(s) of total cost shown in Exhibit "B", whichever is less.
- **4.10 Project Cost Eligibility**: Project costs eligible for State participation will be allowed only from the effective date of this agreement. It is understood that State participation in eligible project costs is subject to:
 - (a) Legislative approval of the Department's appropriation request in the adopted work program year that the project is scheduled to be committed;
 - (b) Availability of funds as stated in Section 17.00 of this Agreement; Approval of all plans, specifications, contracts or other obligating documents as required by the Department, and all other terms of this Agreement;
 - (c) Department approval of costs in excess of the approved funding or attributable to actions which have not received the required approval of the Department and all other terms of this Agreement;
 - (d) Department approval of the project scope and budget (Exhibits A & B) at the time appropriation authority becomes available.
- **4.20 Front End Funding**: Front end funding ☑ is ☐ is not applicable. If applicable, the Department may initially pay 100% of the total allowable incurred project costs up to an amount equal to its total share of participation as shown in paragraph 4.00.

6.00 Project Budget and Payment Provisions:

6.10 The Project Budget: A project budget shall be prepared by the Agency and approved by the Department. The Agency shall maintain said budget, carry out the project and shall incur obligations against project funds only in conformity with the latest approved budget for the project. No budget increase or decrease shall be effective unless it complies with fund participation requirements established in Section 4.00 of this Agreement, or Amendment thereto, and is approved by the Department Comptroller.

EXHIBIT "B" PROJECT BUDGET

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and the Taylor County Board of County Commissioners, 201 East Green Street, Perry, Florida 32347, referenced by the above Financial Project Number.

| PROJECT COST: | | | | \$83 | ,970.00 |
|--------------------------------------|-----|------|----|------|---------------------|
| TOTAL PROJECT COST: | - | | | \$83 | ,97 0.00 |
| PARTICIPATION: | | | | | |
| Maximum Federal Participation | | | | | |
| FTA, FAA | (| %) | or | \$ | 0.00 |
| Agency Participation | | | | | |
| In-Kind | (| %) | | \$ | |
| Cash | Ì | |) | \$ | 0.0 |
| Other | (| %) | | \$ | |
| Maximum Department Participation, | | | | | |
| Primary | | | | | |
| (DS)(DDR)(D1M)(PORT)(<u>DPTO</u>) | | 00%) | | | ,970.0 |
| Federal Reimbursable (DU)(FRA)(DFTA) |) (| , | or | | |
| Local Reimbursable (DL) | (| %) | or | \$ | |
| TOTAL PROJECT COST | | | | 602 | 970.00 |

The Department participation in this project is up to and including \$83,970.00. It is also being funded by the Department as a Rural Economic Development Initiative (REDI) project at 100% funding by the Department.

7.62 Audits:

Part I Federally Funded: If the Agency is a state, local government, or non-profit organizations as defined in OMB Circular A-133 and a recipient of federal funds, the following annual audit criteria will apply:

- 1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Exhibit "D" to this agreement indicates Federal resources awarded through the Department by this agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.
- 2. In connection with the audit requirements addressed in Part I, Paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133.
- 3. If the recipient expends less than the amount in Part I, Paragraph 1., an audit conducted in accordance with the provisions of OMB Circular A-133, is not required. If the recipient elects to conduct such an audit, the cost of the audit must be paid from resources obtained from other than Federal entities.
- 4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

Part II State Funded: If the Agency is a non-state entity as defined by Section 215.97(2)(m), Florida Statutes, and a recipient of state funds, the following annual audit criteria will apply:

- 1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services and the CFO; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit "D" to this agreement indicates state financial assistance awarded through the Department by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.
- 2. In connection with the audit requirements addressed in Part II, Paragraph 1., the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- 3. If the recipient expends less than the amount in Part II, Paragraph 1., such audit is not required. If the recipient elects to conduct such an audit, the cost of the audit must be paid from the recipient's resources obtained from non-state entities.
- 4. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

Part III Other Audit Requirements

1. The Agency shall follow-up and take corrective action on audit findings. Preparation of a summary schedule of prior year audit findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

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2. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the Department, the Department Comptroller, and the Auditor General. This section does not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

Part IV Report Submission

- 1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133 as revised, and required by Section 7.62 Part I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133 as revised, by or on behalf of the recipient directly to each of the following:
 - A. The Department at each of the following addresses:

Roland C. Luster 1109 South Marion Avenue Mail Station 2018 Lake City, FL 32025-5874

B. The number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133 as revised, submitted to the following address:

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

- C Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133 as revised.
- 2. In the event that a copy of the reporting package for an audit required by Section 7.62 Part I of this Agreement and conducted in accordance with OMB Circular A-133 as revised is not required to be submitted to the Department for reasons pursuant to section .320 (e)(2), OMB Circular A-133 as revised, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited schedule of expenditures of Federal awards directly to each of the following:

Roland C. Luster 1109 South Marion Avenue Mail Station 2018 Lake City, FL 32025-5874

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

Roland C. Luster 1109 South Marion Avenue Mail Station 2018

- 3. Copies of financial reporting packages required by Section 7.62 Part II of this Agreement shall be submitted by or on behalf of the recipient directly to each of the following:
 - A. The Department at each of the following addresses:

Roland C. Luster 1109 South Marion Avenue Mail Station 2018 Lake City FL 32025-5874

B. The Auditor General's Office at the following address:

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

- 4. Copies of reports or the management letter required by Section 7.62 Part III of this Agreement shall be submitted by or on behalf of the recipient directly to:
 - A. The Department at each of the following addresses:

Roland C. Luster 1109 South Marion Avenue Mail Station 2018 Lake City, FL 32025-5874

- 5. Any reports, management letter, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133 as revised, Section 215.97, Florida Statutes, and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- 6. Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133 as revised or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Agency in correspondence accompanying the reporting package.
- 7.63 Record Retention: The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least five years from the date the audit report is issued, and shall allow the Department, or its designee, the CFO or Auditor General access to such records upon request. The Agency shall ensure that the independent audit working papers are made available to the Department, or its designee, the CFO, or Auditor General upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by the Department.
- **7.64 Other Requirements:** If an audit discloses any significant audit findings related to any award, including material noncompliance with individual project compliance requirements or reportable conditions in internal controls of the Agency, the Agency shall submit as part of the audit package to the Department a plan for corrective action to eliminate such audit findings or a statement describing the reasons that corrective action is not necessary. The Agency shall take timely and appropriate corrective action to any audit findings, recommendations, and corrective action plans.
- **7.65 Insurance:** Execution of this Joint Participation Agreement constitutes a certification that the Agency has and will maintain the ability to repair or replace any project equipment or facilities in the event of loss or damage due to any accident or casualty for the useful life of such equipment or facilities. In the event of the loss of such equipment or facilities, the Agency shall either replace the equipment or facilities or reimburse the Department to the extent of its interest in the lost equipment or facility. The Department may waive or modify this section as appropriate.

8.00 Requisitions and Payments:

| 8.10 Action by the Agency : In order to obtain any Department funds, the Agency shall file with the De | epartment |
|---|-----------|
| of Transportation, District TWO Public Transportation Office LAKE CITY | , FL, |
| its requisition on a form or forms prescribed by the Department, and any other data pertaining | ng to |
| the project account (as defined in Paragraph 7.10 hereof) to justify and support the payment requisitions. | |

- **8.11** The Agency shall provide the following quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A". Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion.
- **8.12** Invoices for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof, based on the quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A". Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments.
- **8.13** Supporting documentation must establish that the deliverables were received and accepted in writing by the Department and that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Section 2.00 and Exhibit "A" has been met.

- **8.14** Invoices for any travel expenses by the Agency shall be submitted in accordance with Chapter 112.061, F.S., and shall be submitted on the Department's *Travel Form No. 300-000-01*. The Department may establish rates lower than the maximum provided in Chapter 112.061, F.S.
 - **8.15** For real property acquired, submit;
 - (a) the date the Agency acquired the real property,
 - (b) a statement by the Agency certifying that the Agency has acquired said real property, and actual consideration paid for real property.
 - (c) a statement by the Agency certifying that the appraisal and acquisition of the real property together with any attendant relocation of occupants was accomplished in compliance with all federal laws, rules and procedures required by any federal oversight agency and with all state laws, rules and procedures that may apply to the Agency acquiring the real property.
- **8.20 The Department's Obligations:** Subject to other provisions hereof, the Department will honor such requisitions in amounts and at times deemed by the Department to be proper to ensure the carrying out of the project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment on the project if:
- **8.21 Misrepresentation:** The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof, or in or with respect to any document or data furnished therewith or pursuant hereto;
- **8.22 Litigation:** There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the project, the Agreement, or payments to the project;
- **8.23 Approval by Department:** The Agency shall have taken any action pertaining to the project which, under this agreement, requires the approval of the Department or has made related expenditures or incurred related obligations without having been advised by the Department that same are approved;
 - 8.24 Conflict of Interests: There has been any violation of the conflict of interest provisions contained herein; or
- **8.25 Default:** The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.
- **8.26 Federal Participation (If Applicable):** Any federal agency providing federal financial assistance to the project suspends or terminates federal financial assistance to the project. In the event of suspension or termination of federal financial assistance, the Agency will reimburse the Department for all disallowed costs, including any and all federal financial assistance as detailed in Exhibit "B."
- **8.30 Disallowed Costs:** In determining the amount of the payment, the Department will exclude all projects costs incurred by the Agency prior to the effective date of this Agreement, after the expiration date of this Agreement, costs which are not provided for in the latest approved scope and budget for the project, costs attributable to goods or services received under a contract or other arrangements which have not been approved by the Department, and costs invoiced prior to receipt of annual notification of fund availability.
- **8.40 Payment Offset:** If, after project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this agreement, the Department may offset such amount from payments due for work or services done under any public transportation joint participation agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within sixty (60) days to the Department. Offsetting amounts shall not be considered a breach of contract by the Department.

9.00 Termination or Suspension of Project:

9.10 Termination or Suspension Generally: If the Agency abandons or, before completion, finally discontinues the project; or if, by reason of any of the events or conditions set forth in Sections 8.21 to 8.26 inclusive, or for any other reason, the commencement, prosecution, or timely completion of the project by the Agency is rendered improbable, infeasible, impossible, or illegal, the Department will, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Department may terminate any or all of its obligations under this Agreement.

- 9.11 Action Subsequent to Notice of Termination or Suspension. Upon receipt of any final termination or suspension notice under this paragraph, the Agency shall proceed promptly to carry out the actions required therein which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the project activities and contracts, and other undertakings the cost of which are otherwise includable as project costs; and (3) remit to the Department such portion of the financing and any advance payment previously received as is determined by the Department to be due under the provisions of the Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and budget within a reasonable time. The approval of a remittance by the Agency or the closing out of federal financial participation in the project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.
- 9.12 The Department reserves the right to unilaterally cancel this Agreement for refusal by the contractor or Agency to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S. and made or received in conjunction with this Agreement.
- 11.00 Audit and Inspection: The Agency shall permit, and shall require its contractors to permit, the Department's authorized representatives to inspect all work, materials, payrolls, records; and to audit the books, records and accounts pertaining to the financing and development of the project.

12.00 Contracts of the Agency:

12.10 Third Party Agreements: The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant, purchase of commodities contracts or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department as provided in Section 8.23. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the project, the Department must exercise the right to third party contract review.

12.20 Procurement of Personal Property and Services

- 12.21 Compliance with Consultants' Competitive Negotiation Act: It is understood and agreed by the parties hereto that participation by the Department in a project with an Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency complying in full with provisions of Chapter 287.055, F.S., Consultants' Competitive Negotiation Act. At the discretion of the Department, the Agency will involve the Department in the Consultant Selection Process for all contracts. In all cases, the Agency's Attorney shall certify to the Department that selection has been accomplished in compliance with Chapter 287.055, F.S., the Consultants' Competitive Negotiation Act.
- 12.22 Procurement of Commodities or Contractual Services: It is understood and agreed by the parties hereto that participation by the Department in a project with an Agency, where said project involves the purchase of commodities or contractual services or the purchasing of capital equipment or the constructing and equipping of facilities, which includes engineering, design, and/or construction activities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 F.S., is contingent on the Agency complying in full with the provisions of Chapter 287.057 F.S. The Agency's Attorney shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 F.S. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in Exhibit "B", or that is not consistent with the project description and scope of services contained in Exhibit "A" must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department as provided in Section 8.23.

12.30 Disadvantaged Business Enterprise (DBE) Policy

12.31 DBE Policy: The Agency and its contractors agree to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26, as amended, have the maximum opportunity to participate in the performance of contracts and this Agreement. In this regard, all recipients, and contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26, as amended, to ensure that the Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. Grantees, recipients and their contractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of Department assisted contracts.

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seg.)

12.40 The Agency agrees to report any reasonable cause notice of noncompliance based on 49 CFR Part 26 filed under this section to the Department within 30 days of receipt by the Agency.

13.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

- 13.10 Equal Employment Opportunity: In connection with the carrying out of any project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex or national origin. The Agency will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Agency shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development or operation of the project, except contracts for standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the project involves installation, construction, demolition, removal, site improvement, or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.
- 13.20 Title VI Civil Rights Act of 1964: Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et. seq.), the Regulations of the Federal Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto.
- 13.30 Title VIII Civil Rights Act of 1968: Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VIII of the Civil Rights Act of 1968, 42 USC 3601,et seq., which among other things, prohibits discrimination in employment on the basis of race, color, national origin, creed, sex, and age.
- 13.40 Americans with Disabilities Act of 1990 (ADA): Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by the ADA (42 U.S.C. 12102, et. seq.), the regulations of the federal government issued thereunder, and the assurance by the Agency pursuant thereto.

13.50 Prohibited Interests: The Agency shall not enter into a contract or arrangement in connection with the project or any property included or planned to be included in the project, with any officer, director or employee of the Agency, or any business entity of which the officer, director or employee or the officer's, director's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer, director or employee or the officer's, director's or employee's spouse or child, or any combination of them, has a material interest.

"Material Interest" means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity.

The Agency shall not enter into any contract or arrangement in connection with the project or any property included or planned to be included in the project, with any person or entity who was represented before the Agency by any person who at any time during the immediately preceding two years was an officer, director or employee of the Agency.

The provisions of this subsection shall not be applicable to any agreement between the Agency and its fiscal depositories, any agreement for utility services the rates for which are fixed or controlled by the government, or any agreement between the Agency and an agency of state government.

13.60 Interest of Members of, or Delegates to, Congress: No member or delegate to the Congress of the United States, or the State of Florida legislature, shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

14.00 Miscellaneous Provisions:

- **14.10 Environmental Regulations:** Execution of this Joint Participation Agreement constitutes a certification by the Agency that the project will be carried out in conformance with all applicable environmental regulations including the securing of any applicable permits. The Agency will be solely responsible for any liability in the event of non-compliance with applicable environmental regulations, including the securing of any applicable permits, and will reimburse the Department for any loss incurred in connection therewith.
- **14.20 Department Not Obligated to Third Parties:** The Department shall not be obligated or liable hereunder to any party other than the Agency.
- 14.30 When Rights and Remedies Not Waived: In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist, on the part of the Agency, and the making of such payment by the Department while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- 14.40 How Agreement Is Affected by Provisions Being Held Invalid: If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.
- **14.50 Bonus or Commission:** By execution of the Agreement the Agency represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- 14.60 State or Territorial Law: Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable State law: Provided, that if any of the provisions of the Agreement violate any applicable State law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the project.
- 14.70 Use and Maintenance of Project Facilities and Equipment: The Agency agrees that the project facilities and equipment will be used by the Agency to provide or support public transportation for the period of the useful life of such facilities and equipment as determined in accordance with general accounting principles and approved by the Department. The Agency further agrees to maintain the project facilities and equipment in good working order for the useful life of said facilities or equipment.

- **14.71 Property Records**: The Agency agrees to maintain property records, conduct physical inventories and develop control systems as required by 49 CFR Part 18, when applicable.
- 14.80 Disposal of Project Facilities or Equipment: If the Agency disposes of any project facility or equipment during its useful life for any purpose except its replacement with like facility or equipment for public transportation use, the Agency will comply with the terms of 49 CFR Part 18 relating to property management standards. The Agency agrees to remit to the Department a proportional amount of the proceeds from the disposal of the facility or equipment. Said proportional amount shall be determined on the basis of the ratio of the Department financing of the facility or equipment as provided in this Agreement.
- 14.90 Contractual Indemnity: To the extent provided by law, the Agency shall indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Agency, its agents, or employees, during the performance of the Agreement, except that neither the Agency, its agents, or its employees will be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Department or any of its officers, agents, or employees during the performance of the Agreement.

When the Department receives a notice of claim for damages that may have been caused by the Agency in the performance of services required under this Agreement, the Department will immediately forward the claim to the Agency. The Agency and the Department will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the Department will determine whether to require the participation of the Agency in the defense of the claim or to require that the Agency defend the Department in such claim as described in this section. The Department's failure to promptly notify the Agency of a claim shall not act as a waiver of any right herein to require the participation in or defense of the claim by Agency. The Department and the Agency will each pay its own expenses for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all expenses at trial.

- 15.00 Plans and Specifications: In the event that this Agreement involves the purchasing of capital equipment or the constructing and equipping of facilities, where plans and specifications have been developed, the Agency shall provide an Engineer's Certification that certifies project compliance as listed below, or in Exhibit "C" if applicable. For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, hereinafter collectively referred to as "plans", the Agency will certify that:
- a. All plans comply with federal, state, and professional standards as well as minimum standards established by the Department as applicable;
- b. The plans were developed in accordance with sound engineering and design principles, and with generally accepted professional standards;
- c. The plans are consistent with the intent of the project as defined in Exhibits "A" and "B" of this Agreement as well as the Scope of Services; and
- d. The plans comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

Notwithstanding the provisions of this paragraph, the Agency, upon request by the Department, shall provide plans and specifications to the Department for review and approvals.

16.00 Project Completion, Agency Certification: The Agency will certify in writing on or attached to the final invoice, that the project was completed in accordance with applicable plans and specifications, is in place on the Agency facility, that adequate title is in the Agency and that the project is accepted by the Agency as suitable for the intended purpose.

17.00 Appropriation of Funds:

17.10 The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

17.20 Multi-Year Commitment: In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Chapter 339.135(6)(a), F.S., are hereby incorporated: "(a) The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of 25,000 dollars and which have a term for a period of more than 1 year."

| 18.00 Expiration of Agreement: The A | gency agrees to complete the project on or before |
|--|--|
| | by does not complete the project within this time period, this Agreement |
| will expire unless an extension of the time period | is requested by the Agency and granted in writing by the |
| Urban Area Transportation Manager | . Expiration of this Agreement will be considered termination |
| of the project and the procedure established in S | ection 9.00 of this Agreement shall be initiated. |

- **18.10 Final Invoice:** The Agency must submit the final invoice on this project to the Department within 120 days after the expiration of this Agreement.
- 19.00 Agreement Format: All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.
- **20.00 Execution of Agreement:** This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

21.00 Restrictions on Lobbying:

21.10 Federal: The Agency agrees that no federal appropriated funds have been paid or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

If any funds other than federal appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Joint Participation Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Agency shall require that the language of this section be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

21.20 State: No funds received pursuant to this contract may be expended for lobbying the Legislature or a state agency.

22.00 Vendors Rights: Vendors (in this document identified as Agency) providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

If a payment is not available within 40 days after receipt of the invoice and receipt, inspection and approval of goods and services, a separate interest penalty in accordance with Section 215.422(3)(b), F.S. will be due and payable, in addition to the invoice amount to the Agency. The interest penalty provision applies after a 35 day time period to health care providers, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices which have to be returned to an Agency because of vendor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Division of Consumer Services at 1-877-693-5236.

23.00 Public Entity Crime: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, F.S. for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

24.00 Discrimination: An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

25.00 E-Verify

Vendors/Contractors:

- 1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
- 2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

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| | Financial Project No(s). 21733259414 |
|---|---|
| | Contract No. Agreement Date |
| IN WITNESS WHEREOF, the parties hereto have caus | ed these presents be executed, the day and year first above writter |
| AGENCY | FDOT |
| THE TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS AGENCY NAME | See attached Encumbrance Form for date of Funding Approval by Comptroller |
| SIGNATORY (PRINTED OR TYPED) | LEGAL REVIEW SPORTATION |
| SIGNATURE | DEPARTN SPORTATION James E. Urban Transportation Development Manager |

EXHIBIT "A" PROJECT DESCRIPTION AND RESPONSIBILITIES

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and <u>the Taylor County</u> <u>Board of County Commissioners</u>, <u>201 East Green Street</u>, <u>Perry</u>, <u>Florida 32347</u> referenced by the above Financial Project Number.

PROJECT LOCATION:

Perry-Foley Airport Perry, Florida Taylor County

PROJECT DESCRIPTION:

For the design of new aircraft storage hangars at the Perry-Foley Airport.

SPECIAL CONSIDERATIONS BY AGENCY:

The audit report(s) required in paragraph 7.60 of the Agreement shall include a schedule of project assistance that will reflect the Department's contract number, Financial Project Number and the Federal Identification number, where applicable, and the amount of state funding action (receipt and disbursement of funds) and any federal or local funding action and the funding action from any other source with respect to the project.

SPECIAL CONSIDERATIONS BY DEPARTMENT: The following conditions would warrant an administrative action by the Department which may result in termination and closure of the grant award:

• No invoice activity for 6 months or No contract activity for 18 months

Effective July 1, 2010, Section 215.971, Florida Statutes (F.S.) now requires all new Joint Participation Agreement (JPA) the Department executes to clearly document contract deliverables and establish minimum level of services. The JPA scope of services will be required to clearly divide project tasks into quantifiable, measurable, and verifiable units of deliverables that must be received and accepted by the Department, in writing, prior to payment for services. Each deliverable must specify the required level of service to be performed and the Department's criteria for evaluating successful completion. Once the following items have been submitted to and approved in writing by the Department they will be added to this JPA under Exhibit "A" to meet the deliverable requirements under Section 215.971 F.S.:

Scope of Services

Design or Master Plan Phase

- 1. A signed copy of the approved scope of services and schedule of values that are incorporated into an agreement between the Agency and its third-party consultant. The scope of services must include or incorporate by reference a schedule of values that will be used to approve and make payments to the third-party consultant. The scope of services and included schedule of values must be approved in writing by the Department before the Agency enters into an agreement with its third-party consultant. The schedule of values shall be a complete and detailed itemization describing each subcategory of work and related pay items and their associated total value, quantity, unit of measurement and unit price/cost. The consultant should invoice the Agency on a regular basis using the approved schedule of values and one of the following methods:
- a. Percentage Completed. For this method the consultant's invoice should list a detail description of each task in the approved scope of services and schedule of values, the dollar value amount for the item, the percentage competed for the item, and the dollar value for the percentage completed.
- b. Completed Tasks. For this method the consultant's invoice should list a detail description of each task in the approved scope of services and schedule of values, the dollar value amount for each item, indicate which task have been completed, and the dollar value for each task completed.
- The Agency shall sign each invoice submitted to the Department and certify thereon that the Agency has verified that the percentages of and/or task completions are correct and that the amounts indicated on the invoice are correct.
- 3. Any change(s) to the approved scope of services or schedule of values will require a change order approved by the Department, and signed by the Agency and the third-party consultant. Invoices incorporating unapproved changes cannot be submitted by the Agency or paid by the Department.

Construction Phase

4. A signed copy of the approved scope of services and schedule of values that are incorporated into an agreement between the Agency and its construction contractor. The scope of services must include or incorporate by reference a schedule of values that will be used to approve and make payments to the contractor. The scope of services and included schedule of values must be approved in writing by the Department before the Agency enters into an agreement with its contractor. The schedule of values shall be a complete and detailed itemization describing each subcategory of

work and related pay items and their associated total value, quantity, unit of measurement and unit price/cost. The contractor should invoice the Agency on a regular basis using the approved schedule of values and one of the following methods:

- a. Percentage Completed. For this method the contractor's invoice should list a detail description of each task in the approved scope of services and schedule of values, the dollar value amount for the item, the percentage competed for the item, and the dollar value for the percentage completed.
- b. Completed Tasks. For this method the contractor's invoice should list a detail description of each task in the approved scope of services and schedule of values, the dollar value amount for each item, indicate which task have been completed, and the dollar value for each task completed.
- 5. The contractor should submit their pay request to the Agency's project inspector for approval using the standard "Application and Certificate for Payment" form. The Agency's project inspector will review and approve the contractor's pay request certifying the percentage of completion and/or quantities are correct.
- The Agency shall sign each invoice submitted to the Department and certify thereon that the Agency has verified that the percentages of and/or task completions are correct and that the amounts indicated on the invoice are correct.
- 7. Any change(s) to the approved scope of services or schedule of values will require a change order approved by the Department, and signed by the Agency and the contractor. Invoices incorporating unapproved changes cannot be submitted by the Agency or paid by the Department.

EXHIBIT "B" PROJECT BUDGET

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and the Taylor County Board of County Commissioners, 201 East Green Street, Perry, Florida 32347, referenced by the above Financial Project Number.

| PROJECT COST: | | | | \$83 | ,970.00 |
|--|----|--------|----|------|---------------------|
| TOTAL PROJECT COST: | | | | \$83 | ,970. 00 |
| PARTICIPATION: | | | | | |
| Maximum Federal Participation | | | | | |
| FTA, FAA | (| %) | or | \$ | 0.00 |
| Agency Participation | | | | | |
| In-Kind | (| %) | | \$ | |
| Cash | Ì. | %) | | \$ | 0.00 |
| Other | (| %) | | \$ | |
| Maximum Department Participation, | | | | | |
| Primary (DS)/DDB/DIA//DDB/DDB/DIA//DDB/DDB/DIA//DDB/DDB/DIA//DDB/DDB/DDB/DDB/DDB/DDB/DDB/DDB/DDB/D | , | 1000/\ | | 602 | 070.00 |
| (DS)(DDR)(DIM)(PORT)(DPTO) | | 100%) | | | ,970.00 |
| Federal Reimbursable (DU)(FRA)(DFTA) | (| %) | | | |
| Local Reimbursable (DL) | (| %) | or | \$ | |
| TOTAL PROJECT COST | | | | \$83 | ,970.00 |

The Department participation in this project is up to and including \$83,970.00. It is also being funded by the Department as a Rural Economic Development Initiative (REDI) project at 100% funding by the Department.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION **EXHIBIT "C"**

EXHIBIT "C"
AVIATION PROGRAM ASSURANCES

| 725-040-15 |
|-------------|
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| FINANCIAL PROJECT NO.: 21733259414 | |
|------------------------------------|--|
| EFFECTIVE DATE: | |

A. General

- 1. The assurances herein shall form an integral part of the Joint Participation Agreement (Agreement) between the State of Florida, Department of Transportation (Department) and the airport sponsor, whether county or municipal government body or special district, such as an Airport Authority (herein, collectively referred to as "Agency").
- 2. These assurances delineate the obligations of the parties to this Agreement to ensure their commitment and compliance with specific provisions of Exhibit A, "Project Description and responsibilities" and Exhibit B, "Project Budget", as well as serving to protect public investment in public-use airports and the continued viability of the Florida Aviation System.
- 3. The Agency shall comply with the assurances as specified in this Agreement.
- 4. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or project items installed within a facility for an airport development or noise compatibility program project, but shall not exceed 20 years from the effective date of this Agreement.
- 5. There shall be no limit on the duration on the terms and assurances of this Agreement regarding Exclusive Rights and Airport Revenue so long as the property is used as a public airport.
- 6. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by the State of Florida.
- 7. Subject to appropriations, the Department shall continue to comply with its financial commitment to this project under the terms of this Agreement, until such time as the Department may determine that the Agency has failed to comply with the terms of the Agreement and/or these assurances.
- 8. An Agency that has been determined by the Department to have failed to comply with the terms of the Agreement and/or these assurances shall be notified, in writing, by the Department, identifying the specifics of the non-compliance and any corrective action by the Agency to remedy the failure.
- 9. Failure by the Agency to satisfactorily remedy the non-compliance shall absolve the Department's continued financial commitment to this project and immediately require the Agency to repay the Department the full amount of funds expended by the Department on this project.
- 10. Any history of failure to comply with the terms of an Agreement and/or assurances will jeopardize the Agency's eligibility for further state funding of airport projects by the Department.

B. Agency Compliance Certification

1. **General Certification:** The Agency hereby certifies, with respect to this project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and local government, as well as Department policies, guidelines, and requirements, including but not limited to the following:

a. Florida Statutes (F.S.)

- Chapter 163, F.S., Local Government Comprehensive Planning and Land Development
- Chapter 329, F.S., Aircraft: Title; Liens; Registration; Liens
- Chapter 330, F.S., Regulation of Aircraft, Pilots, and Airports
- Chapter 331, F.S., Aviation and Aerospace Facilities and Commerce
- Chapter 332, F.S., Airports and Other Air Navigation Facilities
- · Chapter 333, F.S., Airport Zoning

b. Florida Administrative Code (FAC)

- Chapter 9J-5, FAC, Review of Comprehensive Plans and Determination of Compliance
- Chapter 14-60, FAC, Airport Licensing, Registration, and Airspace Protection
- Section 62-256.300(5) FAC, Open Burning, Prohibitions, Public Airports

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION **EXHIBIT "C"**

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Section 62-701.320(13), FAC, Solid Waste Management, Permitting, Airport Safety

c. Local Government Requirements

- Airport Zoning Ordinance
- Local Comprehensive Plan

d. Department Requirements

- · Eight Steps to Building a New Airport
- Florida Airport Financial Resource Guide
- Florida Aviation Project Handbook
- Guidebook for Airport Master Planning
- · Guidelines for Plan Development
- 2. **Construction Certification:** The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, as well as Federal Aviation Administration (FAA) Advisory Circulars (AC's) and FAA issued waivers thereto, including but not limited to the following:

a. Federal Requirements

- FAA AC 70/7460-1, Obstruction Marking and Lighting
- FAA AC 150/5300-13, Airport Design

b. Local Government Requirements

- Local Building Codes
- Local Zoning Codes

c. Department Requirements

- Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the "Florida Green Book")
- Manual on Uniform Traffic Control Devices
- Section 14-60.007, Florida Administrative Code, "Airfield Standards for Licensed Airports"
- Standard Specifications for Construction of General Aviation Airports
- 3. Land Acquisition Certification: The Agency hereby certifies, regarding land acquisition, that it will comply with applicable federal and state policies, regulations, and laws, including but not limited to the following:

a. Federal Requirements

- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
- National Environmental Policy of 1969
- FAA Order 5050.4, National Environmental Policy Act Implementing Instructions for Airport Projects
- FAA Order 5100.37B, Land Acquisition and Relocation Assistance for Airport Projects

b. Florida Requirements

- Chapter 73, F.S., Eminent Domain (re: Property Acquired Through Condemnation)
- Chapter 74, F.S., Proceedings Supplemental to Eminent Domain (re: Condemnation)
- Section 286.23, F.S., Public Business: Miscellaneous Provisions

C. Agency Authority

AVIATION PROGRAM ASSURANCES

- 1. **Legal Authority:** The Agency hereby certifies, with respect to this project Agreement, that it has the legal authority to enter into this Agreement and commit to this project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the airport sponsor's governing body authorizing this Agreement, including assurances contained therein, and directing and authorizing the person identified as the official representative of the governing body to act on its behalf with respect to this Agreement and to provide any additional information as may be required.
- 2. **Financial Authority:** The Agency hereby certifies, with respect to this project Agreement, that it has sufficient funds available for that portion of the project costs which are not paid by the U.S. Government or the State of Florida; that it has sufficient funds available to assure future operation and maintenance of items funded by this project, which it will control; and that authority has been granted by the airport sponsor governing body to commit those funds to this project.

D. Agency Responsibilities

The Agency hereby certifies it currently complies with or will comply with the following responsibilities:

1. Accounting System

- a. The Agency shall create and maintain a separate account to document all of the financial transactions related to the airport as a distinct entity.
- b. The accounting records shall be kept by the Agency or its authorized representative in accordance with Generally Accepted Accounting Principles and in an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- c. The Department has the right to audit and inspect all financial records of the airport upon reasonable notice.

2. Good Title

- a. The Agency holds good title, satisfactory to the Department, to the airport or site thereof, or gives assurance, satisfactory to the Department, that good title will be obtained.
- b. For noise compatibility program projects undertaken on the airport sponsor's property, the Agency holds good title, satisfactory to the Department, to that portion of the property upon which state funds will be expended, or gives assurance, satisfactory to the Department, that good title will be obtained.

3. Preserving Rights and Powers

- a. The Agency will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, it will act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.
- b. If an arrangement is made for management and operation of the airport by any entity or person other than the Agency or an employee of the Agency, the Agency will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the terms and assurances of this Agreement.

4. Hazard Removal and Mitigation

- a. For airport hazards located on airport controlled property, the Agency will clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.
- b. For airport hazards not located on airport controlled property, the Agency will work in conjunction with the governing public authority or private land owner of the property to clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards. The Agency may enter into an agreement with surrounding property owners or pursue available legal remedies to remove potential hazards to air navigation.

5. Airport Compatible Land Use

a. The Agency assures that appropriate airport zoning ordinances are in place consistent with Section 333.03, F.S., "Airport Zoning", or if not in place, that it will take appropriate action necessary to ensure local government

AVIATION PROGRAM ASSURANCES

adoption of an airport zoning ordinance or interlocal agreement with another local government body having an airport zoning ordinance, consistent with the provisions of Section 333.03, F.S.

- b. The Agency assures that it will disapprove or oppose any attempted alteration or creation of objects, natural or man-made, dangerous to navigable airspace or that would adversely affect the current or future levels of airport operations.
- c. The Agency assures that it will disapprove or oppose any attempted change in local land use development regulations that would adversely affect the current or future levels of airport operations by creation or expansion of airport incompatible land use areas.

6. Consistency with Local Government Plans

- a. The Agency assures the project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the airport.
- b. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the project.
- c. The Agency will consider and take appropriate actions, if deemed warranted, to adopt the current, approved Airport Master Plan into the local government comprehensive plan.

7. Consistency with Airport Master Plan and Airport Layout Plan

- a. The Agency assures that any project, covered by the terms and assurances of this Agreement, is consistent with the current, approved Airport Master Plan.
- b. The Agency assures that this project, covered by the terms and assurances of this Agreement, is consistent with the current, approved Airport Layout Plan (ALP), which shows:
 - (1) The boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency for airport purposes and proposed additions thereto;
 - (2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and
 - (3) The location of all existing and proposed non-aviation areas on airport property and of all existing improvements thereon.
- c. The Agency assures that it will not make or permit any changes or alterations on the airport or any of its facilities that are not consistent with the Airport Master Plan and the Airport Layout Plan, as approved by the Department.
- d. Original Airport Master Plans and Airport Layout Plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Department.

8. Airport Financial Plan

- a. The Agency assures that it will develop and maintain a cost-feasible financial plan to accomplish the projects necessary to achieve the proposed airport improvements identified in the Airport Master Plan and depicted in the Airport Layout Plan, and any updates thereto.
 - (1) The financial plan shall be a part of the Airport Master Plan.
 - (2) The financial plan shall realistically assess project phasing considering availability of state and local funding and likelihood of federal funding under the FAA's priority system.
 - (3) The financial plan shall not include Department funding for projects which are inconsistent with the local government comprehensive plan.
- b. All project cost estimates contained in the financial plan shall be entered into and kept current in the Joint Automated Capital Improvement Program (JACIP) online website.

9. Airport Revenue

The Agency assures that all revenue generated by the airport will be expended for capital improvement or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the

AVIATION PROGRAM ASSURANCES

owner or operator of the airport and which are directly and substantially related to the air transportation of passengers or property, or for environmental or noise mitigation purposes on or off the airport.

10. Fee and Rental Structure

- a. The Agency assures that it will maintain a fee and rental structure for facilities and services at the airport that will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.
- b. If this Agreement results in a facility that will be leased or otherwise produce revenue, the Agency assures that the price charged for that facility will be based on the fair market value.
- c. The Agency assures that property or facility leases for aeronautical purposes shall not exceed a period of 30 years.

11. Public-Private Partnership for Aeronautical Uses

- a. If the airport owner or operator and a person or entity that owns an aircraft or an airport tenant or potential tenant agree that an aircraft hangar or tenant-specific facility, respectively, is to be constructed on airport property for aircraft storage or tenant use at the expense of the aircraft owner or tenant, the airport owner or operator may grant to the aircraft owner or tenant of the facility a lease that is subject to such terms and conditions on the facility as the airport owner or operator may impose, subject to approval by the Department.
- b. Duration of the terms or conditions in Section D11a shall not exceed a period of 30 years.

12. Economic Nondiscrimination

- a. The Agency assures that it will make the airport available as an airport for public use on reasonable terms without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public.
 - (1) The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
 - (2) The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.
- b. The Agency assures that each airport Fixed-Based Operator (FBO) shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other FBOs making the same or similar uses of such airport and utilizing the same or similar facilities.

13. Air and Water Quality Standards

The Agency assures that in projects involving airport location, major runway extension, or runway location that the project will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards.

14. Operations and Maintenance

- a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a publicuse airport.
 - (1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.
 - (2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.
 - (3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.
- b. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when adverse weather conditions interfere with safe airport operations.

15. Federal Funding Eligibility

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- a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.
- b. Ineligibility for federal funding of airport projects will render the Agency ineligible for state funding of airport projects.

16. Project Implementation

- a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this airport project within one year after the effective date of this Agreement.
- b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.
- c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.

17. Exclusive Rights

The Agency assures that it will not permit any exclusive right for use of the airport by any person providing, or intending to provide, aeronautical services to the public.

18. Airfield Access

- a. The Agency assures that it will not grant or allow general easement or public access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency equipment, fuel, supplies, passengers, mail and freight, radar, communications, utilities, and landing systems, including but not limited to flight operations, ground services, emergency services, terminal facilities, maintenance, repair, or storage, except for those normal airport providers responsible for standard airport daily services or during special events at the airport open to the public with limited and controlled access.
- b. The Agency assures that it will not grant or allow general easement or public access to any portion of the airfield from adjacent real property which is not owned, operated, or otherwise controlled by the Agency without prior Department approval.

19. Retention of Rights and Interests

The agency will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the real property shown as airport owned or controlled on the current airport layout plan without prior written approval by the Department. It will not sell, lease, encumber, terminate, waive, or otherwise transfer or dispose of any part of its title, rights, or other interest in existing noise easements or avigation easements on any property, airport or non airport, without prior written approval by the Department. These assurances shall not limit the Agency's right to lease airport property for airport-compatible purposes.

20. Consultant, Contractor, Scope, and Costs

- a. The Department has the right to disapprove the Agency's employment of consultants, contractors, and subcontractors for all or any part of this project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department.
- b. Further, the Department maintains the right to disapprove the proposed project scope and cost of professional services.

21. Planning Projects

If this project involves planning or other aviation studies, the Agency assures that it will:

- a. Execute the project per the approved project narrative or with approved modifications.
- b. Furnish the Department with such periodic project and work activity reports as indicated in the approved scope of services.
- Make such material available for public review, unless exempt from public disclosure.
 - (1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 Florida Statutes.
 - (2) No material prepared under this Agreement shall be subject to copyright in the United States or any other country.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

EXHIBIT "C"

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- d. Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.
- e. If the project involves developing an Airport Master Plan or an Airport Layout Plan, and any updates thereto, it will be consistent with provisions of the Florida Aviation System Plan, will identify reasonable future growth of the airport and the Agency will comply with the Department airport master planning guidebook, including:
 - (1) Provide copies, in electronic and editable format, of final project materials to the Department, including computer-aided drafting (CAD) files of the Airport Layout Plan.
 - (2) Develop a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the Airport Master Plan or depicted in the Airport Layout Plan, and any updates thereto. The cost-feasible financial plan shall realistically assess project phasing considering availability of state and local funding and federal funding under the FAA's priority system.
 - (3) Enter all projects contained in the cost-feasible plan in the Joint Automated Capital Improvement Program (JACIP).
- f. The Agency understands and agrees that Department approval of this project Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.
- g. The Agency will submit master planning draft and final deliverables for Department and, if required, FAA approval prior to submitting any invoices to the Department for payment.
- h. The Department may extend the 5-day requirement for the approval and inspection of goods and services to allow for adequate time for review (reference Section 215.422(1), F.S.).

22. Land Acquisition Projects

If this project involves the purchase of real property, the Agency assures that it will:

- a. Laws: Acquire the land in accordance with federal and state laws governing such action.
- b. Administration: Maintain direct control of project administration, including:
 - (1) Maintain responsibility for all related contract letting and administrative procedures.
 - (2) Secure written Department approval to execute each agreement for the purchase of real property with any third party.
 - (3) Ensure a qualified, State certified general appraiser provides all necessary services and documentation.
 - (4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
 - (5) Establish a project account for the purchase of the land.
 - (6) Collect and disburse federal, state, and local project funds.
- c. **Reimbursable Funds:** If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, Florida Statutes, the Agency will comply with the following requirements:
 - (1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.
 - (2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, Florida Statutes.
 - (3) If federal funds are not received for the land purchase, the Agency shall reimburse the Department within 30 calendar days after the reimbursable funds are to achieve normal project state and local funding shares as described in Chapter 332, Florida Statutes.
 - (4) If federal funds are not received for the land purchase and the state share of the purchase is less than or equal to normal state and local funding shares per Chapter 332, F.S., when reimbursable funds are due, no reimbursement to the Department shall be required.

EXHIBIT "C" AVIATION PROGRAM ASSURANCES

- d. **New Airport:** If this project involves the purchase of real property for the development of a new airport, the Agency assures that it will:
 - (1) Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.
 - (2) Complete an Airport Master Plan within two years of land purchase.
 - (3) Complete airport construction for basic operation within 10 years of land purchase.
- e. **Use of Land:** The Agency assures that it shall use the land for aviation purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.
- f. **Disposal of Land:** For disposal of real property purchased in accordance with the terms and assurances of this Agreement, the Agency assures that it will comply with the following:
 - (1) For land purchased for airport development or noise compatibility purposes, the Agency will, when the land is no longer needed for such purposes, dispose of such land at fair market value and/or make available to the Department an amount equal to the state's proportionate share of its fair market value.
 - (2) Land shall be considered to be needed for airport purposes under this assurance if:
 - (a) It serves aeronautical purposes, e.g. runway protection zone or as a noise buffer.
 - (b) Revenue from uses of such land contributes to airport financial self-sufficiency.
 - (3) Disposition of land under Section 22f(1) or (2), above, shall be subject to retention or reservation of any interest or right therein needed to ensure such land will only be used for purposes compatible with noise levels related to airport operations.
 - (4) For disposal of real property purchased with Department funding:
 - (a) The Agency will reimburse the Department a proportional amount of the proceeds of the sale of any airport-owned real property.
 - (b) The proportional amount shall be determined on the basis of the ratio of the Department financing of the acquisition of the real property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.
 - (c) Sale of real property acquired with Department funds shall be at fair market value as determined by appraisal, and the contract for sale must be approved in advance by the Department.
 - (d) If any portion of the proceeds from the sale to the Agency is non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.
- 23. Construction Projects: The Agency assures that it will:
 - a. Project Certifications: Certify project compliances, including
 - (1) Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.
 - (2) All design plans and specifications comply with federal, state, and professional standards and applicable FAA advisory circulars, as well as the minimum standards established by the Department for State of Florida licensing as a public-use airport.
 - (3) Completed construction complies with all applicable local building codes.
 - (4) Completed construction complies with the project plans and specifications with certification of that fact by the project Engineer.
 - b. **Design Development**: For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, which are hereinafter collectively referred to as "plans", the Agency will certify that:
 - (1) The plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION **EXHIBIT "C"**

725-040-15 AVIATION OGC - 03/09

AVIATION PROGRAM ASSURANCES

AVIATION PROGRAM ASSURANCES

- (2) The plans shall be consistent with the intent of the project as defined in Exhibit A and Exhibit B of this Agreement.
- (3) The project Engineer shall perform a review of the certification requirements listed in Section B2 above and make a determination as to their applicability to this project.
- (4) Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.
- c. Inspection and Approval: The Agency assures that:
 - (1) The Agency will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Department for the project.
 - (2) The Agency assures that it will allow the Department to inspect the work and that it will provide any cost and progress reporting, as may be required by the Department.
 - (3) The Agency assures that it will take the appropriate corrective action necessary, as required by the Department, for work which does not conform to Department standards.
- d. **Pavement Preventive Maintenance:** The Agency assures that for a project involving replacement or reconstruction of runway or taxiway pavement it has implemented an airport pavement maintenance management program and that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with state financial assistance at the airport.
- 24. Noise Mitigation Projects: The Agency assures that it will:
 - a. **Government Agreements:** For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, the Agency shall enter into an agreement with that government body.
 - (1) The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same terms and assurances that apply to the Agency.
 - (2) The Agency assures that it will take steps to enforce the local agreement if there is substantial non-compliance with the terms of the agreement.
 - b. Private Agreements: For noise compatibility projects on privately owned property,
 - (1) The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.
 - (2) The Agency assures that it will take steps to enforce the agreement if there is substantial non-compliance with the terms of the agreement.

EXHIBIT - 'D' PROJECT AUDIT REQUIRMENTS

| Financial | Project No. | <u>21733259414</u> |
|-----------|-------------|--------------------|
| | | |

Contract No.

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and Taylor County Board of County Commissioners the Taylor County Board of County Commissioners, 201 East Green Street, Perry, Florida 32347.

Insert or replace the following contract language within the "Audit Reports" section of all FDOT contracts. NOTE: Special attention, for the insertion of this information, should be made to "A" contracts.

The administration of resources awarded by the Department to the **Taylor County Board of County Commissioners** may be subject to audits and/or monitoring by the Department, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department staff to the **Taylor County Board of County Commissioners** further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the FDOT's Office of Inspector General (OIG) and Florida's Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

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

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

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

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

PART II: STATE FUNDED

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

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

PART III: OTHER AUDIT REQUIREMENTS

The recipient shall follow up and take corrective action on audit findings. Preparation of a summary schedule of prior year audit findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the FDOT, the Department of Financial Services, and the Auditor General. This section does not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

PART IV: REPORT SUBMISSION

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

Aviation Administrator 1109 S. Marion Avenue, MS 2018 Lake City, Florida 32025-5874 (i.e. District Program Manager or Audit Director for this contract)

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

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

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.
- 2. In the event that a copy of the reporting package for an audit required by PART I of this agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the Department for reasons pursuant to section .320 (e)(2), OMB Circular A-133, as revised, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited schedule of expenditures of Federal awards <u>directly</u> to each of the following:

Aviation Administrator 1109 S. Marion Avenue, MS 2018 Lake City, Florida 32025-5874

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

Aviation Administrator 1109 S. Marion Avenue, MS 2018 Lake City, Florida 32025-5874

- 3. Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the recipient <u>directly</u> to each of the following:
 - A. The Department at each of the following addresses:

Aviation Administrator 1109 S. Marion Avenue, MS 2018 Lake City, Florida 32025-5874

B. The Auditor General's Office at the following address:

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

- 4. Copies of reports or the management letter required by PART III of this agreement shall be submitted by or on behalf of the recipient <u>directly</u> to:
 - A. The Department at each of the following addresses:

Aviation Administrator 1109 S. Marion Avenue, MS 2018 Lake City, Florida 32025-5874

5. Any reports, management letter, or other information required to be submitted to the Department pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida

Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

6. Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

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

EXHIBIT - 1

FEDERAL and/or STATE resources awarded to the recipient pursuant to this agreement should be listed below. If the resources awarded to the recipient represent more than one Federal or State program, provide the same information for each program and the total resources awarded. Compliance Requirements applicable to each Federal or State program should also be listed below. If the resources awarded to the recipient represent more than one program, list applicable compliance requirements for each program in the same manner as shown here:

- (e.g., What services or purposes the resources must be used for)
- (e.g., Eligibility requirements for recipients of the resources)
- (Etc...)

NOTE: Instead of listing the specific compliance requirements as shown above, the State awarding agency may elect to use language that requires the recipient to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. The State awarding agency, if practical, may want to attach a copy of the specific law, rule, or regulation referred to.

FEDERAL RESOURCES

| Federal Agency | Catalog of Federal Domestic Assistance | (Number & Title) | <u>Amount</u> |
|----------------------------------|---|------------------|---------------|
| Federal Aviation Admi | istration 20.106 | | \$0.00 |
| Compliance Requirement | <u>nts</u> | | |
| 1. | | | |
| 2. | | | |
| 3. | | | |
| STATE RESOURCES | | | |
| State Agency | Catalog of State Financial Assistance | (Number & Title) | <u>Amount</u> |
| Florida Department o | Transportation 55004 | | \$83,970.00 |
| Compliance Requirement 1. 2. 3. | <u>nts</u> | | |
| Matching Resources for | Local Agency | | |
| Agency Catal | og of Federal Domestic Assistance (Numb | oer & Title) | <u>Amount</u> |
| Taylor County BoC | | | \$0.00 |
| Compliance Requireme | <u>nts</u> | | |
| 1. | | | |
| 2. | | | |
| 3. | | | |

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.



TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO REVIEW AND CONSIDER APPROVAL OF CATASTROPHIC INMATE MEDICAL INSURANCE QUOTE, AS AGENDAED BY DUSTIN HINKEL, ASSISTANT COUNTY ADMINISTRATOR

MEETING DATE REQUESTED:

OCTOBER 7, 2013

Statement of Issue:

THE BOARD TO CHOOSE AN OPTION FOR INMATE

MEDICAL INSURANCE

Recommended Action: CHOOSE OPTION 1

Fiscal Impact:

APPROX. \$18,934

Budgeted Expense:

YES

Submitted By:

DUSTIN HINKEL, ASSISTANT COUNTY ADMINISTRATOR

Contact:

838-3500x7

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: THE BOARD REVIEWED AND DISCUSSED OPTIONS AT THE SEPTEMBER WORKSHOP. The Board funds a catastrophic medical insurance plan to cover jail inmates in the case of medical emergencies. The current policy is set to expire at the end of the month and a renewal option needs to be selected. The Board's current plan premium is set at of \$0.59 per inmate per day and the Board has expended \$17,800 in its current fiscal year plan that took effect December 1, 2012.

Options:

APPROVE/NOT APPROVE

Attachments:

INMATE INSURANCE POLICY AND QUOTE

CATASTROPHIC INMATE MEDICAL INSURANCE QUOTE

Name of Insured: Taylor County Date of Quote: 09/13/2013

Insurance Carrier: United HealthCare-OptumHealth

Inmate Count: 88 Inmates

Hunt Insurance Group LLC / Willis 3606 Maclay Boulevard S, Ste 204

Tallahassee, FL 32312

(850) 385-3636 • (850) 385-2124

COVERAGE BENEFITS:

 Off-Site Inpatient Hospital Services and Outpatient Surgical and attending Physician Services. The maximum eligible expenses shall be limited to the lesser of the amount paid, or up to an "Average Daily Maximum" (ADM) per admission of \$20,000 ADM for the first three days and \$12,000 ADM for each day thereafter.

| COVERAGE & PREMIUM BASIS: | Option 1 | Option 2 |
|---------------------------------|-----------|-----------|
| Limit of Coverage per Inmate: | \$250,000 | \$250,000 |
| Specific Deductible per Inmate: | \$30,000 | \$35,000 |
| Current Inmate Population: | 88 | 88 |
| Rate per Inmate, per Month: | \$17.93 | \$16.40 |
| Total Estimated Annual Premium: | \$18,934 | \$17,318 |

EXCLUSIONS OR LIMITATIONS: (For a complete list refer to policy)

- All charges for which government authorities are not legally obligated to pay
- All charges in connection with the rehab portion of a substance abuse claim
- All charges in connection with the rehab portion of a mental/nervous claim
- All charges which are incurred after the release from custody
- All charges in connection with security or guarding an inmate
- All charges paid outside the terms of the Plan Document

ASSUMPTIONS AND CONDITIONS:

- This quote is an estimate based on data provided & subject to a completed application
- This quotation contains general information & is not a contract or binder of insurance
- Eligible claims are those occurring in 12 months and paid in 18 months
- The Company reserves the right to audit the inmate count
- This proposal directly reflects administration over ride 5%
- This proposal directly reflects commission of 17%
- AIDS/HIV and Pregnancy claims included
- No pre-existing conditions exclusions
- · Large claim updates may be required
- Prior to Booking claims covered
- · Quotes are valid for 30 days



Standard Terms and Conditions for Willis North America Retail Accounts

Please note the following terms and conditions related to your decision to utilize Willis to purchase insurance coverage, products and/or services:

Services and Responsibilities

The services we provide to you will rely in significant part on the facts, information and direction provided by you or your authorized representatives. In order to make our relationship work, we must each provide the other with accurate and timely facts, information and direction as is reasonably required. You must provide us with complete and accurate information regarding your loss experience, risk exposures, and changes in the analysis or scope of your risk exposures and any other information reasonably requested by us or insurers. It is important that you advise us of any material changes in your business operations that may affect our services or the insurance coverages we place for you. A factor or circumstance is material if it would influence the judgment of a prudent insurer in determining premium and whether or not they would underwrite the risk. Therefore, all information which is material to your coverage requirements or which might influence insurers in deciding to accept your business, finalizing the terms to apply and/or the cost of cover, must be disclosed. Failure to make full disclosure of material facts might potentially allow insurers to avoid liability for a particular claim or to void the contract. This duty of disclosure applies equally at renewal of your existing coverage and upon placement of new lines of coverage. Willis will not be responsible for any consequences which may arise from any delayed, inaccurate or incomplete information.

We will assess the financial soundness of the insurers we recommend to provide your coverages based on publicly available information, including that produced by well-recognized rating agencies. Upon request, we will provide you with our analysis of such insurers. We cannot, however, guarantee or warrant the solvency of any insurer or any intermediary that we may use to place your coverage.

If you have a multi-year policy, it is important that you understand the limitations associated with the coverage options and the possibility that the financial strength of the carrier may change throughout the term of the policy. We recommend that you review the insurer's ratings for any downgrades during the term of this multi-year policy.

The final decisions with respect to all matters relating to your insurance coverages, risk management, and loss control needs and activities are yours. We will procure the insurance coverage chosen by you, prepare or forward insurance binders, and review and transmit policies to you.

If your insurance risks are in more than one jurisdiction, we, where required, will liaise between you and insurers to agree how to apportion the premium between applicable jurisdictions, and the amount of insurance premium tax payable in each jurisdiction. In providing such services, Willis is acting in its capacity as an insurance broker. You



should seek your own advice in relation to such tax laws where you consider it necessary. We will not be liable to you should the apportionment of premium or amount of tax payable under the policy be challenged by any tax authority. In addition, we will not be liable to you should the insurers fail, or refuse, to collect and pay such insurance premium tax to the relevant authorities.

We will review all binders, policies and endorsements for the purpose of confirming their accuracy and conformity to negotiated specifications and your instructions and advise you of any errors in, or recommended changes to, such policies. You agree that you will also review all such documents and advise us of any questions you have or of any document or provision which you believe may not be in accordance with your instructions as soon as possible, and in no event longer than two weeks, after you receive them. Your coverage is defined by the terms and conditions detailed in your insurance policies and endorsements. Your review of these documents, and any review you may seek from outside legal counsel or insurance consultants, is expected and essential.

We will meet, as requested by you, with your representatives to explain coverage and policies. We will promptly respond to your requests for coverage information, analysis of changing market conditions, and assistance in reporting subsequent changes in information to insurance companies and service providers.

In our capacity as insurance brokers, we do not provide legal or tax advice. We encourage you to seek any such advice you want or need from competent legal counsel or tax professionals.

Confidentiality

We will treat information you provide us in the course of our professional relationship as confidential and will use it only in performing services for you, except as directed by you or stated herein. We may share this information with third parties as may be required to provide our services. We may also disclose this information to the extent required to comply with applicable laws or regulations or the order of any court or tribunal. We may share this information with other affiliated Willis companies in order to help provide our services and for matters connected with the management, development or operation of our and their business, and to the extent we do so, any such affiliated Willis companies will also keep your information confidential subject to our agreement with you. By providing us with data, you agree and represent that you are fully authorized to possess that data and to provide it to us, and further that we are fully authorized to obtain, maintain, process and transfer such data in a commercially reasonable manner and as we reasonably deem advisable in order to provide our services. You also agree that we may aggregate and anonymise your information and may disclose to third parties certain anonymised or industry-wide statistics or other information which may include information relating to you, but that we will not, without your consent, reveal any information specific to you other than on an anonymised basis and as part of an industry or sector-wide comparison. In our use of the information that you provide us, we agree that we will comply with all applicable privacy laws, and that we have implemented and



will maintain commercially reasonable and appropriate security measures in order to protect sensitive information from unauthorized use or disclosure. Records you provide us will remain your property and will be returned to you upon request, although we will have the right to retain copies of such records to the extent required in the ordinary course of our business or by law. You will treat any information we provide to you, including data, recommendations, proposals, or reports, as confidential, and you will not disclose it to any third parties. You may disclose this information to the extent required to comply with applicable laws or regulations or the order of any court or tribunal. We retain the sole rights to all of our proprietary computer programs, systems, methods and procedures and to all files developed by us.

Willis represents and warrants that, with respect to the personal information of any Massachusetts resident, (1) it has and is capable of maintaining appropriate security measures to protect Personal Information consistent with 201 CMR 17.00 and any applicable federal regulations; and (2) as of the Agreement Effective Date, it has and will at all times during the term of this Agreement, maintain a comprehensive written information security program that complies with applicable privacy and data security laws. Willis's information security program shall contain at least the following:

- Reasonable restrictions upon physical access to records containing personal information and storage of such records and data in locked facilities, storage areas or counters.
- Regular monitoring to ensure that the comprehensive information security program is
 operating in a manner reasonably calculated to prevent unauthorized access to or
 unauthorized use of personal information; and upgrading information safeguards as
 necessary to limit risks.
- Reviewing the scope of the security measures at least annually or whenever there is a
 material change in business practices that may reasonably implicate the security or
 integrity of records containing personal information.
- Documenting responsive actions taken in connection with any incident involving a breach of security, and mandatory post-incident review of events and actions taken, if any, to make changes in business practices related to protection of personal information.

Carrier Quotes

The quotes we have provided to you are based upon the information that you have provided to us. If you discover that previously submitted information is inaccurate or incomplete, please advise us immediately so that we can attempt to revalidate terms with insurers.



A carrier quote is an offer to provide coverage. Offers can be modified or withdrawn prior to your acceptance through your order to bind coverage. The quote itself is not a legally binding commitment or a confirmation of actual coverage. Should you choose to bind coverage, we will secure a formal commitment, typically in the form of a binder on a form issued or approved by the carrier(s) at issue.

Compensation and Conflicts of Interest

Your Willis Client Bill of Rights includes a promise that we will disclose to you all compensation received by Willis in connection with your insurance placement.

To the extent Willis is compensated by commissions paid to us by insurers, they will be earned for the entire policy period at the time we place policies for you. We will be paid the commission percentage stated for the placement of your insurance as indicated, and will receive the same commission percentage for all subsequent renewals of this policy unless we negotiate a different commission percentage with you.

Despite Willis' objections, many insurance carriers have imposed volume-based compensation in certain parts of the US employee benefits business. To continue to serve its clients in this business, Willis has no viable option but to accept this compensation, which it fully discloses, in medical lines only. Contingent commission agreements that Willis inherited with the acquisition of HRH expire in 2011. Willis may accept contingent compensation when it serves as an intermediary to another insurance producer.

WillPLACE, a proprietary online tool, provides Willis brokers with access to global placement information so that we can seek to develop solutions for you with appropriate markets at competitive prices and terms. Some insurers pay Willis an Administration and Maintenance Fee for reporting on their book of business. Some of these insurers pay Willis an additional fee equal to 1% of the premium cost for placements matched through the WillPLACE system. Any insurer payments related to the WillPLACE system will not increase the cost of your insurance.

Willis develops panels of insurers in certain market segments. Participating insurers are reviewed on a variety of factors. Commission rates on panel placements may be higher than rates paid on business placed outside of the panel process. Willis discloses its commission rates to clients on quotes obtained through the panel process prior to binding the coverage. In some instances, insurers pay an administration fee to participate in the panel process. Your Willis broker will provide you with additional information on Willis Panels upon request.



Where permitted by applicable law, Willis may assess a policy service fee. The fee is on a per-policy basis and is calculated on the premium amount, per the schedule below:

| Premium Amount | Policy Service Fee |
|---------------------|--------------------|
| <= \$5,000 | \$10 |
| \$5,001 - \$10,000 | \$50 |
| \$10,001 - \$25,000 | \$100 |
| >= \$25,001 | \$250 |

The policy service fee is compensation to Willis for such value-added services and resources including dedicated industry practices, technical resources, placement support and our strategic outcomes practices. The fee is not required by any insurer or regulator, nor is it included in the premium charged. It will be listed separately on your invoice. It is not necessary to procure a policy to obtain many of these and other services on a consultancy basis for a separate fee.

In some cases the use of a wholesale broker may be beneficial to you. We will not directly or indirectly place or renew your insurance business through a wholesale broker unless we first disclose to you in writing any compensation we or our corporate parents, subsidiaries or affiliates will receive as a result.

If wholesalers, underwriting managers or managing general agents have a role in providing insurance products and services to you, they will also earn and retain compensation for their role in providing those products and services. If any such parties are corporate parents, subsidiaries or affiliates of ours, any compensation we or our corporate parents, subsidiaries or affiliates will receive will be included in the total compensation we disclose to you. If such parties are not affiliated with us, and if you desire more information regarding the compensation those parties will receive, please contact us and we will assist you in obtaining this information.

In the ordinary course of business we may also receive and retain interest on premiums you pay from the date we receive the funds until we pay them to the insurers or their intermediaries, or until we return them to you after we receive such funds.

Commission schedules and other compensation arrangements related to our services on your behalf may change over time and may not always be congruent with your specific policy period. Willis will provide you with accurate information to the best of our knowledge when information is presented to you, but it is possible that compensation arrangements may change over time. We will update you on any changes to our compensation prior to your renewal, and will do so at any time upon your request.

As an insurance intermediary, we normally act for you. However, we or our corporate parents, subsidiaries or affiliates may provide services to insurers for some insurance products. These services may include (a) acting as a managing general agent, program manager or in other similar capacities which give us binding authority enabling us to



accept business on their behalf and immediately provide coverage for a risk; (b) arranging lineslips or similar facilities which enable an insurer to bind business for itself and other insurers; or (c) managing lineslips for insurers. Contracts with these insurers may grant us certain rights or create certain obligations regarding the marketing of insurance products provided by the insurers.

We may place your insurance business under such a managing general agent's agreement, binding authority, lineslip or similar facility when we reasonably consider that these match your insurance requirements/instructions. When we intend to do so, we shall inform you and disclose the compensation payable to Willis in connection with the placement of the insurance coverage.

We may also provide reinsurance brokerage services to insurers with which your coverage is placed pursuant to separate agreements with those insurers. We may be compensated by the insurers for these services in addition to any commissions we may receive for placement of your insurance coverages.

Subsidiaries of Willis North America Inc are members of a major international group of companies. In addition to the commissions received by us from insurers for placement of your insurance coverages, other parties, such as excess and surplus lines brokers, wholesale brokers, reinsurance intermediaries, underwriting managers and similar parties (some of which may be owned in whole or in part by our corporate parents or affiliates), may earn and retain usual and customary commissions for their role in providing insurance products or services to you under their separate contracts with insurers or reinsurers.

The insurance market is complex, and there could be other relationships which are not described in this document which might create conflicts of interest. Notwithstanding any possible conflict which might exist, we will act in your best interests at all times in providing services to you. If a conflict arises for which there is no practicable way of complying with this commitment, we will promptly inform you and withdraw from the engagement, unless you wish us to continue to provide the services and provide your written consent. Please let us know in writing if you have concerns or we will assume that you understand and consent to our providing our services pursuant to these terms.

Premium Financing

You may choose to use a premium finance company, property appraiser, structured settlement firm or other similar service provider in connection with the insurance coverages we place for you or the services we provide to you. Premium finance options are not always available, but where they are, Willis currently works with industry leading finance providers for this service. Where permitted by law, we receive a fee for the administrative services we provide those companies. These services include processing the premium finance applications and marketing and sales support they do not have. If you would like more information about the fee we receive, please let us know.



Premium Payment/Handling of Funds

You agree to provide immediately available funds for payment of premiums by the payment dates specified in the insurance policies, invoices or other payment documents. Failure to pay premium on time may prevent coverage from incepting or result in cancellation of coverage by the insurer. We will not be responsible for any consequences that may arise from any delay or failure by you to pay the amount payable by the indicated date.

We will handle any premiums you pay through us and any funds which we receive from insurers or intermediaries for payment or return to you in accordance with the requirements and restrictions of applicable state and federal insurance laws and regulations and state unclaimed property laws. In some cases we may transfer your funds directly to insurers. In other cases we may be required to transfer your funds to third parties such as wholesale brokers, excess and surplus lines brokers, or managing general agents for carrying out transactions for you.

Surplus Lines Placements

If a surplus lines, non-admitted and/or non-licensed insurer was used to quote your coverage, their premium rates, coverage terms and policy forms are not regulated by your home state. Their premium is subject to a surplus lines premium tax which is in addition to the premium. In the event of insolvency you will not be indemnified by any state guaranty fund for unpaid claims.

Claims

We will inform you of the reporting requirements for claims, including where claims should be reported and the method of reporting to be used, if applicable. Please carefully review any claims-reporting instructions or information we provide. Failure to timely and properly report a claim may jeopardize coverage for the claim. In addition, you should retain copies of all insurance policies and coverage documents as well as claims-reporting instructions after termination of the policies because in some cases you may need to report claims after termination of a policy.

Ethical Business Practice

We do not tolerate unethical behavior either in our own activities or in those with whom we seek to do business. We will comply with all applicable laws, regulations, and rules.

Sanctions

The sanctions profile of different business(es) may differ on the basis of a number of complex factors. Whether a sanctions program applies to you depends on a number of factors, including your ownership structure, control, location, and the nationality of your employees. In certain circumstances, the United States and other countries prohibit or



restrict companies from conducting business in certain jurisdictions (e.g. Cuba), and can sanction companies who conduct such business. We cannot advise on the applicability of sanctions programs either to you or to insurers nor can we guarantee or otherwise warrant the position of any insurer under existing or future sanctions programs. You should take legal advice as you deem appropriate in this regard.

We will comply with all applicable sanctions programs and you are advised that, where obliged by law, we may have to take certain actions, including freezing of funds held on behalf of parties and individuals as required by sanctions programs.

Intellectual Property

Willis shall own and retain all right, title, and interest in and to the following (collectively, "Willis Property"): (i) all software, hardware, technology, documentation, and information provided by Willis in connection with the Claim and Risk Control Services; (ii) all ideas, know-how, methodology, models and techniques that may be developed, conceived, or invented by Willis during its performance under this Agreement; and (iii) all worldwide patent, copyright, trade secret, trademark and other intellectual property rights in and to the property described in clauses (i) and (ii) above. Accordingly, all rights in the Willis Property are hereby expressly reserved.

Electronic Communication

We agree that we may communicate with each other from time to time by electronic mail, sometimes attaching further electronic data as and when the circumstances require attachments. By consenting to this method of communication you and we accept the inherent risks (including the security risks of interception of or unauthorized access to such communications, the risks of corruption of such communications and the risks of viruses or other harmful devices). We each agree, however, that we will employ reasonable virus checking procedures on our computer systems, and we will each be responsible for checking all electronic communications received for viruses. You will also be responsible for checking that messages received are complete. In the event of a dispute neither of us will challenge the legal evidentiary standing of an electronic document, and the Willis system shall be deemed the definitive record of electronic communications and documentation.

Please note that our system blocks certain file extensions for security reasons, including, but not necessarily limited to, .rar, .text, .vbs, .mpeg, .mp3, .cmd, .cpl, .wav, .exe, .bat, .scr, .mpq, .avi, .com, .pif, .wma, .mpa, .mpg, .jpeg. Emails with such files attached will not get through to us; and no message will be sent to tell you they have been blocked. If you intend to send us emails with attachments, please verify with us in advance that our system will accept the proposed form of attachment.



Other Agreements

To the extent there is a conflict between these terms and conditions and a separately negotiated and signed agreement between you and Willis, the relevant portions of the signed agreement will control.

Severability

The provisions of this agreement shall be severable and, in the event any provision or portion of any provision shall be construed by any court of competent jurisdiction to be invalid, the same shall not invalidate any other provision of this agreement or the remainder of the enforceable portion of the provision.

Termination

In the event of termination, we will be entitled to receive and retain any commissions payable under the terms of our commission agreements with the insurers in relation to policies placed by us, whether or not the commissions have been received by us.

Our obligation to render services under the agreement ceases on the effective date of termination of the agreement. Nevertheless, we will process all remaining deposit premium installments on policies in effect at the time of termination. Claims and premium or other adjustments may arise after our relationship ends. Such items are normally handled by the insurance broker serving you at the time the claim or adjustment arises. However, it may be mutually agreed that we will provide services in these areas after the termination of our relationship for mutually agreed additional compensation. The obligations set forth under "Confidentiality" above shall survive any termination of the agreement.

Choice of Law

Our agreement for services shall be governed by and construed in accordance with the laws of the state in which our office is located.

Inquiries and Complaints

Your satisfaction is important to us. If you have questions or complaints, please inform the person who handles your account or contact the head of our office. Alternatively, you may call 1-866-704-5115, the toll free number we have set up exclusively for client feedback and complaints.

THE WILLIS CLIENT BILL OF RIGHTS

om (*). In 1997 - Tilligner och sock state state grånet nytte betråde i de och sid bli i tregt och sock for de Sock och till state till state skillet melle sock ett och

The Wide Marker Hard Barrier and Charles Alberta Alberta Marker Committee Co

Willis represents the client's best interests through our Client Advocacy Model. Willis' global resources and services are committed to understanding the client's company, its industry and its individual needs. Willis' customized recommendations and solutions will be driven by what is in the client's best interests. This is the centerpiece of the value Willis provides its clients.

At the commencement of every new engagement and at renewal thereafter, Willis will describe the service and value it provides and how it is compensated for it—in plain and simple language as part of our Terms of Business Agreement and our Willis Client Service model.

Willis will listen before it acts. Its partnerships with clients will be typified by clear, complete and candid communication.

- Clients will have a toll-free number to give Willis feedback on the quality of its services. Clients can comment, critique and suggest areas for improvement. Willis values client input.
- Willis will require that the training its Associates receive includes enhanced emphasis on their duty of care and full disclosure to clients.

- Willis Associates are prohibited from accepting any gifts, entertainment or trips from insurers that could create the appearance of a conflict of interest with its clients.
- Willis will not accept contingency compensation from insurers.*
- Willis will conduct its business in accordance with its "best practices" guidelines, which are incorporated in our Willis Excellence Model.
- Willis clients will receive the benefits of our Glocal approach to service; our global resources delivered locally to help clients realize their highest risk management and business objectives regardless of geography.
- Adherence to these principles will be enforced by a series of enhanced internal controls, including regular compliance reviews, audits and review by the Audit Committee of the Willis Board of Directors.

Willis Toll-free Number: 800 234 8596

*Prior to its merger with Willis, HRH accepted contingent compensation on certain of its clients' accounts; these contingents will be phased out over three years, and no contingents will be accepted on any new brokerage clients or business generated after the October 1, 2008 acquisition.



TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



BOARD TO RATIFY THE RED PADGETT ROAD WIDENING AND RESURFACING CONTRACT WITH OLD CASTLE SOUTHERN GROUP, INC. D/B/A APAC-SOUTHEAST, INC. AS SIGNED BY THE COUNTY ADMINISTRATOR.

MEETING DATE REQUESTED:

OCTOBER 7, 2013

Statement of Issue:

Board to consider request to ratify the County Administrator's signature of the Red Padgett Road Widening and Resurfacing Contract with Old Castle Southern Group, Inc. d/b/a/ APAC-Southeast, Inc.

Recommended Action:

The Board should ratify the signature of the County Administrator.

Fiscal Impact:

FISCAL YR 2013/14 -\$2,938,140.46

Budgeted Expense:

YES (FY 13/14)

Submitted By:

ADMINISTRATIVE DIVISION

Contact:

COUNTY ADMINISTRATOR

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

The Board of County Commissioners accepted the proposal from Old Castle Southern group, Inc. – d/b/a/ APAC Southeast, Inc. on August 20, 2013, as the lowest responsive bid of four proposals received on the same date for the Red Padgett Road Widening and Resurfacing project.

The Board also approved award of the contract at the August 20, 2013 meeting. The County Administrator has signed and executed the associated Construction Contract and is now forwarding it to the Board for endorsement through ratification. Therefore, Staff respectfully requests that the County Commission ratify the County Administrator's signature.

Options:

- 1) Approve the contract and ratify the County Administrator's signature.
- 2) Deny the contract and state reasons for such denial.

Attachments:

Copy of Executed Contract.

(12)

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

| THIS AGREEMENT is by and between | Taylor County Board of County Commissioners | (Owner) and |
|--|--|--|
| Old Castle Southern Group, Inc. d/b/a AP | AC-Southeast, Inc. | (Contractor). |
| Owner and Contractor, in consideration of | the mutual covenants set forth herein, agree as follows: | ows: |
| ARTICLE 1 - WORK | | |
| 1.01 Contractor shall complete all Wo described as follows: | rk as specified or indicated in the Contract Docume | nts. The Work is generally |
| all labor and equipment required for the land Taylor County, Florida. This project cor 24 ft wide paved roadway. This work reclaiming the existing asphalt, and resure | 6A/356) Widening/Resurfacing Contract: The interest & South Red Padgett Road (CR 356A/356) Winsists of widening and resurfacing an existing approximately effort will include installing limerock widening reacing the roadway. The project will also include verts, signage and pavement markings, as more full | idening/Resurfacing project in eximately 18 ft wide road to a strips, overlay with OBG 1 reshaping ditches, extending |
| 2.01 The Project for which the Work described as follows: | under the Contract Documents may be the whole or | only a part is generally |
| This project is a lump sum project, with a | add/deduct items as specified on the Bid Proposal. | Annual Control |

ARTICLE 3 - ENGINEER/PROJECT ADMINISTRATION

3.01 The Project has been designed by:

Taylor County Engineering 201 East Green Street Perry, FL 32347 850.838.3500

3.02 The Project will be administered by:

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

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

ARTICLE 4 - CONTRACT TIMES

- 4.01 Time of the Essence
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 Days to Achieve Substantial Completion and Final Payment
- A. The Work will be substantially completed within 220 days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 240 days after the date when the Contract Times commence to run.
- 4.03 Liquidated Damages
- A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner an amount consistent with Section 8-10 of the FDOT Standard Specifications for each day that expires after the time specified in Paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner an amount consistent with Section 8-10 of the FDOT Standard Specifications for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.
- 4.04 Correction Period/Warranty
- A. The Correction Period specified in Paragraph 13.07 of the General Conditions is modified to require that all workmanship and materials furnished to complete this project shall be warranted for no less than a three-year period after the date of final acceptance.

ARTICLE 5 - CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A below:
 - A. For all Work other than Unit Price Work, a Lump Sum of:

Two Million Nine Hundred Thirty-Eight Thousand One Hundred Forty Dollars and Forty-Six

(\$2,938,140.46)

(words)

(numerals)

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

ARTICLE 6 - PAYMENT PROCEDURES

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

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 10th day of each month during performance of the Work as provided in Paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions:
 - a. 90% percent of Work completed (with the balance being retainage); and
 - b. 90% percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
 - 2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 90% percent of the Work completed, less such amounts as Engineer shall determine, or OWNER may withhold, in accordance with Paragraph 14.02.B.5 of the General Conditions and less <u>Ten percent (10%)</u> of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Final Payment

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

ARTICLE 7 - INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 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:
- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions.

- E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.
- F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 6, inclusive).
 - 2. Performance and Payment bond.
 - Standard General Conditions.
 - 4. Supplementary Conditions.
 - 5. Specifications as listed in the table of contents of the Project Manual.
 - Drawings consisting of <u>255</u> sheets with each sheet bearing the following general title: <u>East & South Red Padgett</u> <u>Road (CR 356A/356) Widening/Resurfacing</u> [or] the Drawings listed on attached sheet index.
 - 7. Addenda (numbers _____ to ____, inclusive).
 - 8. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 1 to 6, inclusive).
 - b. Documentation submitted by Contractor prior to Notice of Award (pages 1 to 8, inclusive).
 - Contractor's and Subcontractor's Valid Business/Contractor Licensing/Registration Information.
 - 9. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

- a. Notice to Proceed.
- b. Work Change Directives.
- c. Change Order(s).
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

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ARTICLE 10 - MISCELLANEOUS

10.01 Terms

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

10.02 Assignment of Contract

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

10.03 Successors and Assigns

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

10.04 Severability

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

10.05 Preference To State Residents

A. Chapter 2010-147, Section 50, Laws of Florida, providing for preference to residents of the State of Florida, is hereby made a part of this Contract: Each contract that is funded by state funds must contain a provision requiring the contractor to give preference to the employment of state residents in the performance of the work on the project if state residents have substantially equal qualifications to those of nonresidents. As used in this Section, the term "substantially equal qualifications" means the qualification of two or more persons among whom the employer cannot make a reasonable determination that the qualifications held by one person are better suited for the position than the qualifications held by the other person or persons.

10.05 Other Provisions

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

| IN WITNESS WHEREOF, Owner and Contractor have sign delivered to Owner and Contractor. All portions of the Cont Contractor or on their behalf. | ed this Agreement in duplicate. One counterpart each has been ract Documents have been signed or identified by Owner and |
|---|--|
| This Agreement will be effective on September Agreement). | , 2013 (which is the Effective Date of the |
| OWNER: | CONTRACTOR: |
| Taylor County Board of County Commissioners | Old Castle Southern Group, Inc. d/b/a APAC-Southeast, Inc. |
| By: Jack R. Brown MUK Josep | Ву: |
| NTPitle County Aministrator | Title: John W. Taylor, Vice President |
| [COUNTY SEAL] | [CORPORATE SEAL] |
| PACE Annie Mac Murphy annie ma murphy | Attest: Mileda H |
| OTHE Palor County Clerk of Court | Title: Melinda Lewis, Assistant Secretary |
| Address for giving notices: | Address for giving notices: |
| 108 North Jefferson St., Suite 102, Perry, FL 32347 | Old Castle Southern Group, Inc. d/b/a APAC-Southeast, Inc. |
| OR | 11482 Columbia Park DR. West, Suite 3 |
| P.O. Box 620, Perry, FL 32348 | Jacksonville, FL 32258 |
| (If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or | License No.: (Where applicable) |
| other documents authorizing execution of Owner-Contractor Agreement.) | Agent for service or process: |
| DACK R. BROWN COUNTY ADMINISTRATOR TAYLOR COUNTY, FL 201 E. GREEN ST. PERRY, FL 32347 | (If Contractor is a corporation or a partnership, attach evidence of authority to sign.) |

\$1,000,000

Supplementary Conditions

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (No. C-700, 2002 Edition) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

SC-2.02 Delete Paragraph 2.02.A in its entirety and insert the following:

A. Owner shall furnish to Contractor up to three printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

SC-4.06 Delete Paragraphs 4.06.A and 4.06.B in their entirety and insert the following:

- A. No reports on drawings related to Hazardous Environmental Conditions are known to Owner or Engineer.
- B. Not Used.

SC-5.04 Add the following new paragraph immediately after Paragraph 5.04.B:

General Aggregate

- C. The limits of liability for the insurance required by Paragraph 5.04 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:
- 1. Workers' Compensation, and related coverages under Paragraphs 5.04.A.1 and A.2 of the General Conditions:

| а. | State | Statutory |
|------------|---|-----------|
| b . | Applicable Federal (e.g., Longshoreman's) | Statutory |
| c . | Employer's Liability | \$100,000 |

2. Contractor's General Liability under Paragraphs 5.04.A.3 through A.6 of the General Conditions which shall include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor:

| u. | General Aggregate | $\varphi_1, 000, 000$ |
|------------|--|-------------------------|
| b. | Products – Completed Operations Aggregate | \$1,000,000 |
| <i>c</i> . | Personal and Advertising Injury | \$1,000,000 |
| d. | Each Occurrence (Bodily Injury and Property Damage) | \$1,000,000 |
| е. | Property Damage liability insurance will provide Explosion | n, Collapse, and Under- |
| · | ground coverages where applicable. | |
| f. | Excess or Umbrella Liability | P 25 |
| - | | |

 1) General Aggregate
 \$1,000,000

 2) Each Occurrence
 \$1,000,000

3. Automobile Liability under Paragraph 5.04.A.6 of the General Conditions:

a. Bodily Injury:

 1) Each person
 \$1,000,000

 2) Each Accident
 \$1,000,000

b. Property Damage:

1) Each Accident \$ 500,000

c. Combined Single Limit of \$1,000,000

4. The Contractual Liability coverage required by Paragraph 5.04.B.4 of the General Conditions shall provide coverage for not less than the following amounts:

a. Bodily Injury:

 1) Each Accident
 \$1,000,000

 2) Annual Aggregate
 \$1,000,000

b. Property Damage:

 1) Each Accident
 \$1,000,000

 2) Annual Aggregate
 \$1,000,000

5.04.B.1. Additional Insureds:

Taylor County Board of County Commissioners

SC-6.06 Add a new paragraph immediately after Paragraph 6.06.G:

H. The Contractor shall not award work valued at more than fifty (50%) percent of the Contract Price to Subcontractor(s), without prior written approval of the Owner.

SC-6.10 Add a new paragraph immediately after Paragraph 6.10.A:

- B. Owner is exempt from payment of sales and compensating use taxes of the State of Florida and of cities and counties thereof on all materials to be incorporated into the Work which are Direct Purchased by Owner.
 - 1. Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of Direct Purchased supplies and materials to be incorporated into the Work.
 - 2. Owner's exemption does not apply to supplies, materials, or construction tools, machinery, equipment, or other property purchased by or leased by Contractor, or to supplies or materials not incorporated into the Work.

SC-6.13

Permits secured from the County, City, Florida Department of Transportation, Florida Department of Health, Suwannee River Water Management District, Army Corp of Engineers or the Florida Department of Environmental Protection and specific requirements shall be strictly adhered to, including all requirements for the protection of wetlands and Manatees, if applicable.

SC-9.03.A. Add the following language at the end of paragraph 9.03.A:

- 1. The County will provide Project Representative services for this project. All work performed for this project shall be inspected by an authorized representative of the Board of County Commissioners of Taylor County on a five day, 8:00 a.m. ~ 5:00 p.m., Monday through Friday work week, excluding County-designated holidays. If weekend work becomes necessary, it must be authorized by the County's representative at least three days prior to scheduling of such work.
 - a. The authorized representative shall be given no less than 24 hours prior notice of the expected time and date of pertinent aspects of this project to include, but not be limited to, concrete pours, material deliveries, lane closures etc.
 - b. The following individuals, in the listed order, will be the responsible agent(s) for the County:

Jack R. Brown, County Administrator Andy McLeod, Public Works Division Director Kenneth Dudley, County Engineer Brent Burford, Engineer

SC-14.02.A.3 Add the following language at the end of paragraph 14.02.A.3:

No payments will be made that would deplete the retainage, place in escrow any funds that are required for retainage, or invest the retainage for the benefit of the Contractor.

SC-14.02.C.1. Delete Paragraph 14.02.C.1 in its entirety and insert the following in its place:

1. The Application for Payment with Engineer's recommendations will be presented to the County for consideration. If the County finds the Application for Payment acceptable, the recommended amount less any reduction under the provisions of Paragraph 14.02.D will become due thirty days after the Application for Payment is presented to the County, and the County will make payment to the Contractor.

SC-16

The venue for all disputes shall be Taylor County, Florida.

SUPPLEMENTAL SPECIFICATIONS

- 1. The Taylor County Board of County Commissioners is improving East & South Red Padgett Road (CR 356A/356) under the terms of an FDOT SCRAP/SCOP Agreement. Such improvements include widening and resurfacing an existing approximately 18 ft wide road to a 24 ft wide paved roadway by installing limerock widening strips, overlay with OBG 1, reclaiming the existing asphalt, and resurfacing the roadway, reshaping ditches, extending, removing, and installing stormwater culverts, signage and pavement markings, as more fully detailed in the project plans and specifications. All work shall be completed in accordance with "Florida Department of Transportation (FDOT) Roadway and Traffic Design Standards", latest edition or "FDOT Standard Specifications for Road and Bridge Construction", latest edition and as amended by these specifications or plans.
- 2. FDOT MODIFICATIONS When "FDOT Roadway and Traffic Design Standards" or "FDOT Standard Specifications for Road and Bridge Construction" refers to FDOT, Engineer, Department, Inspector, these items shall refer to Taylor County Engineer or authorized representative. When "FDOT Roadway and Traffic Design Standards" or "FDOT Standard Specifications for Road and Bridge Construction" refers to Laboratory this item refers to an independent properly licensed testing lab selected by Contractor with approval of County and fully compensated by Contractor.
- FDOT SPECIFICATIONS When the specifications refer to the State of Florida or
 officials of the State it shall be interpreted as the County Commissioners or their
 authorized representative.
- 4. WARRANTY The Correction Period specified in Paragraph 13.07 of the General Conditions is modified to require that all workmanship and materials furnished to complete this project shall be warranted for no less than a three-year period after the date of final acceptance. The Performance Bond for this project may be reduced to 75% of the contract amount after completion of the first year of warranty and then further reduced to 50% for the final year.
- 5. All materials used shall meet all requirements of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition and methods of construction shall meet all requirements of the Florida Department of Transportation Roadway and Traffic Design Standards, latest edition. Materials testing for this project shall be performed by an independent properly licensed testing lab selected by the Contractor with approval of the County and compensated by the Contractor. Results of required testing shall be forwarded and approved prior to covering work and prior to acceptance for payment.
- 6. The Contractor shall be responsible for establishing all lines and grades together with all reference points as required by the various trades for all work under this Contract. All required layout shall be done using competent and experienced personnel under the supervision of a Land Surveyor registered in the State of Florida at the Contractor's expense. Control points established by the Owner and disturbed by the Contractor will be replaced by the Contractor at his expense. Survey monuments or markers which will be removed by construction shall be properly referenced to the right-of-way line prior to

- removal. Reference documentation shall be provided to the County upon project completion.
- Once each phase of this project begins, the Contractor shall maintain asphalt application efforts at one location at a time. Taylor County shall provide one (1) authorized representative to be on site during asphalt application. All material tickets shall be presented to this representative at time of delivery and indicate required information (FDOT #, Tonnage, Temp, etc.).
- 8. Material Testing and Sampling shall be completed as required by the FDOT Standard Specifications, these Supplemental Specifications and the Construction Plans. Additional random material samples shall be collected and tests run at the discretion of Taylor County's authorized representative as part of the mandatory testing requirements.
- 9. Unless otherwise authorized, regulate paving machine speed to no more than 70 feet-perminute to obtain smooth, continuous surface free of pulls and tears in asphalt-paving mat.
- 10. Offset longitudinal joints in successive asphalt courses a minimum of 4 inches. Offset lateral joints in asphalt courses a minimum of 24 inches.
- 11. LIMEROCK BASE: There shall be no adjustment or extra payment for additional thickness of base material.
- 12. PRIME COAT: A prime coat shall be applied to the finished base course prior to the application of asphalt courses at the rate of 0.10 gallon per square yard per asphalt course application. Use of EPR-1 will be permitted as a Prime Coat with submission of a FDOT pretest certification and when diluted at no less than a 3:1 water ratio and applied at 0.2~0.25 gal/sy. Prime coat must be allowed to cure a minimum of 24 hours before paving commences. Primed areas open to traffic shall be protected by an approved cover.
- 13. SEEDING & MULCHING {Performance Turf}: Permanent seed shall be (Bermuda or Argentina Bahia @ 80 lb/acre), temporary seed (Rye {October ~ March} or Brown Top Millet {April ~ September} @ 20 lb/acre) mixture and placement. Seed shall comply with Section 981 and be placed consistent with Section 570, FDOT Specifications, latest edition.
- 14. SODDING {Performance Turf (SOD)}: Roadway Sod shall be rolled Bermuda or Centipede. Remaining areas may be pallet sod. Sod shall comply with Section 981 and be placed consistent with Section 570, FDOT Specifications, latest edition.
- 15. Unless noted otherwise, roadway improvements shall include providing & installing OM2V at each approach side of all cross-drains throughout the projects limits.
- 16. Unless noted otherwise, all D3 Street name signage shall use a 9 inch high sign with 6 inch uppercase and 4 inch lower case lettering. Public Street names shall be placed on a green sign with white lettering and border. Private Streets shall use a blue background sign with white lettering and border.
- 17. CONCRETE: Unless noted otherwise, all concrete shall use one of the curing materials consistent with Section 925, FDOT Specifications, latest edition.

BID FORM

East & South Red Padgett Road (CR 356A/356) Widening/Resurfacing

2008-004-ENG

| | TABLE OF ARTICLES |
|--------|---|
| Articl | € Article No. |
| ARTIC | CLE 1 – BID RECIPIENT |
| ARTIC | CLE 2 – BIDDER'S ACKNOWLEDGEMENTS |
| ARTIC | CLE 3 – BIDDER'S REPRESENTATIONS |
| ARTIC | CLE 4 - FURTHER REPRESENTATIONS2 |
| ARTIC | CLE 5 – BASIS OF BID |
| ARTIC | CLE 6 – TIME OF COMPLETION |
| | CLE 7 – ATTACHMENTS TO THIS BID |
| ARTIC | CLE 8 - DEFINED TERMS 4 |
| ARTIC | CLE 9 – BID SUBMITTAL 4 |
| ART | ICLE I – BID RECIPIENT |
| 1.01 | This Bid is submitted to: |
| · . | Taylor County Board of County Commissioners |
| | Clerk of Court |
| | 1ª Floor Courthouse, Suite 102 |
| | 108 North Jefferson St. |
| | Perry, Florida 32347 |
| | |
| 1.02 | The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents. |
| | |
| ART | ICLE 2 – BIDDER'S ACKNOWLEDGEMENTS |
| 2.01 | Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation thos dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner. |

ARTICLE 3 - BIDDER'S REPRESENTATIONS

- In submitting this Bid, Bidder represents that:
 - A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

| Addendum No. | Addendum Date | |
|--------------|---|--|
| | | |
| | C C-410 Suggested Bid Form for Construction Contracts ational Society of Professional Engineers for EJCDC. All rights reserved. 00410 - 1 | |

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in SC-4.02, and (2) reports and drawings of Hazardous Environmental Conditions that have been identified in SC-4.06.
- E. Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or configuous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.
- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- K. Bidder will submit written evidence of its authority to do business in the state where the Project is located not later than the date of its execution of the Agreement.

ARTICLE 4 - FURTHER REPRESENTATIONS

- 4.01 Bidder further represents that:
 - this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity
 and is not submitted in conformity with any agreement or rules of any group, association, organization
 or corporation;
 - B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham
 Bid;
 - Bidder has not solicited or induced any individual or entity to refrain from bidding; and

 Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

ARTICLE 5 - BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Total Lump Sum Bid Price Two Milkin Nine Hundred thirty \$2,938, 140.46

Eight Thousand (words) hundred forty (numerals)

dollars and forty six cents

Any and all specified cash allowances are included in the price(s) set forth above and have been computed in accordance with Paragraph 11.02 of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

Bidder also acknowledges that the award of this project or any portion thereof will be contingent upon the availability of funds. If funding is not available to award the project in its entirety, the Board of County Commissioners reserves the right to award portions thereof so as to remain within available funding. Such partial award will not relieve the Bidder from complying with the full requirements of the awarded portions as more specifically detailed within these specifications.

ARTICLE 6 - TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07.B of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of faiture to complete the Work within the Contract Times.

ARTICLE 7 - ATTACHMENTS TO THIS BID

- 7.01 The following documents are attached to and made a condition of this Bid:
 - A. Required Bid security in the form of Bid Bond
 - B. Certificate of Liability Insurance or Agency Statement
 - C. Declaration Page form Workers' Compensation Insurance or Exemption Issued by the State of Florida
 - D. Workers' Compensation Hold Harmless Agreement (Required when submitting a W.C. exemption)
 - E. List of Proposed Subcontractors and portion of work provided (Include: Scope of proposed Work, Value of work, % of total)
 - F. List of Proposed Suppliers (Include: List of proposed supplies, Value of supplies, % of total)
 - G. List of Project References

- H. Required Bidder Qualification Statement with Supporting Data
- Public Entity Crimes Affidavit, signed and notarized, as required by Chapter 287.133(3)(a), F.S.
- J. Affidavit of Non-Collusion

ARTICLE 8 - DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

| ARTIC | LE 9 – BID SUBMITTAL | |
|----------|--|-------------|
| 9.01 | This Bid submitted by: | |
| If Bidde | er is: | |
| An Indi | <u>ivídual</u> | |
| | Name (typed or printed): | |
| | | |
| | By:(Individual's signature) | (SEAL) |
| | | |
| | Doing business as: | • |
| A Partn | <u>nership</u> | |
| | Partnership Name: | (SEAL) |
| | Ву: | |
| | (Signature of general partner - attach evidence of authority to sign) | - |
| | Name (typed or printed): | |
| A Co | | • |
| A COIL | Oldcastle Southern Group, Inc. | |
| | Corporation Name: d/b/a APAC-Southeast, Inc. | _(SEAL) |
| | State of Incorporation: Georgia | |
| | Type (General Business, Professional Service, Limited Liability): General Bu | siness |
| | Ву: | |
| | Signature attach evidence of authority to sign) | - |
| | Name (typed or printed): John W. Taylor | ~ |
| | Title: Vice President (CORF | ORATE SEAL) |
| | Attest Melinda Lewis, Assr. Secretary | |
| | Date of Authorization to do business in <u>FLORIDA</u> is 6 / 9 / 1980. | |
| | EJCDC C-410 Suggested Bid Form for Construction Contracts Copyright © 2002 National Society of Professional Engineers for EJCDC. All rights reserved | ı. |

90418 - 4

| Name of Joint Venture: | |
|--|------------------------------------|
| First Joint Venturer Name: | (SEAL) |
| By:(Signature of first joint venture partner attach evidence of authority | |
| (Signature of first joint venture partner attach evidence of authority | to sign) |
| Name (typed or printed): | |
| Title: | |
| Second Joint Venturer Name: | (SEAL) |
| | |
| Ву: | |
| By:(Signature of second joint venture partner attach evidence of author | ity to sign) |
| | |
| (Signature of second joint venture partner attach evidence of author Name (typed or printed): Title: | |
| Name (typed or printed): | vidual, partners icated above.) |
| Name (typed or printed): Title: (Each joint venturer must sign. The manner of signing for each indicorporation that is a party to the joint venture should be in the manner ind Bidder's Business Address 11482 Columbia Park Dr. W. Suite 3 | vidual, partners icated above.) |
| Name (typed or printed): Title: (Each joint venturer must sign. The manner of signing for each indicorporation that is a party to the joint venture should be in the manner indicated. | vidual, partners icated above.) |
| Name (typed or printed): Title: (Each joint venturer must sign. The manner of signing for each indicorporation that is a party to the joint venture should be in the manner ind Bidder's Business Address 11482 Columbia Park Dr. W. Suite 3 Jacksonville, FL 32258 | vidual, partners icated above.) |

SWORN STATEMENT UNDER SECTION 287.133(3)(2), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

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

| IHC | ORIZED TO ADMINISTER OATHS. |
|-----|---|
| 1. | This sworn statement is submitted with Bid, Proposal or Contract No. 2008-004-ENG |
| | for East & South Red Padgett Road (CR 356A/356) Widening/Resurfacing |
| 2. | This sworn statement is submitted by <u>Oldcaerle Southern Group. Inc.</u> d/b/a APAC-Southeast, Inc. (Name of entity submitting sworn statement) |
| | Whose business address is 11482 Columbia Park Dr. W. Suite 3, Jacksonville, FL |
| | 32258 and |
| | (if applicable) its Federal Employer Identification Number (FEIN) is 58-1401468 (if the entity has no FEIN, include the Social Security Number of the individual signing this sworn |
| | statement: |
| 3. | My name is John M. Taylor and my relationship to the entity |
| | name above is Vice President |
| 4. | l understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation. |
| 5. | I understand that "convicted" or "conviction" as defined in Paragraph 287-133(1)(b), Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury verdict, nonjury trial, or entry of a plea of guilty or not contendere. |
| 6. | 1 understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means: a. A predecessor or successor of a person convicted of a public entity crime: or b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers directors, executives, partners, shareholders, employees, members, and agents who are in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fail |

7. I understand that a "person" as defined in Paragraph 287.133(1)(g)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The

an affiliate.

market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered

| | term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity. |
|-------------|---|
| 8. | Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies) |
| <u> </u> | Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, nor affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. |
| | The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, share holders, employees, members, or agents who are active in management of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 AND (Please indicate which additional statement applies.) |
| | There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order). |
| - | The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing office of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.) The person or affiliate has not been placed on the convicted vendor list. (Please describe any |
| · | action taken by or pending with the Department of General Services.) |
| \subseteq | 8-16-13 |
| - | (Signature) (Date) |
| STATE | OF Florida |
| COUN | TY OF Duval |
| PERSO | NALLY APPEARED BEFORE ME, the undersigned authority, John W. Taylor |
| who, af | (Name of individual signing) ther first being sworn by me, affixed his/her signature in the space provided above on this 12th day |
| of Au | Mulia De: |
| My cor | nmission expires: 8/10/14 |

Type of Identification Produced

NON-COLLUSION AFFIDAVIT

| (ST | ATE OF FLORIDA, COUNTY OF TAX | /LOR) |
|------------------|---|--|
| Jo | ohn W. Taylor | being first duly sworn, deposes and says that: |
| (1) | Oldcastle Southern Group, Inc. | of ther, Officer, Representative or Agent) the Bidder that has submitted the attached Bid; |
| (2) | d/b/a APAC-Southeast, Inc. He/She/They is/are fully informed repertinent circumstances respecting such | specting the preparation and contents of the attached Bid and of all a Bid; |
| (3) | Such Bid is genuine and is not a collusi | ive or sham Bid; |
| (4) | interest, including this affiant, have in with any other Bidder, firm, or person the attached Bid has been submitted; or manner, directly or indirectly, sought Bidder, firm, or person to fix any over any overhead, profit, or cost elements. | officers, partners, owners, agents, representatives, employees or parties in any way colluded, conspired, connived or agreed, directly or indirectly to submit a collusive or sham Bid in connection with the Work for which or to refrain from Bidding in connection with such Work; or have in any by agreement or collusion, or communication, or conference with any head, profit, or cost elements of the Bid or of any other Bidder, or to fix of the Bid Price or the Bid Price of any other Bidder, or to secure through, or unlawful agreement any advantage against (Recipient), or any person |
| (5) | conspiracy, connivance, or unlawful | ttached Bid are fair and proper and are not tainted by any collusion agreement on the part of the BIDDER or any other of its agents parties of interest, including this affiant. |
| Sig | Witness | Signature John w. Taylor, Vice President Print Name and Title |
| On per not | ATE OF FLORIDA, (COUNTY OF TA this the 16th day of August sonally appeared (Name(s) ary) John W. Taylor n-Collusion, and he/she/they acknowledge th | , 2013, before me, the undersigned Notary Public of the State of Florids of individual(s) who appeared before and whose name(s) is/are subscribed to the within Affidavit of |
| W | TNESS my hand and official seal. | Notary Public, State of Florida |
| SE | OTARY PUBLIC: AL OF OFFICE: **Blinda Lewis** | MELINDA LEWIS MY COMMISSION # DD 981094 EXPIRES: August 10, 2014 Bonded Thru Notary Public Underwriters |
| (N | ame of Notary Public: Print, Stamp or ty | ype as commissioned). |
| x | | Did take an oath, or |
| | Personal identification: | XDid Not take an oath. |



Florida Department of Transportation

RICK SCOTT GOVERNOR

605 Suwannee Street Tallahassee, FL 32399-0450 ANANTH PRASAD, P.E. SECRETARY

May 15, 2013

OLDCASTLE SOUTHERN GROUP, INC. D/B/A APAC-SOUTHEAST, INC. 1451 MYRTLE ST SARASOTA FL 34234

RE: CERTIFICATE OF QUALIFICATION

Dear Sir/Madam:

The Department of Transportation has qualified your company for the type of work indicated below. Unless your company is notified otherwise, this Certificate of Qualification will expire 6/29/2014. However, the new application is due 4/29/2014.

In accordance with 8.337.14 (1) F.S. your next application <u>must be filed</u> within (4) months of the ending date of the applicant's audited annual financial statements and, if applicable, the audited interim financial statements. Section 337.14 (4) F.S. provides that your certificate will be valid for 18 months after your financial statement date. This gives a two month period to allow you to bid on jobs as we process your new application for qualification. To remain qualified with the Department, a new application must be submitted subsequent to any significant change in the financial position or the structure of your firm as described in Section 14-22.005(3), Florida Administrative Code.

Your company's maximum capacity rating has been established based on

X Audited

Reviewed financial statements. To access it, please log into
the Contractor Prequalification Application System via the following link:
https://www3.dot.state.fl.us/ContractorPreQualification/

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

FDOT APPROVED WORK CLASSES:

DEBRIS REMOVAL (EMERGENCY), DRAINAGE, FENCING, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, GUARDRAIL, HOT PLANT-MIXED BITUM. COURSES, INTERMEDIATE BRIDGES, MINOR BRIDGES, PORTLAND CEMENT CONCRETE ROADWAY PAVING, ROADWAY SIGNING

FDOT APPROVED SPECIALITY CLASSES OF WORK:

MILLING, REHABILITATION OF CONCRETE PAVEMENT, CONCRETE SLAB REPLACEMENT, SIDEWALKS, CURB AND GUTTER, DRIVEWAYS, REINFORECED EARTH WALLS, SLIP FORM BARRIER WALL, TRAFFIC SEPARATORS, ATTENUATORS UNDERGROUND UTILITIES, WATER, SEWER, FORCE MAIN, LIFT STATION, LEACHATE AND GAS PIPING.

OLDCASTLE SOUTHERN GROUP, INC. D/B/A APAC-SOUTHEAST, INC. May 15, 2013
Page two

You may apply, in writing, for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code. Please be advised if certification in additional classes of work is desired, documentation is needed to show that your company has done such work with your own forces and equipment or that experience was gained with another contractor and that you have the necessary equipment for each additional class of work requested.

Sincerely,

Quanta more

Juanita Moore, Manager Contracts Administration Office

JM: ch

Certificate of Insurance

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON YOU THE CERTIFICATE HOLDER. THIS CERTIFICATE IS NOT AN INSURANCE POLICY AND DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW. POLICY LIMITS ARE NO LESS THAN THOSE LISTED, ALTHOUGH POLICIES MAY INCLUDE ADDITIONAL SUBLIMITATIONS NOT LISTED BELOW.

This is to Certify that

Oldcastle Southern Group Inc DBA APAC Southeast Inc PO Box 24728

NAME AND ADDRESS OF INSURED

Jacksonville

FL 32241

is, at the issue date of this certificate, insured by the Company under the policy(les) listed below. The insurance afforded by the listed policy(les) is subject to all their terms, exclusions and

| TYPE OF POLICY | EXP DATE CONTINUOUS EXTENDED POLICY TERM | POLICY NUMBER | LIMIT OF LIABILITY | | |
|--|--|--|--|---|--|
| WORKERS COMPENSATION | 9/1/2013 | WA7-C8D-004095-022 WC7-C81-004095-012 | COVERAGE AFFORDED UNDER WC LAW OF THE FOLLOWING STATES: ALL STATES EXCLUDING MONOPOLISTICS STATES AND NY | EMPLOYERS LIABILITY Bodily Injury by Accident \$1,000,000 Each Accident Bodily Injury By Disease \$1,000,000 Policy Lian Bodily Injury By Disease \$1,000,000 Each Perso | |
| COMMERCIAL GENERAL LIABILITY Coccurrence Claims made | 9/1/2013 | TB2-C81-004095-112 | Products / Completed Operations Aggregat \$2, Each Occurrence \$2. Personal & Advertising Injury \$2, | 000,000 | |
| AUTOMOBILE LIABILITY OWNED INON-OWNED HIRED | 9/1/2013 | AS2-C81-004095-122 | \$2,000,0 | Each Accident—Single Limit 300 B.1. And P.D., Combined Each Person Each Accident or Occurrence Each Accident or Occurrence | |
| EVIDENCE OF COVERAGE | | | Auto: Comp Ded \$10,000/Coll De | ed \$10,000 | |
| ADDITIONAL COMMENTS Taylor Co. BOCC is its | ted as additional | insured. | | | |

If the certificate expiration date is continuous or extended term, you will be notified if coverage is terminated or reduced before the certificate expiration date.

NOTICE OF CANCELLATION: (NOT APPLICABLE UNLESS A NUMBER OF DAYS IS ENTERED BELOW.)
BEFORE THE STATED EXPIRATION DATE THE COMPANY WILL NOT CANCEL OR REDUCE THE
INSURANCE AFFORDED UNDER THE ABOVE POLICIES UNTIL AT LEAST 30 DAYS NOTICE
OF SUCH CANCELLATION HAS BEEN MAILED TO:

Liberty Matual Insurance Group

Taylor Co. BOCC

Judith Balazentis AUTHORIZED REPRESENTATIVE

108 N. Jefferson St. Perry

FL

Pittsburgh / 0387 12 Federal Street, Ste. 310 Pittsburgh OFFICE

412-231-1331

9/4/2012

32347

PA 15212-5706 PHONE DATE ISSUED

ISSUING OFFICE 031 INFORMATION PAGE



Workers Compensation and Employers Liability Policy SUBJECT TO DEDUCTIBLE

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| POLICY | NO. | | 1 | TD/CD | | SA | LES OFF | ICE | | CODE | SA | LES | REPR | ESENT | ATIVE | CODE | NÆ | 15' YEAR |
| NAT-CR | D-004095-021 | | | | | W/ | YNE, PA | | | 300 | M | AHEF | l | | | 8781 | 2 | 1996 |
| Item 1. Name of Insured Endors Address 375 Northridge Road, S Atlanta, GA 30350-326 | | | per seme Suite | er ement 1 Guite 350 | | | | | FEIN 953298140 RISK ID 910786172 | | | | | | | | | |
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| Item 2. | Policy Period | | | Day 9 | | 1 | MO 2011 stander | | to at the | Oay 9 address | | Year 1 2 man | 201 red_inst | | ated here | ekry. | | |
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WA7-C8D-004095-020

Oldcastle Southern Group, Inc. d/b/a APAC-Southeast, Inc.

| | | Value of | |
|--------------------------|---------------|------------|------------|
| Proposed Subcontractors | Scope of Work | Work | % of Total |
| Acme Barricades LLC | MOT | 40,000.00 | 1.4% |
| Suwannee Valley Grassing | Sod | 70,069.87 | 2.4% |
| Jenkins Painting | Stripping | 44,722.94 | 1.5% |
| | | Value of | |
| Proposed Suppliers | Scope of Work | Work | % of Total |
| Martin Marietta | Limerock | 379,127.00 | 8.5% |

ACTION IN LIEU OF MEETING OF THE DIRECTORS OF OLDCASTLE SOUTHERN GROUP, INC.

Effective Date: August 1, 2012

The undersigned, being all of the members of the Board of Directors of Oldcastle Southern Group, Inc., a Georgia corporation (the "Corporation"), do hereby, pursuant to §14-2-821 of the Georgia Business Corporate Code, give this written consent (a) to the dispensation of an annual meeting of the Board of Directors of the Corporation, and (b) to the taking of the following actions, such actions to have the same force and effect had a meeting been duly called and held:

L ELECTION OF OFFICERS

RESOLVED, that effective August 1, 2012 all previous elections of officers are terminated, and the following persons be and hereby are elected to serve as officers of the Corporation in the capacities set forth opposite their respective names until such time as their successors shall be elected and qualified:

| Robert F. Duke | President |
|-------------------|--|
| Gregory P. Baier | Vice President/Asst. Secretary |
| Darryl W. Fales | Vice President/Asst. Secretary |
| Nat Fisher | Vice President/Asst. Secretary |
| John R. Hooper | Vice President/Asst. Secretary |
| Kenneth C. Laing | Vice President/Asst. Secretary |
| Mark S. Marine | Vice President/Asst. Secretary |
| Robert B. Royal | Vice President/Asst. Secretary |
| John W. Taylor | Vice President/Asst. Secretary |
| Gary Yelvington | Vice President/Asst. Secretary |
| William B. Miller | Admn. Vice President/Assistant Secretary |
| Charles Brown | Secretary/Treasurer |

FURTHER RESOLVED, that the appropriate officers of the Corporation be and each of them hereby is authorized to execute and deliver such agreements, contracts, documents, certificates and other instruments, under the seal of the Corporation if required, for the purpose of conducting the Corporation's business, including without limitation selling products and securing construction work, and to take such other action, as they may deem necessary, advisable, convenient or appropriate to carry out and fully perform duties incident to the office or offices so appointed, and such other duties as may be prescribed by the Board of Directors from time to time;

FURTHER RESOLVED, that the following persons are hereby designated officers solely for the purpose of attesting signatures of other officers on behalf of the Corporation, and for executing and attesting various corporate documents, tax returns, affidavits, and similar such instruments as may be necessary from time to time:

| Alan Monaghan | Asst. Secretary/ | Melinda Lewis | Assistant Secretary |
|--------------------|---------------------|-----------------------|---------------------|
| - | Asst. Treasurer | Linda Moore | Assistant Secretary |
| Tamara A. Albright | Assistant Secretary | Michael G. O'Driscoll | Assistant Secretary |
| Michael Deaton | Assistant Secretary | Grant G. Peterson | Assistant Secretary |
| M. Craig Hall | Assistant Secretary | Marizabed Perez | Assistant Secretary |
| Gary P. Hickman | Assistant Secretary | Cheri Ray | Assistant Secretary |
| Rick Jarvis | Assistant Secretary | Pamela M. Sahr | Assistant Secretary |
| G. Michael Johnson | Assistant Secretary | Vivian Singh | Assistant Secretary |
| Cheryl J. Kitzis | Assistant Secretary | Carl J. Thompson | Assistant Secretary |
| Jean Kraycik | Assistant Secretary | David M. Toolan | Assistant Secretary |
| • | • | Ashley Turner | Assistant Secretary |

II. APPOINTMENT OF AUTHORIZED EMPLOYEES

RESOLVED, that effective August 1, 2012 all previous appointments of Authorized Employees are terminated, and the following persons be and each of them hereby is appointed to serve as an Authorized Employee of the Corporation, which persons shall be authorized to execute and deliver such agreements, contracts, documents, certificates and other instruments, under the seal of the Corporation if required, for the purpose of conducting the Corporation's business, including without limitation selling products and securing construction work:

Jeffrey R. Andrews John S. Bramonte Sara Brewer Jeffrey B. Butt David Cerniglia David Church Joseph F. Donaruma David A. Donofrio Jennifer K. Edwards Jerry F. Fletcher Lamar Forsyth Ted Kaler Angelia McElroy Frank Milton Jeremy Minnillo Joseph S. Monticco W. Charles Molloy

Brian Morton
William R. Nowak
Todd M. Pfeiffer
John Rauschenback
Carmen Sutton
James Swedenburg
Kenneth W. Sweet
Sylvia Rogers
Patrick Weaver
Lora Wissing

FURTHER RESOLVED, that the President of the Corporation may, from time to time, without further action by the Board of Directors, appoint other persons to serve as authorized employees, or remove any individuals from this capacity, and to direct those appointed to take such action, as he may deem necessary, advisable, convenient or appropriate to carry out and fully perform the duties incident to the office of President.

III. REMOVALS

FURTHER RESOLVED. that any current officers or Authorized Employees of the Corporation not elected in the foregoing resolution are hereby removed;

IV. AUTHORIZATION OF TRADE NAMES

RESOLVED, that the activities and operations of the Corporation may be carried on in any of the following manners or styles as may from time-to-time be deemed necessary or appropriate:

APAC-Southeast, Inc.
Conrad Yelvington Distributors, Inc.
Preferred Materials, Inc.
Oldcastle Southern Group, Inc.

FURTHER RESOLVED, that the President of the Corporation may, from time to time, without further action by the Board of Directors, authorize the use of additional trade names, and to deem unauthorized any trade name previously authorized, as he may deem necessary, advisable, convenient or appropriate to carry out and fully perform the duties incident to the office of President;

V. MISCELANEOUS

FURTHER RESOLVED, that all actions previously taken by any officer or authorized employee of the Corporation appointed hereunder in his/her capacity as such officer or authorized employee be, and each of them hereby is, adopted, ratified, confirmed and approved in all respects as the authorized acts and deeds of the Corporation; and

FURTHER RESOLVED, that this resolution can be executed in multiple counterparts and that each counterpart taken together shall constitute a complete and duly executed original hereof, and that a facsimile or other copy of this resolution shall be legal and binding the same as an executed original hereof.

FURTHER RESOLVED, that this Consent, after execution by the Directors of the Corporation, be filed in appropriate order in the minute book of the Corporation.

IN WITNESS WHEREOF, the undersigned constituting all of the members of the Board of Directors of the Corporation have hereunto set their hands this 3rd day of October, 2012, effective as of the date first set forth above.

ohn J. Kepting

Robert F. Duke

V. MISCELANEOUS

FURTHER RESOLVED, that all actions previously taken by any officer or authorized employee of the Corporation appointed hereunder in his/her capacity as such officer or authorized employee be, and each of them hereby is, adopted, ratified, confirmed and approved in all respects as the authorized acts and deeds of the Corporation; and

FURTHER RESOLVED, that this resolution can be executed in multiple counterparts and that each counterpart taken together shall constitute a complete and duly executed original hereof, and that a facsimile or other copy of this resolution shall be legal and binding the same as an executed original hereof.

FURTHER RESOLVED, that this Consent, after execution by the Directors of the Corporation, be filed in appropriate order in the minute book of the Corporation.

IN WITNESS WHEREOF, the undersigned constituting all of the members of the Board of Directors of the Corporation have hereunto set their hands this 3rd day of October, 2012, effective as of the date first set forth above.

John J. Keating

Robert F. Duke

2008-004-ENG

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address): OLDCASTLE SOUTHERN GROUP, INC. DBA APAC - SOUTHEAST, INC. 11482 COLUMBIA PARK DR. W., SUITE 3, JACKSONVILLE, FL 32258

SURETY (Name and Address of Principal Place of Business): FEDERAL INSURANCE COMPANY 15 MOUNTAIN VIEW RD.

WARREN, NJ 07059

OWNER (Name and Address): TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS 108 NORTH JEFFERSON ST. **PERRY FL, 32347**

CONTRACT

Date:

Amount:\$2,938,140.46

Description (Name and Location): East & South Red Padgett Road (CR 356A/356) Widening/Resurfacing Contract: The intent of this contract is to secure all labor and equipment required for the East & South Red Padgett Road (CR 356A/356) Widening/Resurfacing project in Taylor County, Florida. This project consists of widening and resurfacing an existing approximately 18 ft wide road to a 24 ft wide paved roadway. This work effort will include installing limerock widening strips, overlay with OBG 1, reclaiming the existing asphalt, and resurfacing the roadway. The project will also include reshaping ditches, extending, removing, and installing stormwater culverts, signage and pavement markings, as more fully detailed in the project plans and specifications.

BOND

Bond Number: 8233-03-91

Date (Not earlier than Contract Date): AUGUST 27, 2013

Amount \$2,938,140.46

Modifications to this Bond Form: NONE

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

| CONTRACTOR AS PRINCIPAL Company: Oldcastle Southern Group, Inc. DBA | SURETY | |
|--|--|--------|
| APAC - SOUTHEAST, INC. (Seal) | FEDERAL INSURANCE COMPANY | (Seal) |
| Name and Title: Ophn W. Taylor, Vice President | entety's Name and Corporate Seal | |
| | By: FAMAL | |
| | Signature and Title JESSICA ARNOLD ATTORNEY-IN-FACT (Attach Power of Aptorney) | |
| (Space is provided below for signatures of additional parties, if required.) | Attest: Signature and Title EINDSEV PLATTNER, WITNESS | |
| CONTRACTOR AS PRINCIPAL Company: | SURETY | |
| Signature: (Seal) | | (Seal) |
| Name and Title: | Surety's Name and Corporate Seal | |
| | Ву: | |
| | Signature and Title | |
| | (Attach Power of Attorney) | |
| | Attest: | |
| | Signature and Title: | |
| EJCDC No. C-610 (2002 Edition) | | |

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, and the American Institute of Architects.

- 1. Contractor and Surety, jointly and severally, bind themselves, their beirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference,
- 2. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 3.1.
- 3. If there is no Owner Default, Surety's obligation under this Bond shall arise after:
 - Owner has notified Contractor and Surety, at the addresses described in Paragraph 10 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and
 - Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 3.1; and
 - 3.3. Owner has agreed to pay the Balance of the Contract Price to:
 - Surety in accordance with the terms of the Contract;
 - 2. Another contractor selected pursuant to Paragraph 4.3 to perform the Contract.
- 4. When Owner has satisfied the conditions of Paragraph 3, Surety shall promptly and at Surety's expense take one of the following actions:
 - Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
 - Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
 - Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and Contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or
 - Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
 - 1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
 - 2. Deny liability in whole or in part and notify Owner citing reasons therefor.
- 5. If Surety does not proceed as provided in Paragraph 4 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 4.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.

- 6. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surery shall not be greater than those of Owner under the Contract. To a limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:
 - 6.1. The responsibilities of Contractor for correction of defective Work and completion of the Contract;
 - Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions or failure to act of Surety under Paragraph 4; and
 - Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or nonperformance of Contractor.
- 7. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.
- 8. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.
- 9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
- 10. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.
- 11. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. Definitions.

12. Definitions.

12.1 Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for demages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.

- Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
- Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
- 12.4. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

FOR INFORMATION ONLY - Name, Address and Telephone MARSH USA RISK & INSURANCE SERVICES Surety Agency or Broker Owner's Representative (engineer or other party)

15 W. SOUTH TEMPLE, STE. 700 SALT LAKE CITY, UT 84101 801-533-3624

2008-004-ENG

PAYMENT BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OLDCASTLE SOUTHERN GROUP, INC. DBA APAC - SOUTHEAST, INC.

FEDERAL INSURANCE COMPANY

11482 COLUMBIA PARK DR. W., SUITE 3, JACKSONVILLE, FL 32258

15 MOUNTAIN VIEW RD.

OWNER (Name and Address):

WARREN, NJ 07059

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

108 NORTH JEFFERSON ST.

PERRY FL, 32347

CONTRACT

Date:

Amount: \$2,938,140.46

Description (Name and Location): East & South Red Padgett Road (CR 356A/356) Widening/Resurfacing Contract: The intent of this contract is to secure all labor and equipment required for the East & South Red Padgett Road (CR 356A/356) Widening/Resurfacing project in Taylor County, Florida. This project consists of widening and resurfacing an existing approximately 18 ft wide road to a 24 ft wide paved roadway. This work effort will include installing limerock widening strips, overlay with OBG 1, reclaiming the existing asphalt, and resurfacing the roadway. The project will also include reshaping ditches, extending, removing, and installing stormwater culverts, signage and pavement markings, as more fully detailed in the project plans and specifications.

BOND

Bond Number: 8233-03-91

Date (Not earlier than Contract Date): AUGUST 27, 2013

Amount; \$2,938,140.46

Modifications to this Bond Form: PARAGRAPH 6 IS DELETED IN ITS ENTIRETY AND REPLACED WITH "RESERVED"

urety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

| CONTRACTOR AS PRINCIPAL Company: OLDCASTLE SOUTHERN GROUP, INC. | SURETY | |
|---|---|-----------|
| Signature: (Seal) | FEDERAL INSURANCE COMPANY | (Seal) |
| Name and Title: John W. Taylor, Vice Presider | Surety's Name and Corporate Seal | , |
| | By: Signature and Title JESSICA ARNOLD, ATTORNEY-IN-FACT | |
| (Space is provided below for signatures of additional parties, if required.) | Attest: LINDSEY PLATINER, WITNESS | |
| CONTRACTOR AS PRINCIPAL Company: | surery | |
| Signature: (Seal) | | (Seal) |
| Name and Title: | Surety's Name and Corporate Seal | (5011) |
| | By: | |
| | Signature and Title | |
| | (Attach Power of Attorney) | |
| | Attest: | |
| | Signature and Title: | |
| EJCDC No. C-615 (2002 Edition) Originally prepared through the joint efforts of the Surety Association of A | merica, Engineers Joint Contract Documents Committee, the Associate | d General |

Contractors of America, the American Institute of Architects, the American Subcontractors Association, and the Associated Specialty Contractors. 00615-1

- 1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.
- 2. With respect to Owner, this obligation shall be null and void if Contractor:
 - Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2. Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.
- With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.
- 4. Surety shall have no obligation to Claimants under this Bond until:
 - 4.1. Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the addresses described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2. Claimants who do not have a direct contract with Contractor:
 - Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
 - Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and
 - 3. Not having been paid within the above 30 days, have sent a written notice to Surety and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.
- 5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.
- 6. When a Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at Surety's expense take the following actions:
 - 6.1. Send an answer to that Claimant, with a copy to Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - 6.2. Pay or arrange for payment of any undisputed amounts.
- Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.

- 8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.
- 9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
- 10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.
- 11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
- 12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
- 13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.
- 14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. DEFINITIONS

- 15.1. Claimant: An individual, or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 15.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
- 15.3. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

FOR INFORMATION ONLY - Name, Address and Telephone Surety Agency or Broker:

Owner's Representative (engineer or other party):

MARSH USA RISK & INSURANCE SERVICES 15 W. SOUTH TEMPLE, STE. 700 SALT LAKE CITY, UT 84101 801-533-3824

SURETY ACKNOWLEDGMENT

STATE OF UTAH }
COUNTY OF SALT LAKE } SS

On this 27TH day of AUGUST, 2013, before me personally came JESSICA ARNOLD to me known, who, being by me duly sworn, did depose and say that she is an Attorney-In-Fact of <u>FEDERAL INSURANCE COMPANY</u> the corporation described in and which executed the within instrument; that she knows the corporate seal of said corporation, that the seal affixed to the within instrument is such corporate seal, and that she signed the said instrument and affixed the said seal as Attorney-In-Fact of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.

Notary Public

Notary Public
LINDSEY PLATINER
Commission Number 659659

My Commission Expires
November 30, 2016
State of Utah



Chubb Surety POWER OF ATTORNEY Federal Insurance Company Vigilant Insurance Company Pacific Indemnity Company Attn: Surety Department 15 Mountain View Road Warren, NJ 07059

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Jessica Arnold, Tina Davis, Lisa Hall and Lindsey Plattner of Salt Lake City, Utah

each as their true and lawful Attorney. In-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested

these presents and affixed their corporate seals on this 27th day of March, 2013.

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STATE OF NEW JERSEY

County of Somerset

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On this 27th day of March, 2013 before me, a Notary Public of New Jersey, personally came David J. Edwards, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said David J. Edwards, being by me duly sworn, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the signs affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By- Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., and was thereto subscribed by authority of said By- Laws and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR NOTARY PUBLIC OF NEW JERSEY No. 2316685 Commission Expires July 16, 2014

OF NEW JERSEY
16685
Tees July 16, 2014
Notary Public

CERTIFICATION

Extract from the By- Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Secretary and the seal of the Company may be efficient by tacsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretary and the seal of the Company may be efficient by the actual to any power of attorneys in Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, David J. Edwards, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

(i) the foregoing extract of the By- Laws of the Companies is true and correct,

- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is ficensed in American Samoa, Guarn, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this 27TH day of AUGUST, 2013







David J. Edwards, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656

e-mail: surety@chubb.com

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON YOU THE CERTIFICATE HOLDER. THIS CERTIFICATE IS NOT AN INSURANCE POLICY AND DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW. POLICY LIMITS ARE NO LESS THAN THOSE LISTED, ALTHOUGH POLICIES MAY INCLUDE ADDITIONAL SUBLIMIT/LIMITS NOT LISTED BELOW.

| This | is | to | Certify | that |
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Oldcastle Southern Group, Inc. d/b/a APAC-Southeast, Inc. P.O. Box 24728 Jacksonville FL 32241





is, at the issue date of this certificate, insured by the Company under the policy(ies) listed below. The insurance afforded by the listed policy(ies) is subject to all their terms, exclusions and Conditions and is not altered by any requirement, term or condition of any contract or other document with respect to which this certificate may be issued.

| TYPE OF POLICY | EXP DATE CONTINUOUS EXTENDED POLICY TERM | POLICY NUMBER | LIMIT OF LIABILITY | |
|---|--|--|--|---|
| WORKERS COMPENSATION | 9/1/2014 | WA7-C8D-004095-023 WC7-C81-004095-013 | COVERAGE AFFORDED UNDER WC LAW OF THE FOLLOWING STATES: ALL STATES EXCLUDING MONOPOLISTICS STATES AND NY | EMPLOYERS LIABILITY Bodily Injury by Accident \$1,000,000 Each Accident Bodily Injury By Disease \$1,000,000 Policy Limit Bodily Injury By Disease \$1,000,000 Each Person |
| COMMERCIAL GENERAL LIABILITY OCCURRENCE CLAIMS MADE | 9/1/2014 RETRO DATE | TB2-C81-004095-113 | Other FIRE DAMAGE \$100,000 | \$2,000,000 \$2,000,000 \$2,000,000 \$000,000 Per Person / Organization OPER PROJECT AGGREGATE |
| AUTOMOBILE LIABILITY OWNED NON-OWNED HIRED OTHER EVIDENCE OF COVERAGE | 9/1/2014 | AS2-C81-004095-123 | • **** | Medical Exp-\$5,000 Each Accident—Single Limit DOD B.f. And P.D. Combined Each Person Each Accident or Occurrence Each Accident or Occurrence d \$10,000 |
| ADDITIONAL COMMENTS Taylor Co. BOCC is listed as a | I additional insured. | | | |

[.] If the certificate expiration date is continuous or extended term, you will be notified if coverage is terminated or reduced before the certificate expiration date.

NOTICE OF CANCELLATION: (NOT APPLICABLE UNLESS A NUMBER OF DAYS IS ENTERED BELOW.) BEFORE THE STATED EXPIRATION DATE THE COMPANY WILL NOT CANCEL OR REDUCE THE INSURANCE AFFORDED UNDER THE ABOVE POLICIES UNTIL AT LEAST 30 DAYS NOTICE OF SUCH CANCELLATION HAS BEEN MAILED TO:

Liberty Mutual Insurance Group

Taylor Co. BOCC 108 N. Jefferson St. Perry FL 32347

Stanley S. Esposito, J.

Stan Esposito AUTHORIZED REPRESENTATIVE

Pittsburgh / 0387

OFFICE

12 Federal Street, Ste. 310

412-231-1331

8/26/2013

PA 15212-5706 Pittsburgh

PHONE

DATE ISSUED

SENSITIVE BUT UNCLASSIFIED

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| COMPANY ID N CITY: COMPANY NAM | | | PILOT: WEB-BP STATE: | | USER-ROLE: | |
| Company Name: | | | Company ID Number: | | Pilot: WEB-BP | |
| City: | Tampa | | State: | FL | | |
| User Name | | User Role | Phone w/ Ext | FAX | Last Date Used System | |
| Tania Hannigan | | General User | 813-384-3072 | 813-971-1113 | 08/27/2013 | |
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Oldcastle Southern Group, Inc. d/b/a APAC-Southeast, Inc.

P.O. Box 24728 Jacksonville, FL 32241 Tel: (904) 288-6300

To Whom It May Concern:

It has recently come to our attention that Florida law, specifically Chapters 489.103(1) and 337.14(9)(a), exempt Oldcastle Southern Group, Inc. d/b/a APAC-Southeast, Inc. ("APAC") from the general contractor licensing requirements requested by many Florida public agencies in their bid and contract documents. Chapter 489.103(1) exempts from the licensing requirements "contractors in work on bridges, roads, streets, highways, or railroads, and services incidental thereto." Additionally, Chapter 337.14(9)(a) creates a presumption of qualification where the contractor is prequalified by the Florida Department of Transportation.

One of our employees recently attempted to secure a General Contractor's License. His application was deemed "deficient" only because he did not have appropriate experience in four story building construction. It is evident the General Contractor's license is to ensure qualifications for vertical (building) construction. In conversations with knowledgeable individuals we have discovered that Florida law was changed some time ago to preclude the necessity for a General Contractor's license for street and highway work.

What this means for our purposes is that APAC is exempt from Florida's general contractor licensing provisions, APAC is not required to have a general contractor license in order to perform the work under this project, and APAC's FDOT prequalification (enclosed) is sufficient qualification where qualification might otherwise be required.

Please contact us at your convenience if you wish to discuss the contents of this letter.

Sincerely,

John W. Taylor Vice President



Florida Department of Transportation

RICK SCOTT GOVERNOR 605 Suwannee Street Tallahassee, FL 32399-0450 ANANTH PRASAD, P.E. SECRETARY

May 15, 2013

OLDCASTLE SOUTHERN GROUP, INC. D/B/A APAC-SOUTHEAST, INC. 1451 MYRTLE ST SARASOTA FL 34234

RE: CERTIFICATE OF QUALIFICATION

Dear Sir/Madam:

The Department of Transportation has qualified your company for the type of work indicated below. Unless your company is notified otherwise, this Certificate of Qualification will expire 6/29/2014. However, the new application is due 4/29/2014.

In accordance with \$.337.14 (1) F.S. your next application <u>must be</u> filed within (4) months of the ending date of the applicant's audited annual financial statements and, if applicable, the audited interim financial statements. Section 337.14 (4) F.S. provides that your certificate will be valid for 18 months after your financial statement date. This gives a two month period to allow you to bid on jobs as we process your new application for qualification. To remain qualified with the Department, a new application must be submitted subsequent to any significant change in the financial position or the structure of your firm as described in Section 14-22.005(3), Florida Administrative Code.

Your company's maximum capacity rating has been established based on

X Audited Reviewed financial statements. To access it, please log into the Contractor Prequalification Application System via the following link: https://www3.dot.state.fl.us/ContractorPreQualification/

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

FDOT APPROVED WORK CLASSES:

DEBRIS REMOVAL (EMERGENCY), DRAINAGE, FENCING, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, GUARDRAIL, HOT PLANT-MIXED BITUM. COURSES, INTERMEDIATE BRIDGES, MINOR BRIDGES, PORTLAND CEMENT CONCRETE ROADWAY PAVING, ROADWAY SIGNING

FDOT APPROVED SPECIALITY CLASSES OF WORK:

MILLING, REHABILITATION OF CONCRETE PAVEMENT, CONCRETE SLAB REPLACEMENT, SIDEWALKS, CURB AND GUTTER, DRIVEWAYS, REINFORECED EARTH WALLS, SLIP FORM BARRIER WALL, TRAFFIC SEPARATORS, ATTENUATORS UNDERGROUND UTILITIES, WATER, SEWER, FORCE MAIN, LIFT STATION, LEACHATE AND GAS PIPING.

OLDCASTLE SOUTHERN GROUP, INC. D/B/A APAC-SOUTHEAST, INC. May 15, 2013
Page two

You may apply, in writing, for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code. Please be advised if certification in additional classes of work is desired, documentation is needed to show that your company has done such work with your own forces and equipment or that experience was gained with another contractor and that you have the necessary equipment for each additional class of work requested.

Sincerely,

Juanita Moore, Manager

Contracts Administration Office

Quanta more

JM:cj

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

THE BOARD TO RECEIVE AN UPDATE FROM THE COUNTY ADMINISTRATOR ON THE PROPOSED RULES ISSUED BY THE U.S. DEPARTMENT OF TREASURY FOR THE IMPLEMENTATION OF THE RESTORE ACT



MEETING DATE REQUESTED: OCTOBER 7, 2013

Statement of Issue:

THE BOARD TO RECEIVE AN UPDATE

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: SEE ATTACHED.

Options:

APPROVE/NOT APPROVE

Attachments:

PRESENTATION



RESTORE ACT

PROPOSED U.S. TREASURY RULES

October 7,2013

Jack R. Brown, County Administrator

Presentation Objectives



- Provide an overview of the Rule.
- Highlight important issues or concerns based on the way the proposed Rule is written.
- Allow for comments and questions.
- Outline immediate next steps.

Comment Period

- ► On Friday, September 6, 2013, U. S. Treasury Published Proposed Rule 31 CFR Part 34 in the Federal Register for a 60 day comment period. Specific comments were requested on the following: (re: Preamble)
 - Application process.
 - U.S. Treasury's application process.
 - U.S. Treasury's proposed approach for evaluating funding requirements, particularly those elements requiring special expertise and judgment.
- ► Comments are due no later than Tuesday, November 5, 2013, via federal government portal or mail. (re: Preamble)
 - All comments are public information and will be published on the federal government portal.
 - ► No date established or available for when the "FINAL" Rule will be issued.

Proposed Rule 31 CFR Part 34 (Rule)



Implementation

• Provides guidance required by the RESTORE Act on accessing and managing funds. Establishes a "grantee-grantor" relationship.

Requirements

• Prescribes the requirements to be met to access funds. Provides terms and definitions.

Compliance

• Compliance and accountability measures to be met and maintained for receiving, spending and managing funds.

Authority

• U.S. Treasury's has sole authority to disburse, manage and oversee the funds allocated and disbursed to entities named in the RESTORE Act.

Auditing

• U.S. Treasury and U.S. Office of Inspector are authorized to audit and coordinate audits of entities receiving funds.

RESTORE Act Funding Pots

Clean Water Act Penalties Paid into Trust Fund

20% to Oil Spill Liability Trust Fund

80% to the Gulf Coast Restoration Trust Fund

POT 1
DIRECT COMPONENT
(Taylor County Pot 1)
35% equally divided among the

In Florida, the 35% is split between the 23 Gulf Counties:

Gulf States.

- 75% to the 8 disproportionately affected counties Taylor west to Escambia County by formula

- 25% to other 15 nondisproportionately affected counties from Jefferson south to Monroe County. POT 2
COUNCILSELECTED
RESTORATION
COMPONENT

30% + Interest managed by the Gulf Coast Ecosystem Restoration Council POT 3
SPILL IMPACT
COMPONENT

(Florida Gulf Consortium – 28 Counties Plus)

30% divided among the five Gulf Coast States according to a formula.

POT 4

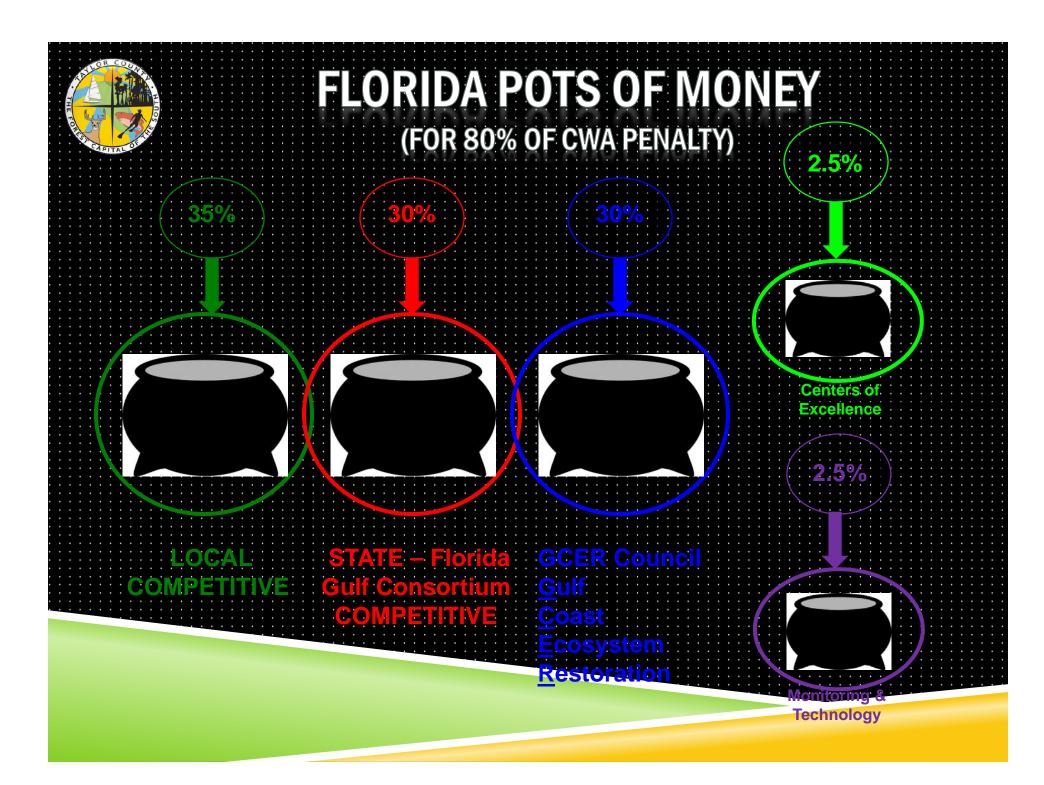
GULF COAT ECOSYSTEM RESTORATION SCIENCE PROGRAM

2.5% +
Interest
provided to
NOAA for a
monitoring,
observations,
science
technology
program.

POT 5 CENTERS OF EXCELLENCE RESEARCH GRANT

PROGRAMS

2.5% +
interest
allocated to
the Gulf
Coast States
for Centers of
Excellence



LOCAL POT - FUNDS GO DIRECTLY TO THE COUNTIES



75% of Florida's Share
 Goes to the 8
 Disproportionately
 affected counties

<u>25%</u> of Florida's Share Goes
 to <u>15 Mondisproportionately</u> Affected Counties

- Amount of Funds Per County is Based on Weighted Average based upon:
 - 1. Shoreline Oiled
 - 2. Average Distance from Deep Water Horizon
 - 3. Average Population



STATE CONSORTIUM POT CONSORTIUM IS THE LEAD ENTITY



- Amount of Funds Per
 - State is Based on Weighted Avg of.
 - 1. Shoreline Oiled
 - 2. Average Distance from Deep Water Horizon
 - 3. Average Population
 - 4. Florida Guidelines include 75% 25%
- <u>Consortium</u> Must Develop a Plan Listing the Projects to Receive Grants (<u>75% - 25%</u>).
- :: Consortium Projects and Makes Recommendations
- Funds Awarded Based Upon Consistency with Eligibility Criteria





RESTORE ACT POTENTIAL LOCAL FUNDS

Taylor County estimates for Taylor County's local amount, <u>based</u> on range of settlement amounts:

| Settlement Amount | Local | Distribution | to Taylor | |
|---------------------------------------|-------|----------------|---------------------------------------|---|
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Why is the money coming to the County? The RESTORE Act legislation directs the State of Florida's funding to "coastal political subdivisions" defined in the Act as "any local political jurisdiction that is immediately below the State level of government, including a county, parish or borough, with a coastline that is contiguous with any portion of the United States Gulf of Mexico."

Implementation

- ► Establishes a grantor-grantee relationship between the U.S. Treasury and the entities named in the RESTORE Act, i.e., Taylor County-Pot 1. (re:s. 34.304 Grant Award Process)
- This means that Taylor County will be a "grantee" required to follow all federal grant and other applicable laws and policies as well as treat all projects to non-Taylor County Bocc organizations as "sub-awards." (preamble: affected population and 34.803 (c))
- Under "Affected Population" the Rule states that state entities can apply direct to the U.S. Treasury or the Federal Council for grant funds: (re: Preamble, Affected Population)
 - Appears that this specific section allows state agencies to bypass the County for Pot 1 funds (i.e., Taylor County) and the Florida Gulf Consortium for Pot 3 funds.
 - The Rule does not address this specific allowance under any other section , i.e., Direct Components.
 - This allowance appears to be in conflict with the RESTORE Act.

Implementation



Definitions important to Taylor County - Pot 1 (re: 34 A: General Provisions)

- ► Administrative Cost means indirect cost incurred for general management functions, general ledger accounting, budgeting, human resources, general procurement services and general legal services that are allocable to activities authorized under the Act.
 - > The Rule appears to not allow funding or reimbursement of planning and administration activities prior to an executed grant agreement. The Rule seems to envision that no funds will be awarded prior to the County plan submittal and approval by U.S. Treasury and the execution of an Agreement.
- ➤ **Best Available Science** means science that maximizes the quality, objectivity, and integrity of information, including statistical information; uses peer-reviewed and publicly available data; and clearly documents and communicates risks and uncertainties in the scientific basis for such projects.

NOTE: Cannot use antidotal data or empirical research.

Implementation Definitions important to Taylor County



- ▶ Direct Component Taylor County Pot 1
 - Requires Taylor County to submit a multi-year plan and enter into an a Grant Agreement with the U.S. Treasury to access funds.
- ► Environmental Review and Compliance Procedures entities must follow the procedures under applicable Federal and State environmental laws.
 - All projects must be properly permitted by the appropriate federal or state agency before it can commence.
 - Rule is silent on expedited permitting and waivers for RESTORE Act projects.
 - Rule does not provide the specific laws to be followed.

Implementation

- ► Cost incurred, direct or in-direct, must conform with applicable federal laws, OMB circulars and guidance. (s.34.200(a)(1))
- ► Grant Agreement MAY provide for pre-award costs of environmental review and compliance in the manner prescribed in applicable OMB circulars and guidance. (s.34.200(a)(3))
 - The Rule appears to not allow for funding or reimbursement of planning and administration activities prior to an executed grant agreement. The Rule seems to envision that no funds will be awarded prior to the County plan submittal, approval of U.S. Treasury and execution of an Agreement.
- ► Grant funds <u>CAN</u> be used to satisfy the <u>non-FEDERAL</u> cost-share of a project or program that is an eligible activity and authorized by Federal law. (s.34.200(b))
 - Rule is silent on use of funds being used as match for State grants.
- ► Eligible activities allowed by the Gulf RESTORE Act program. (s.34.201)
 - For Taylor County, this means the criteria in the RESTORE ACT, section 1603 (3) (B) (i) which are:

Eligible Activities



- Restoration and protection of the natural resources, ecosystems, fisheries, marine and wildlife habitats, beaches, and coastal wetlands of the Gulf Coast Region.
- 2. Mitigation of damage to fish, wildlife and natural resources.
- 3. Implementation of a federally approved marine, coastal, or comprehensive conservation management plan, including fisheries monitoring.
- 4. Workforce development and job creation.
- 5. Improvements to or on State parks located in coastal areas affected
 - ▶ Promotion of the consumption of seafood harvested from the Gulf Coast Region.

Eligible Activities Continued



- 6. Infrastructure projects benefitting the economy or ecological resources, including port infrastructure.
- 7. Coastal flood protection and related infrastructure.
- 8. Planning assistance.
- 9. Administrative costs of complying with this section (cannot be greater than 3 percent, see definition in Rule).
- 10. Promotion of tourism and seafood in the Gulf Coast Region:
 - ▶ Promotion of tourism in the Gulf Coast region, including recreational fishing.
 - ▶ Promotion of the consumption of seafood harvested from the Gulf Coast Region.



Requirements

Direct Component – Taylor County:

- ► Multi-year plan is required describing the projects, programs, activities to fund/implement: (s. 34.303)
 - ► The Plan, must be made available for public comment for a minimum of 30-days before submitting to the U.S. Treasury. (Preamble: Direct Components)
- ► Rule is silent on date for Plan submittal to the U.S. Treasury or how long the U.S. Treasury has to approve.
- ► Rule does not address Plan updates or revisions.
- ► Applications for projects will need to embrace all Multi-year Plan requirements.





Direct Component – Taylor County – Pot 1:

- U.S. Treasury "may" prescribe a standard format for the multi-year plan. (s. 34.303 (a)
- Not knowing if the U.S. Treasury will prescribe a standard format makes it difficult to develop the Multi-year Plan, requires clear direction from U.S. Treasury



Plan, must describe each planned "program, project and activity" (s. 34.303 (a))

- ► Narrative description showing need, purpose objectives.
- ▶ Identify the eligible activity RESTORE Act Criteria
- ► Detailed Budget, Milestones, Projected completion dates
- Criteria to be used to evaluate success of each activity in helping to restore and protect the Gulf Coast region impacted by the spill.
- ► Identify if other funding for the program project or activity has been requested under other sections of the RESTORE Act.



The Plan Must Also (D.34.003)

- ► Provide supporting information that proposed activities:
 - ► Meet the statutory requirements for the activities.
 - Implementation Plan made available for public review and comment for at least 30 days.
 - ► Each program, project and activity is adopted after consideration of all meaningful input from individuals, business, Tribal nations and non-profit organizations.
 - ► Provide supporting information that each program, project and activity that is designed to protect or restore natural resources is based on the best available science.
- ► Demonstrate compliance with applicable environmental laws. (Preamble: Direct Components)



Grant Agreement

- ▶ If the US Treasury determines that the Plan meets all of the "requirements", they will offer a Grant Agreement, with a beginning and ending date. (6.34.304)
 - Sub-grantee will be required to enter into a sub-grant Agreement that includes all of the requirements of the Agreement between Taylor County and the U.S. Treasury.
 - Sub-grant Agreement can only be "offered" once the Plan and the specific project, activity or program is approved by the U.S. Treasury.



Grant Agreement

- ► Any unspent funds at the end of the grant period or conclusion of the project, must be returned to the U.S. Treasury. (s. 34.305 (a))
- Rule does not address rolling funds over to another project or Plan amendments.
- This will also apply to sub-grantees. Taylor County will need to perform fiscal monitoring of sub-grantees.
- ► Timely reporting is a must! (34.306)
- Taylor County will be responsible for submitting timely reports of all approved and funded projects, activities and programs.
- Taylor County will be responsible for ensuring that sub-grantees submit reports to Taylor County timely or take corrective actions.
- Rule does not specify or describe reporting requirements.

Requirements Continued Grant Agreement



- ► The Grant Agreement will have mandatory certifications that must be certified (by the BoCC) and signed by the Chairman.
 - Certifications attest that projects, activities, program meet the RESTORE Act, the Rule and all other federal and state law and policy requirements; and, that funds will be managed according to such requirements.
 - Sub-grantees will also be required to complete Certifications.

Requirements Continued Grant Agreement



- ► Rule allows preference to State vendors for project activities awarded under the Grant. (34.305)
 - Does not appear to allow local preference.

Compliance (34.802 and 34.803)

- ► Taylor County, as a Direct Component, must comply with all Federal Grant and other applicable laws and policies.
 - U.S. Treasury may withhold funds or request repayment of funds if it is determined that RESTORE Act funds were used for an unauthorized purpose or if a condition of the use of funds is violated.
- ► Entities awarded a project are considered a "sub award" and are required to enter into an Agreement containing all requirements of the Agreement between the U.S. Treasury and the BoCC.
 - There is NO requirement that Direct Components (i.e., Taylor County) sub-grant any of the funds or solicit for projects to be funded.
 - Taylor County will be responsible for sub-grantees performance, compliance, and accountability of funds.
 - Taylor County will have to monitor sub-grantees to evaluate compliance, performance and fiscal management and take corrective actions if not in compliance.
 - Treasury may withhold funds or request repayment if it is determined that that a sub-grantee used RESTORE Act funds for an unauthorized purpose or if a condition of the use of funds is violated.

Authority (34.304, 34.305, 34.308)



- ► Approve plans and the expenditure of RESTORE Act funds.
 - U.S. Treasury or the U.S. Inspector General <u>MAY</u> withhold funds or request repayment of funds if it is determined that RESTORE Act funds were used for an unauthorized purpose or if a condition of the use of funds is violated.
 - Taylor County will be responsible for any sub-grantees failure to perform, comply with terms of the Agreement or for any unauthorized purpose or condition of the use of the funds.

Next Steps



- ► Wednesday, October 10th: RESTORE Act Advisory Committee Meeting Scheduled to hear citizens, discuss Rules and propose Comments for BoCC consideration.
- ► Monday, October 21st: Staff will present proposed official response to U.S. Treasury on proposed Rule for BoCC for approval.
- ► Tuesday, November 5th or before: Staff will transmit BoCC official response to Rule via the federal government portal.
- **▶** WAIT for U.S. Treasury to issue final Rule.
- WAIT for BP Trial to be over.
- ► WAIT to find out how much \$\$ we will receive.





TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



The Board to discuss and consider amending the FY 2013-2014 Capital Improvement Plan (CIP) as agendaed by Jack Brown, County Administrator.

MEETING DATE REQUESTED:

October 7, 2013

Statement of Issue:

At the September 24, 2013 Taylor County Board of County Commissioner's meeting the Board had to declare an emergency to adopt the initial draft CIP as the CIP for 2013-2014 due to requirements by the state of Florida to qualify for the Florida Recreation Assistance Program (FRDAP) Grant that had to be turned in not later than September 30, 2013. There were still numerous items in the various departments that need to be reflected in the CIP.

The CIP while adding additionally needed Capital Projects and Purchases captures in large part many projects such as the \$6,542,894 in Road Paving Grants as well as the additional \$752,181 in Aviation and other grants as well as grants applied for.

Recommended Action:

Discuss and adopt the CIP as amended as presented by the

County Administrator.

Fiscal Impact:

\$10,453,375

Submitted By:

Jack R. Brown, County Administrator

Contact:

(850) 838-3500, Ext. 7

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: — This includes \$6,542,894 in FDOT Grants thru District FDOT, \$103,950 FDOT Aviation, \$179,820 FAA, \$25,000 LWCF, \$178,411 from Florida Boating Improvement Program (FBIP), Two potential grants of \$50,000 FRDAP for Hodges Park, and \$215,550 for Forest Capital Hall for a total of \$7,295,075. The remaining \$3,158,300 is broken down as follows: \$345,000 MSTU Reserve for Equipment for Fire/Rescue, 235,000From Landfill Reserve and \$220,000 from Solid Waste Reserve, \$568,014 from Secondary Road Paving Projects allocations, \$880,429 Budgeted already from the General Fund plus another \$490,000 identified projects needed from the General Fund Reserve, \$258,337 in MSBU road paving plus and additional \$161,520 in various projects.

Attachments: Revised CIP for FY 2013-2014

Taylor County FY 2013-2014 Fiscal Year Summary CIP Projects

| Division/Dept. | Project Title | Estimated Cost | County Funding Source | <u>Funding</u> <u>Source</u> | <u>Funding</u> <u>Source</u> | Total Budgeted by FY | <u>Grants</u> |
|-------------------------|---|----------------------------|-------------------------------------|---------------------------------|---------------------------------|----------------------------|---------------|
| Airport | Airport Layout Plan & Property Maps | \$199,800.00 | <u>-</u> | FDOT \$19,980 | FAA \$179,820 | \$199,800.00 | 100% |
| Allport | Design & Engineer New Hangers | \$83,970.00 | - | FDOT \$83,970 | FAA \$0.00 | \$83,970.00 | 100% |
| Boat Ramp | Williams Fish Camp (Mandalay) | \$237,882.00 | GF \$44,471 | County In-Kind \$15,000 | FBIP \$178,411 | \$237,882.00 | 75% |
| Building /Planning | Parking Lot Resurface (Old Post Office) | \$85,000.00 | GF CF \$85,000.00 | - | - | \$85,000.00 | 2012-2013 CF |
| g,g | Administrative Complex | \$46,200.00 | GF CF \$46,200 | | - | | 2012-2013 CF |
| Environmental Carriage | Harrison Diva Dall Off Cita Improvements | 00,000,000 | Londfill December | | | 000 000 | 0% |
| Environmental Services | Harrison Blue Roll Off Site Improvements Burn Site Skid Steer Loader | \$90,000.00 \$50,000.00 | Landfill Reserves Landfill Reserves | | - | \$90,000.00 \$50,000.00 | 0% |
| | Recycling Center Building Repairs | \$50,000.00 | Landfill Reserves | | - | \$50,000.00 | 0% |
| | Replacement Soild Waste Cans | \$45,000.00 | MSTU Reserve | | | \$45,000.00 | 0% |
| | Replacement Soild Waste Truck | \$160,000.00 | Solid Waste Reserve | - | - | \$160,000.00 | 0% |
| | Improvements to Roll-Off Sites | \$50,000.00 | Solid Waste Reserve | | | \$50,000.00 | 0% |
| | , | ¥ = = , = = = = = | | | | 4.2,22.2 | |
| Fire | Bunker / SCBA Gear | \$45,000.00 | MSTU Reserve | - | - | \$45,000.00 | 0% (TBD) |
| • | 1,000 Gallon Pumper / Engine | \$300,000.00 | MSTU Reserve | - | - | \$300,000.00 | 0% |
| Forest Capital Hall | Renovations | \$431,100.00 | TDT \$215.550 | FDCF \$215.550 | - | \$431,100.00 | TDT/FDCF |
| i orest Capital Hall | Renovations | φ431,100.00 | 101 ψ213,330 | 1 DOI \$210,000 | - | Ψ451,100.00 | 101/1001 |
| Grants | Staff Car | \$25,000.00 | GF | - | - | \$25,000.00 | 0% |
| Parks | Hodges Park | \$53,000.00 | GF \$3000 | FRDAP \$50,000 | - | \$53,000.00 | Grant Pending |
| | Keaton Beach Coastal Park | \$50,000.00 | CF \$25,000 | LWCF \$25,000 | | \$50,000.00 | 50% |
| Public Works | Motor Grader Replacement | \$215,000.00 | GF Res for CIP | GF Res for CIP | GF Res for CIP | \$215,000.00 | 0% |
| Road | Agner Acres Road | \$198,375.00 | Dist 1 - \$12,121 | Dist 4 - \$75,825 | CA \$61,000+\$49,429 | \$198,375.00 | 0% |
| | Aucilla Landing Road | \$87,480.00 | GF CF \$87,480 | | - | \$87,480.00 | 0% |
| | Contractor's Road | \$200,000.00 | GF CF \$200000 | - | - | \$200,000.00 | 0% |
| | East Ellison Road | \$163,919.00 | - | SCRAP 163,919 | - | \$163,919.00 | 100% |
| | Freeman Road | \$240,587.00 | Dist 2 - \$240,587 | - | - | \$240,587.00 | 0% |
| | Johnson Stripling Road | \$1,245,000.00 | - | HRRR \$1,245000 | - | \$1,245,000.00 | 100% |
| | O'Steen Road | \$752,417.00 | - | SCRAP \$752,417 | - | \$752,417.00 | 100% |
| | Red Padgett Road | \$3,486,260.00 | - | SCRAP - \$1,515,225 | SCOP - \$1,971,035 | \$3,486,260.00 | 100% |
| | Steinhatchee Acres (Bird Pond/Sugar Hill) | \$258,237.00 | MSBU O/H \$230,762 | MSBU \$27,475 | (\$27,475.00) | \$258,237.00 | MSBU |
| | Sugar Hill Road (County Portion | \$41,572.00 | Dist 3 - \$41,572 | D. | #00F 002 00 | \$41,572.00 | 0% |
| | Providence Road (Remaining for FY) | \$895,298.00 | Orig. \$1,400.000 | Balance | \$895,298.00 | \$895,298.00 | 100% |
| Sports Complex | Quads 6 & 7 | \$417,278.00 | GF CF - \$417,278 | - | - | \$417,278.00 | 2012-2013 CF |
| Supervisor of Elections | Space Feasibility Study in Progress | \$250,000.00 | | | | \$250,000.00 | 0% |
| TOTAL |] | \$10,453,375.00 | | | [| \$10,453,375.00 | |

Taylor County FY 2013-2014 Fiscal Year Summary CIP Projects - Grant Funded

Total Projected Grant Fundying For FY 2013-20414

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|-------------------------------|--|-----------------|----------------------|-------------------|----------------------|--------------------|---------------|----------------|---------------|
| <u>Division/Dept.</u> | <u>Project Title</u> | Estimated Cost | | <u>Funding</u> | | Total Budgeted | <u>Grants</u> | <u>Grant</u> | <u>Grant</u> |
| | | | <u>Source</u> | <u>Source</u> | <u>Source</u> | for FY | | <u>Funds</u> | <u>Manage</u> |
| | | | | | | | | | |
| Airport | Airport Layout Plan & Property Maps | \$199,800.00 | | FDOT \$19,980 | | \$199,800.00 | 100% | \$199,800.00 | MK |
| | Design & Engineer New Hangers | \$83,970.00 | - | FDOT \$83,970 | FAA \$0.00 | \$83,970.00 | 100% | \$83,970.00 | MK |
| | | | | | | | | | |
| Boat Ramp | Williams Fish Camp (Mandalay) | \$237,882.00 | GF \$44,471 | In-Kind \$15,000 | FBIP \$178,411 | \$237,882.00 | 75% | \$178,411.00 | MK |
| | | | | | | | | | |
| Building /Planning | Parking Lot Resurface (Old Post Office) | \$85,000.00 | GF CF \$85,000.00 | | - | \$85,000.00 | 2012-2013 CF | | |
| | Administrative Complex | \$46,200.00 | GF CF \$46,200 | - | - | \$46,200.00 | 2012-2013 CF | | |
| | <u> </u> | | | | | | | | |
| Environmental Services | s Harrison Blue Roll Off Site Improvements | \$90,000.00 | Landfill Reserves | - | - | \$90,000.00 | 0% | | |
| | Burn Site Skid Steer Loader | \$50,000.00 | Landfill Reserves | - | - | \$50,000.00 | 0% | | |
| | Recycling Center Building Repairs | \$50,000.00 | Landfill Reserves | - | - | \$50,000.00 | 0% | | |
| | Replacement Soild Waste Cans | \$45,000.00 | MSTU Reserve | - | - | \$45,000.00 | 0% | | |
| | Replacement Soild Waste Truck | \$160,000.00 | | | | \$160,000.00 | 0% | | |
| | Improvements to Roll-Off Sites | | Solid Waste Reserve | | | \$50,000.00 | 0% | | |
| | Improvemente to Roir On Oilea | ψου,σου.σο | Cona vvadio rioderve | | | ψου,σοσ.σο | 070 | | |
| Fire | Bunker / SCBA Gear | \$45,000.00 | MSTU Reserve | | _ | \$45,000.00 | 0% (TBD) | | |
| i iie | 1,000 Gallon Pumper / Engine | \$300,000.00 | MSTU Reserve | _ | - | \$300,000.00 | 0% (188) | | |
| | 1,000 Gallott Fulliper / Effgille | \$300,000.00 | IVISTO Reserve | - | - | \$300,000.00 | 0 76 | | |
| Forest Capital Hall | Renovations | \$431,100.00 | TDT \$215,550 | FDCF \$215,550 | | \$431,100.00 | TDT/FDCF | \$24E 000 00 | MK |
| Forest Capital Hall | Renovations | \$431,100.00 | 101 \$210,000 | FDCF \$210,000 | - | \$431,100.00 | IDI/FDCF | \$215,000.00 | IVIT |
| Cranto | Staff Car | \$25,000.00 | GF | | | \$25,000.00 | 0% | | |
| Grants | Stall Cal | \$25,000.00 | GF | - | - | \$25,000.00 | 0% | | |
| Parks | Hodges Park | \$53,000.00 | GF \$3000 | FRDAP \$50,000 | _ | \$53,000,00 | Grant Pending | \$50,000.00 | MK |
| raiks | Keaton Beach Coastal Park | \$50,000.00 | | | | \$50,000.00 | 50% | \$25,000.00 | MK |
| | Reacon Beach Coastal Fair | \$50,000.00 | CF \$25,000 | LVVCF \$25,000 | | \$50,000.00 | 30 /6 | \$25,000.00 | IVIT |
| Public Works | Motor Grader Replacement | \$215,000.00 | GF Res for CIP | GF Res for CIP | GF Res for CIP | \$215,000.00 | 0% | | |
| Fublic Works | INIDIOI Grader Replacement | \$215,000.00 | GF Nes IUI CIF | GF Res IOI CIF | GF Res IOI CIF | \$215,000.00 | 076 | | |
| Road | Agner Acres Road | \$198,375.00 | Dist 1 - \$12,121 | Diet 4 \$75.005 | CA \$61,000+\$49,429 | \$198,375.00 | 0% | | |
| Road | | | GF CF \$87,480 | DISt 4 - \$75,025 | CA \$01,000+\$49,429 | \$87,480.00 | 0% | | |
| | Aucilla Landing Road | \$87,480.00 | | - | | | 0% | | |
| | Contractor's Road | \$200,000.00 | GF CF \$200000 | - | - | \$200,000.00 | | *400.040.00 | LCD |
| | East Ellison Road | \$163,919.00 | D: 40 40 40 707 | SCRAP 163,919 | - | \$163,919.00 | 100% | \$163,919.00 | KD |
| | Freeman Road | \$240,587.00 | Dist 2 - \$240,587 | - | - | \$240,587.00 | 0% | | |
| | Johnson Stripling Road | \$1,245,000.00 | - | HRRR \$1,245000 | | \$1,245,000.00 | 100% | \$1,245,000.00 | KD |
| | O'Steen Road | \$752,417.00 | | SCRAP \$752,417 | | \$752,417.00 | 100% | \$752,417.00 | KD |
| | Red Padgett Road | \$3,486,260.00 | | SCRAP \$1,515,225 | . , , | \$3,486,260.00 | 100% | \$3,486,260.00 | KD |
| | Steinhatchee Acres (Bird Pond/Sugar Hill) | | MSBU O/H \$230,762 | MSBU \$27,475 | (\$27,475.00) | \$258,237.00 | MSBU | | |
| | Sugar Hill Road (County Portion | \$41,572.00 | Dist 3 - \$41,572 | | | \$41,572.00 | 0% | | |
| | Providence Road (Remaining for FY) | \$895,298.00 | Orig. \$1,400.000 | Balance | \$895,298.00 | \$895,298.00 | 100% | \$895,298.00 | KD |
| | | | | | | | | | |
| | | | | | | | | | |
| Sports Complex | Quads 6 & 7 | \$417,278.00 | GF CF - \$417,278 | - | - | \$417,278.00 | 2012-2013 CF | | |
| | <u> </u> | | | | | | | | |
| Supervisor of Elections | Space Feasibility Study in Progress | \$250,000.00 | | | | \$250,000.00 | 0% | | |
| | , | | | | | , ,,, | | | |
| TOTAL | | \$10,453,375.00 | | | | \$10,453,375.00 | | | |
| - | | + , , | | | | + 1 5, 100,01 5100 | | | |

\$7,295,075.00

Taylor County FY 2013-2014 Fiscal Year Summary CIP Projects - Fund 001 - General Fund - FD/DEPT 9001 General Fund Reserves - 59915 Reserve for Capital Projects

| Division/Dept. | <u>Project Title</u> | Estimated Cost | County Funding Source | <u>Funding</u> <u>Source</u> | <u>Funding</u> <u>Source</u> | <u>Budgeted</u> | <u>Grants</u> | <u>Gen. Fund</u> Budgeted | Gen. Fund Add - CIP | | |
|-----------------------------|--|------------------------------|------------------------------------|--------------------------------------|---------------------------------|--------------------------------|---------------|--------------------------------|------------------------|--|--|
| Airport | Airport Layout Plan & Property Maps | \$199,800.00 | | FDOT \$19,980 | FAA \$179,820 | \$199,800.00 | 100% | | | | |
| Allport | Design & Engineer New Hangers | \$83,970.00 | - | FDOT \$19,960 FDOT \$83,970 | FAA \$179,620 | \$83,970.00 | 100% | | | | |
| | Design & Engineer New Hangers | φου,910.00 | - | 1 001 \$65,970 | Ι ΑΑ φυ.υυ | φου,θ10.00 | 100 /6 | | | | |
| Boat Ramp | Williams Fish Camp (Mandalay) | \$237,882.00 | GF \$44,471 | In-Kind \$15,000 | FBIP \$178,411 | \$237,882.00 | 75% | \$44,471.00 | \$0.00 | | |
| | | | | | | | | | | | |
| Building /Planning | Parking Lot Resurface (Old Post Office) | \$85,000.00 | GF CF \$85,000.00 | - | = | | 2012-2013 CF | \$85,000.00 | \$0.00 | | |
| | Administrative Complex | \$46,200.00 | GF CF \$46,200 | - | - | \$46,200.00 | 2012-2013 CF | \$46,200.00 | \$0.00 | | |
| Environmental Services | Harrison Blue Roll Off Site Improvements | \$90,000.00 | Landfill Reserves | _ | - | \$90,000.00 | 0% | | | | |
| Ziiviioiiiioittai Goi vioos | Burn Site Skid Steer Loader | \$50,000.00 | Landfill Reserves | _ | - | \$50,000.00 | 0% | | | | |
| | Recycling Center Building Repairs | \$50,000.00 | Landfill Reserves | _ | - | \$50,000.00 | 0% | | | | |
| | Replacement Soild Waste Cans | \$45,000.00 | MSTU Reserve | _ | - | \$45,000.00 | 0% | | | | |
| | Replacement Soild Waste Truck | | Solid Waste Reserve | _ | - | \$160,000.00 | 0% | | | | |
| | Improvements to Roll-Off Sites | \$50,000.00 | Solid Waste Reserve | | | \$50,000.00 | 0% | | | | |
| | improvements to Itoli oli olica | ψου,οου.ου | Solid Waste Reserve | | | ψ50,000.00 | 070 | | | | |
| Fire | Bunker / SCBA Gear | \$45,000.00 | MSTU Reserve | - | - | \$45,000.00 | 0% (TBD) | | | | |
| | 1,000 Gallon Pumper / Engine | \$300,000.00 | MSTU Reserve | - | - | \$300,000.00 | 0% | | | | |
| | | | | | | | | | | | |
| Forest Capital Hall | Renovations | \$431,100.00 | TDT \$215,550 | FDCF \$215,550 | - | \$431,100.00 | TDT/FDCF | | (\$25,000.00) | | |
| Grants | Staff Car | \$25,000.00 | GF \$25,000 | - | - | \$25,000.00 | 0% | | | | |
| Parks | Hodges Park | \$53,000.00 | GF \$3000 | FRDAP \$50,000 | - | \$53,000.00 | Grant Pending | | | | |
| | Keaton Beach Coastal Park | \$50,000.00 | CF \$25,000 | LWCF \$25,000 | | \$50,000.00 | 50% | | (\$215,000.00) | | |
| | | | | | • | | | • | | | |
| Public Works | Motor Grader Replacement | \$215,000.00 | GF Res for CIP | GF Res for CIP | GF Res for CIP | \$215,000.00 | 0% | | | | |
| Dood | Agray Agras Dood | ¢400 275 00 | Diet 1 (10.101) | Diet 4 \$75.005 | CA \$61,000+\$49,429 | ¢100 275 00 | 00/ | | | | |
| Road | Agner Acres Road | \$198,375.00 | Dist 1 - \$12,121 GF CF \$87480 | DISt 4 - \$75,825 | CA \$61,000+\$49,429 | \$198,375.00 | 0% 0% | \$87,480.00 | 1 | | |
| | Aucilla Landing Road | \$87,480.00 | | - | - | \$87,480.00 | | \$200,000.00 | | | |
| | Contractor's Road East Ellison Road | \$200,000.00 | GF CF \$200000 | SCRAP 163,919 | - | \$200,000.00 | 0% | \$200,000.00 | | | |
| | | \$163,919.00 \$240,587.00 | D:-+ 0 | SCRAP 163,919 | - | \$163,919.00 \$240,587.00 | 100% | | | | |
| | Freeman Road | \$1,245,000.00 | Dist 2 - \$240,587 | - LIDDD #4 045000 | - | | 0% 100% | | | | |
| | Johnson Stripling Road O'Steen Road | \$1,245,000.00 | - | HRRR \$1,245000 SCRAP \$752,417 | - | \$1,245,000.00 \$752,417.00 | 100% | | | | |
| | Red Padgett Road | \$3,486,260.00 | - | SCRAP \$752,417 SCRAP \$1,515,225 | SCOP - \$1,971,035 | \$3,486,260.00 | 100% | | | | |
| | Steinhatchee Acres (Bird Pond/Sugar Hill) | | MSBU O/H \$230,762 | MSBU \$27,475 | (\$27.475.00) | \$258,237.00 | MSBU | | | | |
| | Sugar Hill Road (County Portion | \$41,572.00 | Dist 3 - \$41,572 | IVIODU \$21,415 | (φ∠1,413.00) | \$41,572.00 | 0% | | | | |
| | Providence Road (Remaining for FY) | \$895,298.00 | Orig. \$1,400.000 | Balance | \$895,298.00 | \$895,298.00 | 100% | | | | |
| | 1 Tovidence Road (Remaining for 1-1) | ψ093,290.00 | Olig. ψ1,400.000 | Dalance | ψ090,290.00 [| ψ093,290.00 | 10076 | | | | |
| | | 0.410.000 | 0505 445 | | | A one | 2012 2012 5- | \$44 = 0=c ¹ | | | |
| Sports Complex | Quads 6 & 7 | \$417,278.00 | GF CF - \$417,278 | - | - | \$417,278.00 | 2012-2013 CF | \$417,278.00 | | | |
| Supervisor of Elections | Space Feasibility Study in Progress | \$250,000.00 | | | | \$250,000.00 | 0% | | (\$250,000.00) | | |
| TOTAL | | \$10,453,375.00 | | | | \$10,453,375.00 | [| \$880,429.00 | (\$490,000.00) | | |
| General Fund Reserve for | r Capital Projects/Purchases FY 2013-2014 I | Projected Initial Ba | lance Prior to Capital | Purchases | | | | \$1,785,516.00 | | | |
| | | | | | | | | | | | |
| Remaining Projected Fun | emaining Projected Fund Balace - General Fund Reserve for Capital Projects/Purchase FY 2013-2014 Following FY 2013-2014 CIP \$1,295,516.00 | | | | | | | | | | |

Taylor County CIP Projects - Fund 107 - MSTU Fund - FD/DEPT 9107 MSTU Fund Reserves - 59920 Reserve for Equipment Summary by Fiscal Year FY 2013- 2014

| <u>Division/Dept.</u> | <u>Project Title</u> | Estimated Cost | County Funding Source | <u>Funding</u> <u>Source</u> | <u>Funding</u> <u>Source</u> | <u>Budgeted</u> | <u>Grants</u> | MSTU Equip. Reserve | Proje Mana |
|-------------------------|--|------------------|--------------------------|--------------------------------------|---------------------------------|------------------|---------------|------------------------|---------------|
| | T., | | | | | | | 1 | |
| Airport | Airport Layout Plan & Property Maps | \$199,800.00 | - | FDOT \$19,980 | FAA \$179,820 | \$199,800.00 | 100% | | |
| | Design & Engineer New Hangers | \$83,970.00 | - | FDOT \$83,970 | FAA \$0.00 | \$83,970.00 | 100% | | |
| Boat Ramp | Williams Fish Camp (Mandalay) | \$237,882.00 | GF \$44,471 | In-Kind \$15,000 | FBIP \$178,411 | \$237,882.00 | 75% | | |
| Building /Planning | Parking Lot Resurface (Old Post Office) | \$85,000.00 | GF CF \$85,000.00 | - | - | | 2012-2013 CF | | |
| | Administrative Complex | \$46,200.00 | GF CF \$46,200 | - | - | \$46,200.00 | 2012-2013 CF | | |
| nvironmental Services | Harrison Blue Roll Off Site Improvements | \$90,000.00 | Landfill Reserves | - | - | \$90,000.00 | 0% | | |
| | Burn Site Skid Steer Loader | \$50,000.00 | Landfill Reserves | - | - | \$50,000.00 | 0% | | |
| | Recycling Center Building Repairs | \$50,000.00 | Landfill Reserves | - | - | \$50,000.00 | 0% | | |
| | Replacement Soild Waste Cans | \$45,000.00 | MSTU Reserve | - | - | \$45,000.00 | 0% | | |
| | Replacement Soild Waste Truck | \$160,000.00 | Solid Waste Reserve | - | - | \$160,000.00 | 0% | | |
| | Improvements to Roll-Off Sites | | Solid Waste Reserve | | | \$50,000.00 | 0% | | |
| ire | Bunker / SCBA Gear | \$45,000.00 | MSTU Reserve | - | - | \$45,000.00 | 0% (TBD) | (\$45,000.00) | CN |
| | 1,000 Gallon Pumper / Engine | \$300,000.00 | | - | - | \$300,000.00 | 0% | (\$300,000.00) | CN |
| | , <u>.</u> <u>.</u> <u>.</u> <u>.</u> | | | | | * | | | |
| orest Capital Hall | Renovations | \$431,100.00 | TDT \$215,550 | FDCF \$215,550 | - | \$431,100.00 | TDT/FDCF | | |
| rants | Staff Car | \$25,000.00 | GF | - | - | \$25,000.00 | 0% | | |
| | · | | | | | | | • | |
| arks | Hodges Park | \$53,000.00 | GF \$3000 | FRDAP \$50,000 | - | \$53,000.00 | Grant Pending | | |
| | Keaton Beach Coastal Park | \$50,000.00 | CF \$25,000 | LWCF \$25,000 | | \$50,000.00 | 50% | | |
| ublic Works | Motor Grader Replacement | \$215,000.00 | GF Res for CIP | GF Res for CIP | GF Res for CIP | \$215,000.00 | 0% | | |
| oad | Agner Acres Road | \$198,375.00 | Dist 1 - \$12,121 | Dist 4 - \$75,825 | CA \$61,000+\$49,429 | \$198,375.00 | 0% | 1 | |
| loau | Aucilla Landing Road | \$87,480.00 | 87480 | Dist 4 - ψ10,020 | CA \$01,000+\$43,423 | \$87.480.00 | 0% | | |
| | Contractor's Road | \$200,000.00 | GF CF \$200000 | | - | \$200,000.00 | 0% | | |
| | East Ellison Road | \$163,919.00 | GI CI \$200000 | SCRAP 163,919 | - | \$163,919.00 | 100% | | |
| | Freeman Road | \$240,587.00 | Dist 2 - \$240,587 | JONAI 100,919 | | \$240,587.00 | 0% | | |
| | Johnson Stripling Road | \$1,245,000.00 | Διοι Δ - ψΔ+0,007 | HRRR \$1,245000 | | \$1,245,000.00 | 100% | | |
| | O'Steen Road | \$752,417.00 | | SCRAP \$752,417 | | \$752,417.00 | 100% | | |
| | Red Padgett Road | \$3,486,260.00 | _ | SCRAP \$752,417 SCRAP \$1,515,225 | SCOP - \$1,971,035 | \$3,486,260.00 | 100% | | |
| | Steinhatchee Acres (Bird Pond/Sugar Hill) | \$258,237.00 | MSBU O/H \$230,762 | MSBU \$27,475 | (\$27,475.00) | \$258,237.00 | MSBU | | |
| | Sugar Hill Road (County Portion | \$41,572.00 | Dist 3 - \$41,572 | WODO ψ27,473 | (ψ∠1,+10.00) | \$41,572.00 | 0% | | |
| | Providence Road (Remaining for FY) | \$895,298.00 | Orig. \$1,400.000 | Balance | \$895,298.00 | \$895,298.00 | 100% | | |
| | Trovidono rioda (rionianing for 1-1) | ψ030,230.00 | Orig. ψ1, του.000 | Daidilloc | ψ000,200.00 | ψ000,200.00 | 10070 | I | |
| ports Complex | Quads 6 & 7 | \$417,278.00 | GF CF - \$417,278 | - | - | \$417,278.00 | 2012-2013 CF | | |
| Supervisor of Elections | Space Feasibility Study in Progress | \$250,000.00 | | | | \$250,000.00 | 0% | | |
| OTAL | Topaco i susibility olddy ii'i Togress | \$10,453,375.00 | | | | \$10,453,375.00 | 070 | (\$345,000.00) | |
| | | ₩10,400,010.00 | | | | Ţ. O, 100,010.00 | | (\$0.10,000.00) | |
| | pment FY 2013-2014 Projected Initial Balance | | | | | | | \$589,571.00 | |
| emaining Projected Fu | nd Balace - MSTU Reserve for Equipment FY | 2013-2014 Follow | ring FY 2013-2014 Cap | ital Purchases | | | | \$244,571.00 | |

Taylor County CIP Projects - Fund 106 - Secondary Road Proj - 0308 Secondary Road Paving Funds Summary by Fiscal Year FY 2013- 2014

| <u>Division/Dept.</u> | <u>Project Title</u> | Estimated Cost | County Funding Source | <u>Funding</u> Source | <u>Funding</u> Source | <u>Budgeted</u> | <u>Grants</u> | _ | Project Manager | |
|-------------------------|--|----------------------|--------------------------|--------------------------|--------------------------|---------------------|---------------|----------------|--------------------|----------------------|
| A:t | Almost Louis Disc 0 Description | £400 000 00 | | EDOT #40 000 | EAA #470 000 | £400 000 00 | 4000/ | 1 | | |
| Airport | Airport Layout Plan & Property Maps | \$199,800.00 | <u>-</u> | FDOT \$19,980 | FAA \$179,820 | \$199,800.00 | 100% | | | |
| | Design & Engineer New Hangers | \$83,970.00 | - | FDOT \$83,970 | FAA \$0.00 | \$83,970.00 | 100% | J | | |
| Boat Ramp | Williams Fish Camp (Mandalay) | \$237,882.00 | GF \$44,471 | In-Kind \$15,000 | FBIP \$178,411 | \$237,882.00 | 75% |] | | |
| Building /Planning | Parking Lot Resurface (Old Post Office) | \$85,000.00 | GF CF \$85,000.00 | - | - | \$85,000.00 | 2012-2013 CF | 1 | | |
| | Administrative Complex | \$46,200.00 | GF CF \$46,200 | - | - | \$46,200.00 | 2012-2013 CF |] | | |
| Environmental Camina | Harrison Blue Roll Off Site Improvements | \$90,000.00 | Landfill Reserves | | | \$90,000.00 | 0% | 1 | | |
| Elivironinental Service | Burn Site Skid Steer Loader | \$50,000.00 | Landfill Reserves | - | - | \$50,000.00 | 0% | | | |
| | | * / | | - | • | , | 0% | | | |
| | Recycling Center Building Repairs | \$50,000.00 | Landfill Reserves | - | - | \$50,000.00 | | | | |
| | Replacement Soild Waste Cans | \$45,000.00 | MSTU Reserve | - | - | \$45,000.00 | 0% | | | |
| | Replacement Soild Waste Truck | | Solid Waste Reserve | - | - | \$160,000.00 | 0% | | | |
| | Improvements to Roll-Off Sites | \$50,000.00 | Solid Waste Reserve | | | \$50,000.00 | 0% | | | |
| Fire | Bunker / SCBA Gear | \$45,000.00 | MSTU Reserve | - | - | \$45,000.00 | 0% (TBD) | 1 | | |
| | 1,000 Gallon Pumper / Engine | \$300,000.00 | MSTU Reserve | 1 | , | \$300,000.00 | 0% | | | |
| E 0 2 III. II | D :: | * 404 400 00 | TDT #045 550 | EDOE #045 550 | | 0.404.400.00 | TDT/5005 | 1 | | |
| Forest Capital Hall | Renovations | \$431,100.00 | TDT \$215,550 | FDCF \$215,550 | - | \$431,100.00 | TDT/FDCF | l | | |
| Grants | Staff Car | \$25,000.00 | GF | - | - | \$25,000.00 | 0% |] | | |
| Parks | Hodges Park | \$53,000.00 | GF \$3000 | FRDAP \$50,000 | _ | \$53,000.00 | Grant Pending | 1 | | |
| i aiks | Keaton Beach Coastal Park | \$50,000.00 | CF \$25,000 | LWCF \$25,000 | | \$50,000.00 | 50% | | | |
| | Housen Boden Codetain and | φοσιοσίοσ | σ. ψ20,000 | Σίνοι ψεο,οσο | | φου,ουσ.συ | 0070 | | | |
| Public Works | Motor Grader Replacement | \$215,000.00 | GF Res for CIP | GF Res for CIP | GF Res for CIP | \$215,000.00 | 0% | | | |
| Road | Agner Acres Road | \$198,375.00 | Dist 1 - \$12,121 | Dist 4 - \$66.016 | CA \$61,000+\$59,238 | \$198,375.00 | 0% | \$198,375.00 | KD | |
| | Aucilla Landing Road | \$87,480.00 | GF CP \$87,480 | - | _ | \$87,480.00 | 0% | \$87,480.00 | | Note: DOT Allocation |
| | Contractor's Road | \$200,000.00 | GF CP \$200000 | _ | _ | \$200,000.00 | 0% | \$200,000.00 | KD | Note: BOT / modulion |
| | East Ellison Road | \$163,919.00 | - C1 C1 Ψ200000 | SCRAP 163,919 | - | \$163,919.00 | 100% | \$163,919.00 | KD | |
| | Freeman Road | \$240,587.00 | Dist 2 - \$240,587 | - | - | \$240,587.00 | 0% | \$240,587.00 | KD | |
| | Johnson Stripling Road | \$1,245,000.00 | DISC 2 42-40,007 | HRRR \$1,245000 | | \$1,245,000.00 | | | FDOT | |
| | O'Steen Road | \$752,417.00 | _ | SCRAP \$752,417 | _ | \$752,417.00 | 100% | \$752,417.00 | KD. | |
| | Red Padgett Road | \$3,486,260.00 | | SCRAP \$1,515,225 | SCOP - \$1,971,035 | | | \$3,486,260.00 | KD | |
| | Steinhatchee Acres (Bird Pond/Sugar Hil | | MSBU O/H \$230,762 | MSBU \$27,475 | (\$27,475.00) | \$258,237.00 | MSBU | \$258,237.00 | KD | |
| | Sugar Hill Road (County Portion | \$41,572.00 | Dist 3 - \$41,572 | 111000 \$21,410 | (ΨΖ1,Ψ13.00) | \$41,572.00 | 0% | \$41,572.00 | KD | |
| | Providence Road (Remaining for FY) | \$895,298.00 | Orig. \$1,400.000 | Balance | \$895,298.00 | \$895,298.00 | 100% | \$895,298.00 | KD | |
| | Providence Road (Remaining for 11) | \$093,290.0 0 | Orig. \$1,400.000 | Dalance | \$093,290.00 | φ093,290.00 | 100 /6 | \$093,290.00 | ΝD | |
| Sports Complex | Quads 6 & 7 | \$417,278.00 | GF CF - \$417,280 | | | \$417 278 00 | 2012-2013 CF | 1 | | |
| oporto complex | Quado V Q / | ψτιτ,210.00 | OI OI - \$417,200 | | | ψ+17,273.00 | 2012 2010 01 | ı | | |
| Supervisor of Elections | Space Feasibility Study in Progress | \$250,000.00 | | | | \$250,000.00 | 0% |] | | |
| TOTAL | | \$10,453,375.00 | | | | \$10,453,375.00 | | | | |
| TOTAL ROAD PAVING | PROJECTS FOR FY 2013-2014 - INCLUDIN | G STATE GRANT | S COUNTY-WIDE CO | MMON ACCOUNT D | ISTRICT FUNDS & MS | SRUs | | \$7,569,145.00 | | |
| TOTAL ROAD PAVING | TROOLOTO FOR FT 2013-2014 - INCLUDIN | O DIAIL GRANT | S, COUNT I-WIDE CO | mmon Account, D | TOTALOT TONDO & IVIS | JD03 | | ψ1,503,175.00 | | |

| ACCOUNT | BEG. BUDGET | EXPENDITURES | ENCUMBRANCES CIP | AVAIL BALANCE |
|--|--------------|--------------|---------------------|---------------|
| | | | | |
| 56308 AUCILLA LANDING PAVING | \$90,000.00 | \$2,520.00 | \$0.00 | \$87,480.00 |
| | | | | |
| 56310 COUNTY-WIDE ROAD PAVING (COMMON ACCOUNT) | \$660,828.00 | \$0.00 | \$86,758.00 | \$574,070.00 |
| | | | | |
| DISTRICT 1 - ROAD PAVING FUNDS | \$33,666.00 | \$0.00 | \$12,121.00 | \$21,545.00 |
| | | | | |
| DISTRICT 2 - ROAD PAVING FUNDS | \$262,132.00 | \$0.00 | \$242,587.00 | \$19,545.00 |
| · | | | | |
| DISTRICT 3 - ROAD PAVING FUNDS | \$151,688.00 | \$0.00 | \$0.00 | \$151,688.00 |
| | | | | |
| DISTRICT 4 - ROAD PAVING FUNDS | \$66,016.00 | \$0.00 | \$66,016.00 | \$0.00 |
| | _ | | | |
| DISTRICT 5 - ROAD PAVING FUNDS | \$21,545.00 | \$0.00 | \$0.00 | \$21,545.00 |

| Color Code | County-Wide Common Account - White | |
|------------|------------------------------------|--|
| • | State Funding - Grey | |
| | District 1 - Light Purple | |
| | District 2 - Light Brown | |
| | District 3 - Light Orange | |
| | District 4 - Light Yellow | |
| | District 5 - Light Blue | |
| | MSBU - Light Red | |

| | | Requested From | Encumperances |
|--------|--|----------------|----------------|
| | | Common Account | Common Account |
| Notes: | Agner Acres (District 4) - Needs Another \$59,283.00 from the Common Account | \$59,283.00 | (\$59,283.00 |
| | Steinhatchee Acres MSBU Needs \$50,973 Floated from Common Account for CEI | \$27,475.00 | (\$27,475.00 |
| | Future Years Steinhatchee Acres MSBU Will Reimburse the Common Account | | |

| Total Encumberances for Common Account for FY 2013-2014 CIP | (\$86,758.00) |
|---|---------------|
| | |
| Common Account Balance for FY 2013-2014 | \$574,070.00 |

*See Notes Below

Taylor County FY 2013-2014 Fiscal Year Summary CIP Projects - Fund 115 - Landfill Fund - FD/DEPT Landfill Fund Reserves - 59921 - Reserve for Capital Improvements

| Division/Dept. | <u>Project Title</u> | Estimated Cost | County Funding Source | <u>Funding</u> <u>Source</u> | <u>Funding</u> <u>Source</u> | <u>Budgeted</u> | <u>Grants</u> | Old Landfill Reserve | <u>Project</u> <u>Manager</u> | Solid Waste Reserve |
|-------------------------------|---|------------------------|--------------------------|---------------------------------|---------------------------------|---|------------------------------|-------------------------|----------------------------------|------------------------|
| Airport | Airport Layout Plan & Property Maps | \$199,800.00 | | FDOT \$19,980 | FAA \$179,820 | \$199,800.00 | 100% | 1 | | |
| Allport | Design & Engineer New Hangers | \$83,970.00 | - | FDOT \$19,980 FDOT \$83,970 | FAA \$179,620 | \$83,970.00 | 100% | | | |
| | | | | | | | | | | |
| Boat Ramp | Williams Fish Camp (Mandalay) | \$237,882.00 | GF \$44,471 | In-Kind \$15,000 | FBIP \$178,411 | \$237,882.00 | 75% | | | |
| Duilding /Dlanning | Darking Lat Decurfose (Old Deet Office) | \$85,000.00 | GF CF \$85,000.00 | | | \$9E 000 00 | 2012-2013 CF | 1 | | |
| Building /Planning | Parking Lot Resurface (Old Post Office) Administrative Complex | \$46,200.00 | GF CF \$85,000.00 | - | | | 2012-2013 CF 2012-2013 CF | | | |
| | Administrative Complex | ψ40,200.00 | GI CI \$40,200 | - | - | ψ40,200.00 | 2012-2013 01 | ı | | |
| Environmental Services | Harrison Blue Roll Off Site Improvements | \$90,000.00 | Landfill Reserves | - | - | \$90,000.00 | 0% | (\$90,000.00) | GW | \$0.00 |
| | Burn Site Skid Steer Loader | \$50,000.00 | Landfill Reserves | - | - | \$50,000.00 | 0% | (\$50,000.00) | GW | \$0.00 |
| | Recycling Center Building Repairs | \$50,000.00 | Landfill Reserves | - | - | \$50,000.00 | 0% | (\$50,000.00) | GW | \$0.00 |
| | Replacement Soild Waste Cans | \$45,000.00 | MSTU Reserve | - | - | \$45,000.00 | 0% | (\$45,000.00) | GW | \$0.00 |
| | Replacement Soild Waste Truck | | Solid Waste Reserve | - | - | \$160,000.00 | 0% | \$0.00 | GW | -\$160,000.00 |
| | Improvements to Roll-Off Sites Off Load | \$60,000.00 | Solid Waste Reserve | | | \$60,000.00 | 0% | \$0.00 | GW | -\$60,000.00 |
| Fire | Bunker / SCBA Gear | \$45,000.00 | MSTU Reserve | - | - | \$45,000.00 | 0% (TBD) | 1 | | |
| | 1,000 Gallon Pumper / Engine | \$300,000.00 | MSTU Reserve | - | - | \$300,000.00 | 0% | | | |
| | , | , | | | • | , | | • | | |
| Forest Capital Hall | Renovations | \$431,100.00 | TDT \$215,550 | FDCF \$215,550 | - | \$431,100.00 | TDT/FDCF | | | |
| | | | | | | | | • | | |
| Grants | Staff Car | \$25,000.00 | GF | - | - | \$25,000.00 | 0% | | | |
| Parks | Hodges Park | \$53,000.00 | GF \$3000 | FRDAP \$50,000 | _ | \$53,000,00 | Grant Pending | 1 | | |
| i uno | Keaton Beach Coastal Park | \$50,000.00 | CF \$25,000 | LWCF \$25,000 | | \$50,000.00 | 50% | | | |
| | | | | | | | | | | |
| Public Works | Motor Grader Replacement | \$215,000.00 | GF Res for CIP | GF Res for CIP | GF Res for CIP | \$215,000.00 | 0% | | | |
| Road | Agner Acres Road | \$198,375.00 | Dist 1 - \$12,121 | Diet 4 - \$75.825 | CA \$61,000+\$49,429 | \$198,375.00 | 0% | 1 | | |
| Noud | Aucilla Landing Road | \$87,480.00 | GF CF \$87,480 | Dist + \$75,025 | - | \$87,480.00 | 0% | | | |
| | Contractor's Road | \$200,000.00 | GF CF \$200000 | - | - | \$200,000.00 | 0% | | | |
| | East Ellison Road | \$163,919.00 | - | SCRAP 163,919 | - | \$163,919.00 | 100% | | | |
| | Freeman Road | \$240,587.00 | Dist 2 - \$240,587 | - | - | \$240,587.00 | 0% | | | |
| | Johnson Stripling Road | \$1,245,000.00 | - | HRRR \$1,245000 | - | \$1,245,000.00 | 100% | | | |
| | O'Steen Road | \$752,417.00 | - | SCRAP \$752,417 | - | \$752,417.00 | 100% | | | |
| | Red Padgett Road | \$3,486,260.00 | - | SCRAP \$1,515,225 | SCOP - \$1,971,035 | \$3,486,260.00 | 100% | | | |
| | Steinhatchee Acres (Bird Pond/Sugar Hill) | | MSBU O/H \$230,762 | MSBU \$27,475 | (\$27,475.00) | \$258,237.00 | MSBU | | | |
| | Sugar Hill Road (County Portion | \$41,572.00 | Dist 3 - \$41,572 | | | \$41,572.00 | 0% | | | |
| | Providence Road (Remaining for FY) | \$895,298.00 | Orig. \$1,400.000 | Balance | \$895,298.00 | \$895,298.00 | 100% | l | | |
| | | | | | | | | | | |
| Sports Complex | Quads 6 & 7 | \$417,278.00 | GF CF - \$417,278 | | - | \$417,278.00 | 2012-2013 CF | | | |
| | | | | | | | | | Ì | |
| Supervisor of Elections | Space Feasibility Study in Progress | \$250,000.00 | | | | \$250,000.00 | 0% | (\$235,000.00) | | (\$220,000.00) |
| TOTAL | | \$10,463,375.00 | | | | \$10,463,375.00 | | | | |
| Landfill Reserve for Cani | ital Improvements FY 2013-2014 Projected In | itial Balance Prior | to Capital Improveme | ents | | | | \$449,957.00 | 1 | |
| | Capital Equipment FY 2013-2014 Projected In | | | | | | | ψττο,σογ.00 | | \$455,770.00 |
| | ace - Landfill Reserve for Capital Improveme | | | | ents | | | \$214,957.00 | | |
| • • | serve for Capital Equipment FY 2013-2014 Fun | | | | | | | 7=,001.00 | | \$235,770.00 |
| | 55.75.51 Ouplier Equipmont 1 1 2010 2014 1 UII | a Dalarioo i Ollowille | , Capital Improvement | | | | | | | Ţ200j. 1 0.00 |