

SUGGESTED AGENDA

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS
PERRY, FLORIDA

TUESDAY, JANUARY 22, 2013
5:30 P.M.

201 E. GREEN STREET
TAYLOR COUNTY COURTHOUSE ANNEX
OLD POST OFFICE COMPLEX

NOTICE IS HEREBY GIVEN, PURSUANT TO FLORIDA STATUTES 286.0105, THAT ANY PERSONS DECIDING TO APPEAL ANY MATTER CONSIDERED AT THIS MEETING WILL NEED A RECORD OF THE MEETING AND MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

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

Prayer and Pledge of Allegiance

Welcome

1. APPROVAL OF AGENDA
2. APPROVAL OF MINUTES NONE
3. 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.

4. CONSENT ITEMS A - Z:

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

- A. THE BOARD TO CONSIDER ADOPTION OF RESOLUTIONS TO REFLECT UNANTICIPATED MONIES IN THE GENERAL FUND AND THE AFFORDABLE HOUSING FUND (07/08; 08/09; 09/10; 11/12), AS SUBMITTED BY COUNTY FINANCE.
- B. THE BOARD TO CONSIDER APPROVAL OF PROPOSED TASK ORDER WITH CAUSSEAU, HEWETT AND WALPOLE, INC., TO PROVIDE CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE WIDENING/RESURFACING OF HOLT ROAD FROM GOLF COURSE ROAD TO PUCKETT ROAD, AS AGENDAED BY KENNETH DUDLEY, COUNTY ENGINEER.
- C. THE BOARD TO CONSIDER PAYMENT OF INVOICE IN THE AMOUNT OF \$37,500, FOR EMERGENCY MEDICAL SERVICES (EMS) FOR THE MONTH OF JANUARY, 2013, AS REQUESTED BY DOCTORS' MEMORIAL HOSPITAL (DMH).
- D. THE BOARD TO CONSIDER APPROVAL OF SATISFACTION OF SECOND MORTGAGE FOR ESTHER LYNN DAVIS, WHO RECEIVED FIRST TIME HOME BUYER'S DOWN PAYMENT ASSISTANCE THROUGH THE SHIP PROGRAM, AS AGENDAED BY MELODY COX, GRANTS COORDINATOR.
- E. THE BOARD TO CONSIDER APPROVAL OF SATISFACTION OF SECOND MORTGAGE FOR FELICIA AVIS CROCKER, WHO RECEIVED FIRST TIME HOME BUYER'S DOWN PAYMENT ASSISTANCE THROUGH THE SHIP PROGRAM, AS AGENDAED BY THE GRANTS COORDINATOR.

- F. THE BOARD TO CONSIDER APPROVAL OF SATISFACTION OF SECOND MORTGAGE FOR RONALD JOHNSON, WHO RECEIVED FIRST TIME HOME BUYER'S DOWN PAYMENT ASSISTANCE THROUGH THE SHIP PROGRAM, AS AGENDAED BY THE GRANTS COORDINATOR.
- G. THE BOARD TO CONSIDER APPROVAL OF SATISFACTION OF SECOND MORTGAGE FOR DANIEL STRAKA, WHO RECEIVED FIRST TIME HOME BUYER'S DOWN PAYMENT ASSISTANCE THROUGH THE SHIP PROGRAM, AS AGENDAED BY THE GRANTS COORDINATOR.
- H. THE BOARD CONSIDER RATIFICATION OF THE COUNTY ADMINISTRATOR'S SIGNATURE AND APPROVE AMENDMENT NUMBER 2 TO THE FLORIDA BOATING IMPROVEMENT PROGRAM (FBIP) GRANT CONTRACT NUMBER 10253, AS AGENDAED BY THE GRANTS COORDINATOR.
- I. THE BOARD TO REVIEW AND CONSIDER APPROVAL OF ANNUAL LOCAL MITIGATION STRATEGY PLAN AND COMMITTEE REPORT, AS REQUIRED BY FLORIDA ADMINISTRATIVE CODE 27P-22, AS AGENDAED BY DUSTIN HINKEL, EMERGENCY MANAGEMENT (EM) DIRECTOR.

BIDS/PUBLIC HEARINGS:

- 5. THE BOARD TO RECEIVE BIDS FOR BUILDING DEPARTMENT OPERATIONS VEHICLE, SET FOR THIS DATE AT 6:10 P.M., OR AS SOON THEREAFTER AS POSSIBLE.
- 6. THE BOARD TO HOLD THE FIRST OF TWO (2) PUBLIC HEARINGS, SET FOR THIS DATE AT 6:15 P.M., OR AS SOON THEREAFTER AS POSSIBLE, TO CONSIDER AN AMENDMENT TO THE COMPREHENSIVE PLAN, TO CONDUCT A FIRST READING OF THE ORDINANCE ADOPTING THE AMENDMENT AND TO CONSIDER TRANSMITTAL OF THE AMENDMENT TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY.
- 7. THE BOARD TO HOLD THE SECOND OF TWO (2) PUBLIC HEARINGS, SET FOR THIS DATE AT 6:25 P.M., OR AS SOON THEREAFTER AS POSSIBLE, TO RECEIVE PUBLIC INPUT ON THE POSSIBLE GRANT APPLICATION TO THE FLORIDA BOATING IMPROVEMENT PROGRAM FOR THE 2013 FUNDING CYCLE.
- 8. THE BOARD TO HOLD THE FIRST OF TWO (2) PUBLIC HEARINGS, SET FOR THIS DATE AT 6:30 P.M., OR AS SOON THEREAFTER AS POSSIBLE, TO RECEIVE PUBLIC INPUT ON THE POSSIBLE GRANT APPLICATION TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY HAZARD MITIGATION GRANT PROGRAM.

HOSPITAL ITEMS:

9. THE BOARD TO RECEIVE A PRESENTATION REGARDING THE AFFORDABLE CARE ACT'S IMPACTS ON DMH AND THE COUNTY.

PUBLIC REQUESTS:

10. THE BOARD TO CONSIDER APPROVAL OF AGREEMENT AUTHORIZING THE PAYMENT OF \$5,000 TO THE PERRY-TAYLOR COUNTY CHAMBER OF COMMERCE, AS APPROVED BY THE BOARD ON JANUARY 7, 2013, AND AGENDAED BY DAWN TAYLOR, PRESIDENT.
11. THE BOARD TO DISCUSS UPDATES AND SOLUTIONS FOR PALLBEARERS' CEMETERY EXPANSION REQUEST FROM DECEMBER 18, 2012.
12. THE BOARD TO REVIEW APPLICATIONS AND CONSIDER APPOINTING TWO (2) RESIDENTS TO SERVE AS DIRECTORS ON THE TAYLOR COUNTY DEVELOPMENT AUTHORITY (TCDA) BOARD OF DIRECTORS, AS AGENDAED BY SCOTT FREDERICK, TCDA.
13. THE BOARD TO CONSIDER A REQUEST BY THE TCDA TO APPOINT A MEMBER OF THE BOARD TO SERVE ON THE BOARD OF DIRECTORS FOR THE NORTH FLORIDA ECONOMIC DEVELOPMENT PARTNERSHIP, AS AGENDAED BY SCOTT FREDERICK, TCDA.

COUNTY STAFF ITEMS:

14. THE BOARD TO CONSIDER AWARDED HOLT ROAD (CR 30A) WIDENING AND RESURFACING PROJECT TO ANDERSON COLUMBIA CO., INC., AS AGENDAED BY THE COUNTY ENGINEER.
15. THE BOARD TO REVIEW AND CONSIDER APPROVAL OF FUEL SUPPLY AGREEMENT AND BRANDING AGREEMENT WITH WORLD FUEL, AS AGENDAED BY THE GRANTS COORDINATOR.
16. THE BOARD TO REVIEW AND CONSIDER APPROVAL OF VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LIST, E-VERIFY ACKNOWLEDGEMENT, AND VENDOR CERTIFICATION REGARDING LOBBYING FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENT, AS REQUIRED BY THE FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGED, AS AGENDAED BY THE GRANTS COORDINATOR.

17. THE BOARD TO CONSIDER THE BID COMMITTEE'S RECOMMENDATION FOR PRIMARY AND ALTERNATE FOR DISASTER DEBRIS MANAGEMENT SERVICES, AS AGENDAED BY THE EM DIRECTOR.

GENERAL BUSINESS:

18. THE BOARD TO DISCUSS ISSUES REGARDING CONTRACTOR'S ROAD, AND TAKE ACTION AS DETERMINED BY THE BOARD, AS AGENDAED BY JACK BROWN, COUNTY ADMINISTRATOR.

COUNTY ADMINISTRATOR ITEMS:

19. THE COUNTY ADMINISTRATOR TO PRESENT RECOMMENDATION TO FILL THE HUMAN RESOURCES DIRECTOR VACANCY.
20. THE BOARD TO DISCUSS WATER NEEDS OF AMTEC LESS-LETHAL (PROJECT PHOENIX).
21. THE COUNTY ADMINISTRATOR TO PROVIDE A STATUS UPDATE REGARDING TOURNAMENTS AT THE SPORTS COMPLEX.
22. THE COUNTY ADMINISTRATOR TO DISCUSS INFORMATIONAL ITEMS.
23. 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.

24. BOARD INFORMATIONAL ITEMS:
25. EXAMINATION AND APPROVAL OF INVOICES:
26. MOTION TO ADJOURN.

FOR YOUR INFORMATION:

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

www.taylorcountygov.com

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

4-A.

RESOLUTION

IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **GENERAL FUND** for the fiscal period ending September 30, 2013, to be in excess of the advertised budget.

BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **GENERAL FUND** budget for the fiscal year ending September 30, 2013.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
Revenue:		
\$703	001-3343912	DCA Waterfronts FL Grant
Expenditures:		
\$500	0325-56300	Capital/Infrastructure
\$203	0325-54000	Travel & Per Diem
\$ 0	0325-54902	Legal Advertising
\$703	Total	

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 22nd day of January, 2013 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2013 with a motion by Commissioner _____, seconded by Commissioner _____, and carried unanimously.

Annie Mae Murphy, Clerk-Auditor

Chairman

(Balance of grant carried forward from 2012 FYE)

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

Melody Cox
Administrative Services

850-838-3553
850-838-3501 Fax

grants.coordinator@taylorcountygov.com

MEMORANDUM

DATE: January 10, 2013

TO: Tammy

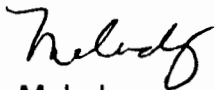
FROM: Melody

RE: Budget Amendment Request Account #0325 Waterfronts FL Grant

R 703.00

Tammy, please prepare a budget amendment for the above referenced grant. I have attached a budget amendment request with the format you had requested in previous years. I determined the carry forward budget from the Expenditure Status Report for Period 13 of FY 2011/2012 which I have also attached.

Thank you.


Melody

c.c. Dustin Hinkle

BUDGET AMENDMENT REQUEST
2012-2013 FISCAL YEAR

DEPARTMENT: Dept. 0325 Waterfront FL Grant
AMENDMENT REQUEST JANUARY 10, 2013

Expenditure

<u>Account #</u>	<u>Account Description</u>	<u>Budgeted 10/01/11</u>	<u>Amended Amount</u>	<u>Amendment</u> ✓
54000	Travel & Per Diem	-0-	\$203	\$203
56300	Capital Infrastructure	-0-	\$500	\$500

Total Amendment Requested \$703.00

****THIS GRANT WILL BE PROVIDING MATCH FUNDS FOR THE CPI
 IDEAL/STEINHATCHEE PARK AND BOAT RAMP GRANT. WATERFRONTS WILL
 BE PROVIDING NATIVE LANDSCAPING MATERIALS FOR THE NEW PICNIC
 FACILITY WHICH WILL BE CONSTRUCTED AT THE PROJECT SITE.**

Nelody Cox

1-10-2013

Total Budget carried forward FY 2012-2013 \$703.00

SUNGARD PENTAMATION, INC.
DATE: 01/14/2013
TIME: 14:47:26

TAYLOR COUNTY BOARD OF COMMISSIONERS
GASB REVENUE STATUS REPORT

PAGE NUMBER: 1
EXPSTA11

SELECTION CRITERIA: orgn.fund='001' and revledgr.account='3343912'
ACCOUNTING PERIOD: 13/12

SORTED BY: FUND,FUNCTION,ACTIVITY,TOTL/DEPT,ACCOUNT
TOTALED ON: FUND,TOTL/DEPT
PAGE BREAKS ON: FUND,TOTL/DEPT

FUND-001 GENERAL FUND
FUNCTION-001 FUND GROUP - 001
ACTIVITY- TITLE NOT FOUND
TOTL/DEPT- TITLE NOT FOUND

ACCOUNT	TITLE	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET VARIANCE	ACTUAL Y-T-D REV	AVAILABLE BALANCE	YTD/ BUD
3343912	DCA/WATERFRONTS FL GRANT	.00	703.00	703.00	.00	703.00	.00
TOTAL GENERAL FUND		.00	703.00	703.00	.00	703.00	.00
TOTAL REPORT		.00	703.00	703.00	.00	703.00	.00

*Yout
Revised Balance
7/11/12
JK*

SUNGARD PENTAMATION, INC.

DATE: 01/14/2013

TIME: 14:40:40

TAYLOR COUNTY BOARD OF COMMISSIONERS
GASB EXPENDITURE STATUS REPORT

PAGE NUMBER: 1
EXPSTA11

SELECTION CRITERIA: expledgr.key_orgn='0325'
ACCOUNTING PERIOD: 13/12

SORTED BY: FUND, FUNCTION, ACTIVITY, TOTL/DEPT, ACCOUNT
TOTALED ON: FUND, TOTL/DEPT
PAGE BREAKS ON: FUND, TOTL/DEPT

FUND-001 GENERAL FUND
FUNCTION-530 PHYSICAL ENVIRONMENT
ACTIVITY-537 CONSERVATN & RESOURCE MGT
TOTL/DEPT-0325 WATERFRONT FL GRANT/DCA

ACCOUNT	TITLE	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET VARIANCE	ACTUAL Y-T-D EXP	AVAILABLE BALANCE	YTD/ BUD
51200	REGULAR SALARIES & WAGES	.00	.00	.00	.00	.00	.00
53101	PROFESSIONAL SERVICES	.00	400.00	400.00	.00	400.00	.00
53401	CONTRACTUAL SERVICES	.00	.00	.00	.00	.00	.00
54000	TRAVEL & PER DIEM	.00	98.00	98.00	.00	98.00	.00
54100	COMMUNICATIONS	.00	.00	.00	.00	.00	.00
54902	LEGAL ADVERTISING	.00	205.00	205.00	.00	205.00	.00
54907	LICENSE/PERMIT/REGISTRAT	.00	.00	.00	.00	.00	.00
	TOTAL WATERFRONT FL GRANT/DCA	.00	703.00	703.00	.00	703.00	.00
	TOTAL GENERAL FUND	.00	703.00	703.00	.00	703.00	.00
	TOTAL REPORT	.00	703.00	703.00	.00	703.00	.00

Grant Expenditure Balance 8/30/12
to FYE'12

ny

RESOLUTION

IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect a (shortfall) of monies for a particular purpose which caused the **AFFORDABLE HOUSING FUND (2007-2008 GRANT)** for the fiscal period ending September 30, 2013, to be less than the advertised budget.

BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **AFFORDABLE HOUSING FUND** budget for the fiscal year ending September 30, 2013.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
\$ (277)	147-3899010	Cash Brought Forward- 2007/2008 SHIP Grant
\$ (277)	0414-54902	Legal Advertising

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 22nd day of January, 2013 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2013 with a motion by Commissioner _____, seconded by Commissioner _____, and carried unanimously.

Annie Mae Murphy, Clerk-Auditor

Chairman

(2013 Budget was Overstated)

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

Melody Cox

850-838-3553

Administrative Services

850-838-3501 Fax

grants.coordinator@taylorcountygov.com

MEMORANDUM

DATE: January 10, 2013

TO: Tammy

FROM: Melody

RE: Budget Amendment Request Account #0414 SHIP 2007/2008

\$ (277)

Tammy, please prepare a budget amendment for the above referenced grant. I have attached a budget amendment request with the format you had requested in previous years. I determined the carry forward budget from the Expenditure Status Report for Period 13 of FY 2011/2012 which I have also attached.

Thank you.

Melody
Melody

c.c. Dustin Hinkle

BUDGET AMENDMENT REQUEST
2012-2013 FISCAL YEAR

DEPARTMENT: Dept. 0414 SHIP Grant 2007/2008
AMENDMENT REQUEST JANUARY 10, 2013

Expenditure

<u>Account #</u>	<u>Account Description</u>	<u>Budgeted 10/01/11</u>	<u>Amended Amount</u>	<u>Amendment</u>
54902	Legal Advertising	\$500.00	\$223.69	--\$276.31

Total Amendment Requested ~~-\$276.31~~

Total Budget carried forward FY 2012-2013 \$1,523.69

Thelma Co
1-10-2013

AFFORDABLE HOUSING FUND - GRANT
ANALYSIS OF FUNDS @ FISCAL YEAR END

2007/2008 SHIP GRANT (FD 147)

BEGINNING BALANCE 10/1/11	\$ 52,067.64
REVENUE	\$ -
EXPENDITURES	<u>\$ (50,544.32)</u>
ENDING BALANCE 9/30/12	<u><u>\$ 1,523.32</u></u>

*Budgeted @ 12/1/12
\$1,800*

*↓
2013 Budget
overstated
(\$ 277.00)*

26
Prepared by: Tammy Taylor, Finance Director 1/15/13

R E S O L U T I O N

IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect a (shortfall) of monies for a particular purpose which caused the **AFFORDABLE HOUSING FUND (2008-2009 GRANT)** for the fiscal period ending September 30, 2013, to be less than the advertised budget.

BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **AFFORDABLE HOUSING FUND** budget for the fiscal year ending September 30, 2013.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
\$(328)	140-3899010	Cash Brought Forward- 2008/2009 SHIP Grant
\$(328)	0406-55101	Office Supplies

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 22nd day of January, 2013 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2013 with a motion by Commissioner _____, seconded by Commissioner _____, and carried unanimously.

Annie Mae Murphy, Clerk-Auditor

Chairman

(2013 Budget was Overstated)

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

Melody Cox
Administrative Services

850-838-3553
850-838-3501 Fax

grants.coordinator@taylorcountygov.com

MEMORANDUM

DATE: January 10, 2013

TO: Tammy

FROM: Melody

RE: Budget Amendment Request Account #0406 SHIP 2008/2009

Decrease
(#328)

Tammy, please prepare a budget amendment for the above referenced grant. I have attached a budget amendment request with the format you had requested in previous years. I determined the carry forward budget from the Expenditure Status Report for Period 13 of FY 2011/2012 which I have also attached.

Thank you.

Melody
Melody

c.c. Dustin Hinkle

BUDGET AMENDMENT REQUEST
2012-2013 FISCAL YEAR

DEPARTMENT: Dept. 0406 SHIP Grant 2008/2009
AMENDMENT REQUEST JANUARY 10, 2013

Expenditure

<u>Account #</u>	<u>Account Description</u>	<u>Budgeted 10/01/11</u>	<u>Amended Amount</u>	<u>Amendment</u>
55101	Office Supplies	\$427.00	\$98.44	- \$328.56

Total Amendment Requested -~~\$328.56~~ *(Rounded off)*

Melody Cue
01-10-2013

Total Budget carried forward FY 2012-2013 \$18,763.44

AFFORDABLE HOUSING FUND - GRANT
ANALYSIS OF FUNDS @ FISCAL YEAR END

2008/2009 SHIP GRANT (FD140)

BEGINNING BALANCE 10/1/11	\$	103,996.31
REVENUE	\$	-
Grant	\$	-
Interest	\$	-
deferred revenue adjustment	\$	-
EXPENDITURES	\$	(85,232.56)
ENDING BALANCE 9/30/11	\$	<u>18,763.75</u>

10/1/12
Budgeted
* 19,092.00

26
Prepared by: Tammy Taylor, Finance Director (1/14/13)

(#328)
2013 Budget over stated -
10 Reduce

R E S O L U T I O N

IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect a (shortfall) of monies for a particular purpose which caused the **AFFORDABLE HOUSING FUND (2009-2010 GRANT)** for the fiscal period ending September 30, 2013, to be less than the advertised budget.

BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **AFFORDABLE HOUSING FUND** budget for the fiscal year ending September 30, 2013.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
\$(1,119)	148-3899010	Cash Brought Forward- 2009/2010 SHIP Grant
\$(1,119)	0415-58310	Homebuyers Assistance

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 22nd day of January, 2013 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2013 with a motion by Commissioner _____, seconded by Commissioner _____, and carried unanimously.

Annie Mae Murphy, Clerk-Auditor

Chairman

(2013 Budget was Overstated)

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

Melody Cox
Administrative Services

850-838-3553
850-838-3501 Fax

grants.coordinator@taylorcountygov.com

MEMORANDUM

DATE: January 10, 2013

TO: Tammy

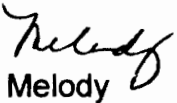
FROM: Melody

RE: Budget Amendment Request Account #0415 SHIP 2009/2010

Decrease
(+1,119)

Tammy, please prepare a budget amendment for the above referenced grant. I have attached a budget amendment request with the format you had requested in previous years. I determined the carry forward budget from the Expenditure Status Report for Period 13 of FY 2011/2012 which I have also attached.

Thank you.


Melody

c.c. Dustin Hinkle

BUDGET AMENDMENT REQUEST
2012-2013 FISCAL YEAR

DEPARTMENT: Dept. 0415 SHIP Grant 2009/2010
AMENDMENT REQUEST JANUARY 10, 2013

Expenditure

<u>Account #</u>	<u>Account Description</u>	<u>Budgeted 10/01/11</u>	<u>Amended Amount</u>	<u>Amendment</u>
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58310	Homebuyers Assist	\$6,500.00	\$5,630.35	-\$1,119.60
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Total Amendment Requested - \$1,119.60

*(revised)
86
1-14-13*

Total Budget carried forward FY 2012-2013 \$5,630.35

Rebody Co

1-10-2013

AFFORDABLE HOUSING FUND - GRANT
ANALYSIS OF FUNDS @ FISCAL YEAR END

2009/2010 SHIP GRANT (FD148)

BEGINNING BALANCE 10/1/11 \$ 6,750.50

REVENUE \$ -

Grant \$ -

Interest \$ -

EXPENDITURES \$ (1,119.65)

ENDING BALANCE 9/30/12 \$ 5,630.85

*Budget 10/1/12
6,750*

to
Prepared by: Tammy Taylor, Finance Director (1/14/13)

*(1,119)
Shortfall on
Carry-forward -
Reduce 2013 Budget*

R E S O L U T I O N

IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **AFFORDABLE HOUSING FUND (2011-2012 GRANT)** for the fiscal period ending September 30, 2013, to be in excess of the advertised budget.

BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **AFFORDABLE HOUSING FUND** budget for the fiscal year ending September 30, 2013.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
\$48,045	141-3899010	Cash Brought Forward- 2011/2012 SHIP Grant
\$ 2,750	0407-53401	Contractual Services
\$45,295	0407-58321	Rehabilitation

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 22nd day of January, 2013 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2013 with a motion by Commissioner _____, seconded by Commissioner _____, and carried unanimously.

Annie Mae Murphy, Clerk-Auditor

Chairman

(2013 Budget was understated)

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

Melody Cox
Administrative Services

850-838-3553
850-838-3501 Fax

grants.coordinator@taylorcountygov.com

MEMORANDUM

DATE: January 10, 2013

TO: Tammy

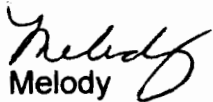
FROM: Melody

RE: Budget Amendment Request Account #0407 SHIP 2011/2012

48,045
Increase

Tammy, please prepare a budget amendment for the above referenced grant. I have attached a budget amendment request with the format you had requested in previous years. I determined the carry forward budget from the Expenditure Status Report for Period 13 of FY 2011/2012 which I have also attached.

Thank you.


Melody

c.c. Dustin Hinkle

BUDGET AMENDMENT REQUEST

2012-2013 FISCAL YEAR

DEPARTMENT: Dept. 0407 SHIP Grant 2011/2012
AMENDMENT REQUEST JANUARY 10, 2013

Expenditure

<u>Account #</u>	<u>Account Description</u>	<u>Budgeted 10/01/11</u>	<u>Amended Amount</u>	<u>Amendment</u>
53401	Contractual Services	\$12,250.00	\$15,000.00	\$2,750.00
58321	Rehabilitation	\$75,000.00	\$120,035.14	\$45,035.14
				45,295.00

Total Amendment Requested ^{\$48,045} ~~\$47,785.14~~

amendment
D.C.

Total Budget carried forward FY 2012-2013 \$156,235.14

plus ^{\$}260.50 = \$156,495.00
Interest

Melody Coo

01-10-2013

Budget Carried Forward
9/30/12
→ budgeted 10/1/12

excess

1-14-13

AFFORDABLE HOUSING FUND - GRANT
ANALYSIS OF FUNDS @ FISCAL YEAR END

2011/2012 SHIP GRANT (FD141)

BEGINNING BALANCE 10/1/11 \$ 349,668.80

REVENUE \$ 260.50

Grant \$ -
Interest \$ 260.50

EXPENDITURES \$ (193,433.86)

ENDING BALANCE 9/30/12 \$ 156,495.44

CF
\$156,495

56
Prepared by: Tammy Taylor, Finance Director (1/14/13)

Budgeted
at 10/1/12 \$108,450

CF (Cost)
\$ 48,045
(To Increase
2013 Budget)

4-B.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

THE BOARD TO APPROVE PROPOSED TASK ORDER WITH CAUSSEaux, HEWETT & WALPOLE, INC. TO PROVIDE CONSTRUCTION ENGINEERING & INSPECTION SERVICES FOR THE WIDENING/RESURFACING OF HOLT RD FROM GOLF COURSE RD TO PUCKETT RD.

MEETING DATE REQUESTED:

January 22, 2013

Statement of Issue:

The Board to approve proposed Task Order No. 2009-001-ENG-12 with Causseaux, Hewett & Walpole, Inc. to provide Construction Engineering & Inspection services for the Holt Rd Widening/Resurfacing project.

Recommended Action:

Staff recommends that the Board approve the proposed Task Order with Causseaux, Hewett & Walpole, Inc. for Construction Engineering & Inspection services for the Holt Rd Widening/Resurfacing project in an amount not to exceed \$61,797.00.

Fiscal Impact: FISCAL YR 2012/13 - \$61,797.00, NTE

Budgeted Expense: YES

Submitted By: ENGINEERING DIVISION

Contact: COUNTY ENGINEER

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

The Board recently received proposals and is expected to execute a contract in the amount of \$699,000.00 with Anderson Columbia Co., Inc. to Widen/Resurface Holt Rd from Golf Course Rd to Puckett Rd. The proposed scope of work will include widening 1.29 miles to a 22 ft paved roadway, stormwater system improvements, and signage and pavement markings, as more fully detailed in the project plans and specifications. Funding for the widening/resurfacing of Holt Road is from District 5 paving funds, which has \$760,797.00 available at the time of the award to Anderson Columbia Co., Inc. in the amount of \$699,000.00, leaving an available balance of \$61,797.00.

As outlined in their proposal and more fully detailed in their attachments, Causseaux, Hewett, & Walpole, Inc. (CHW) has proposed a Task Order to provide Construction Engineering and Inspection (CEI) services to the County under their previously awarded General Engineering Services Contract. That contract was structured to allow for Task Orders to be issued based on the relevant project and the service needed.

Though this Task Order is expected to be a more costly option than providing such services in-house, it is overall more efficient in this instance as it will allow this project to be completed expeditiously while affording Staff the ability to focus on completing design of other active and planned projects. Therefore, Staff recommends that the Board approve the proposed Task Order with Causseaux, Hewett & Walpole, Inc. for Construction Engineering & Inspection services for the Holt Rd Widening/Resurfacing project in an amount not to exceed \$61,797.00.

Options:

- 1) Approve the proposed Task Order.
- 2) Reject the proposed Task Order and state reasons for such denial.

Attachments:

Task Order No. 2009-001-ENG-12 proposal



*Focused on Excellence
Delivered with Integrity*

December 4, 2012
Revised January 15, 2013

Kenneth Dudley, P.E.
County Engineer
Taylor County
201 E. Green Street
Perry, Florida 32347

Ref: Holt Road
Construction Phase Services
Taylor County, FL

Dear Kenneth:

We submit this proposal to provide Construction Engineering Inspection services (CEI) based upon your email request for proposal of December 4, 2012. Our proposed scope of services is similar to the services we are providing for the County on other roadway projects. We estimate our total costs based upon the construction schedule provided 130 days to final acceptance. The total estimated cost is **\$61,797.00**. This fee becomes a NOT-TO-EXCEED FEE and all work will be based on a time and materials basis per our contract fee structure.

The responsibilities of the Causseaux, Hewett, & Walpole, Inc. (CHW) on this project are:

SCOPE:

CHW shall be responsible for providing services as defined in this Scope of Services, the referenced FDOT manuals, and procedures. The project for which the services are required is Andrew Reams Road.

CHW shall exercise our independent professional judgment in performing our obligations and responsibilities under this Agreement. Services provided by CHW shall comply with appropriate manuals, procedures, and memorandums in effect as of the date of execution of the Agreement unless otherwise directed in writing by the County.

132 NW 76th Drive
Gainesville, Florida 32607

Phone: (352) 331-1976
Fax: (352) 331-2476
www.chw-inc.com

LENGTH OF SERVICE:

CHW's services for this Construction Contract shall begin upon written notification to proceed by the County. For the duration of the project, CHW shall coordinate closely with the County and Contractor to minimize rescheduling activities due to construction delays or changes in scheduling of Contractor activities. The anticipated letting schedules and construction times for the project is 130 days total, this includes project setup and 3 days for Plan QC and site visits. It is anticipated that full time inspection will not be required after substantial inspection.

GENERAL:

It shall be the responsibility of CHW to administer, monitor, and inspect the Construction Contract such that the project is constructed in reasonable conformity with the plans, specifications, and special provisions for the Construction Contract.

CHW shall observe the Contractor's work to determine the progress and quality of work, identify discrepancies, report significant discrepancies to the County, and direct the Contractor to correct such observed discrepancies. CHW is designated by the County to negotiate and approve Supplemental Agreements that do not effect time or cost. CHW will report such activities in the weekly log. Any other Supplemental Agreements must be determined to be in accordance with Florida law by the County prior to approval by CHW. For any Supplemental Agreement, which include time or cost, CHW shall prepare the Supplemental Agreement as a recommendation to the County, which the County may accept, modify or reject upon review. CHW shall consult with the County, as it deems necessary and shall direct all issues, which exceed its delegated authority to the County for action or direction. CHW shall advise the County of any significant omissions, substitutions, defects, and deficiencies noted in the work of the Contractor and the corrective action that has been directed to be performed by the Contractor. CEI services provided by CHW shall not relieve the Contractor of responsibility for the satisfactory performance of the Construction Contract.

VEHICLES:

Vehicles will be equipped with appropriate safety equipment and must be able to effectively carry out the requirements of this Agreement. Vehicles shall have the CHW name and phone number visibly displayed on both sides of the vehicle.

FIELD EQUIPMENT:

CHW shall supply survey and inspection equipment, and will sub-contract with a testing company to supply testing equipment essential in order to carry out the work under this Agreement, as applicable. Such equipment includes those non-consumable and non-expendable items, which are normally needed for a CEI project and are essential in order to carry out the work under this Agreement.

LICENSING FOR EQUIPMENT OPERATIONS:

CHW will be responsible for obtaining proper licenses for equipment and personnel operating equipment when licenses are required. CHW shall make the license and supporting documents available to the County for verification, upon request.

ON-SITE INSPECTION, SAMPLING & TESTING:

CHW shall monitor the Contractor's on-site construction activities and inspect materials entering into the work in accordance with the plans, specifications, and special provisions for the Construction Contract to determine that the projects are constructed in reasonable conformity with such documents.

CHW shall keep accurate records of the Contractor's daily operations and of significant events that affect the work. CHW shall be responsible for monitoring the contractor's inspection of Contractor's Work Zone Traffic Control Plan and review of modifications to the Work Zone Traffic Control Plan, including Alternate Work Zone Traffic Control Plan, in accordance with the FDOT's procedures.

Specific CEI services are listed below:

1. MOT, Erosion Control and Preconstruction Conferences: Prepare for and conduct the MOT, Erosion Control and Preconstruction Conferences. Address and resolve all issues that arise at the meeting with appropriate offices, agencies and the County. Prepare and distribute detailed minutes of the meeting.
2. Administer Periodic Construction Phase Meetings: Prepare the agenda, attend, and conduct meeting every week with County personnel, contractor, sub-contractors, utility personnel and other agencies affected by the project. Be prepared to discuss recent progress, upcoming events in the schedule, and problems associated with the project. Record significant information revealed and discussed at the meeting, and distribute written minutes to the appropriate parties.
3. Project Administration: Provide project administration and coordinate with the County during the construction phase. Prepare for and attend, when requested, any periodic or in-depth County inspections that may be conducted on the project related to project work, progress or records. Prepare for, cooperate with, and assist others that may be assigned to review project records, payments, reports, etc. Provide ample inspectors, testing laboratory personnel, and assistance to adequately oversee all work being done on the contract. Monitor CHW hours worked on the project and justify need for overtime for approval. Manage and coordinate the activities of the testing company under sub-contract services to CHW. Prior to starting work, submit to County a listing of personnel assigned to the project for review and approval. In

addition, a list of persons with emergency phone numbers should always be supplied to the County and be available at any time in the case of an emergency on the project during the course of the construction phase of services. The project Administrator should also obtain from the contractor a list of contractor's personnel that will be responsible for any occurrence that may arise on the project for the life of the project construction.

4. Provide Construction Inspection: Provide effective and qualified monitoring of all inspection services being conducted by the contractor's testing personnel. All field technicians must be certified in the applicable FDOT certification workshops listed below:
 - Asphalt Roadway Paving Inspector (full time during paving operations)
 - Earthwork Technician (as needed)
 - SWPPP Certified (as needed)
 - MOT Certified (as needed)
5. Conduct Field Surveys: Monitor contractor's surveying services to verify original, final, as well as progress estimate quantities for payment of all earthwork pay items to the contractor. CHW will review the contractor's established horizontal and vertical control on the project to be utilized for construction layout. CHW will be prepared to justify quantities in case of discrepancies by contractors or the County. Upon request, check construction layout when deemed necessary by the County. CHW shall check the survey control baseline(s) along with sufficient baseline control points and bench marks at appropriate intervals along the project in order to: (1) use such measurements as are necessary to calculate and document quantities, (2) use preconstruction and final cross section surveys from the contractor of the project site in those areas where earthwork (i.e., embankment, excavation, subsoil excavation, etc.) is part of the construction project, and (3) perform incidental engineering surveys when requested by the County. The County will establish the specific survey requirements for this project prior to construction, if required.
6. Supplemental Agreements/Construction Change, Force Account, VECP: Notify the County of the necessity of any Supplemental Agreements/Construction Changes. Negotiate prices for additional pay items with the contractor while adhering the "Average Unit Price" listing when possible. Coordinate acceptance of prices with the County. Any work that cannot be negotiated with the prime contractor will be pursued by Force Account as defined in the Standard Specifications. Submit Value Engineering Change Proposals to the County for analysis and distribution.
7. Reporting: It shall be the responsibility of CHW to ensure that any and all reporting required by the County are met. CHW shall ensure that all reporting required for 100% reimbursement to the County is properly completed and submit according to FDOT guidelines.

8. Quality Assurance and Testing for Acceptance: The intent is for CHW or its testing company sub-consultant to monitor and oversee the testing provided by the contractor in the field as defined in the Contract, Plans or Specifications, to monitor and oversee documentation of testing by the contractor. Also included as the responsibility of CHW is miscellaneous verification of application rates and dimensions and bearings to assure conformance to Plans and Specifications. In case of notification of defective asphalt as defined in the Specifications, CHW will submit the initial information and receive the final disposition of the material after review. Certifications of material submitted by the contractor will be reviewed by CHW for conformity to the Project Specifications. The certification documents submitted to the County will also be reviewed for completeness and conformance to the contract document. A Final Materials and Tests Certification as provided by the contractor will be submitted to the County with the Final Records.
9. Progress Payments: CHW will review the contractor's Progress Payments to verify the quantities using actual project field records, as directed by Special Provisions in the contract, from Supplemental Agreements/Construction Changes or Force Accounts. The quantities for payment will be referenced to field records prior to submission to the County to recommend payment. Test reports will be on file prior to payment. The County must approve any waiver of testing documents prior to payment. Payments for stockpiled material may be made as defined in the Standard Specifications and approved by the County.
10. Revisions to the Contract Plans: Any revisions to the contract plans or cross sections are the responsibility of the County Engineer.
11. Distribution of Correspondence: Submit to the County a copy of all correspondence between the Engineer of Record, contractor, subcontractors, or others concerning matters related to the project. Maintain an office file copy for submission with the project Final Records.
12. Inspection of Work: Provide inspection services for conformance to Plans and Specifications for all roadway, structures, and specialty items that are being incorporated into the project. Observe and verify the contractor's measurements and records of quantities for payment. Record field measurements in project records for review by the County or auditors. The records will be compiled and submitted to the County. Verify contractor's inspection of traffic control daily, and additionally as required or requested. Notify the contractor of deficiencies or observed problems immediately. Verify any and all pay quantities in the case of questions by the contractor or County. Prepare an accurate daily diary, signed by the inspector, consisting of:
 - Record of the contractors on the project
 - Their personnel (number and classification)
 - Equipment (number and type or size)

- Location and work performed by each contractor or subcontractor
 - Orders given the contractor
 - Events of note on the project
 - Accidents on the project and any details surrounding the accident such as police report number, fatalities, causes, time, etc. Obtain a copy of the police report for the project records whenever possible.
 - Weather, amount of precipitation, temperature at morning, noon, and evening, cloudy, clear, etc.
 - Days charged, with explanation if not charged
 - Equipment arriving or leaving the project, idle equipment
 - Any other details that may be important later in the project life
13. Reports: There are numerous reports, documents, etc., that must be generated in the process of contract administration. A copy (electronic and paper) will be provided to the County prior to construction, on a weekly basis or as needed. Any questions regarding the requirements can be forwarded to the County for clarification at any time.
14. Final Records: Submit a compilation of project records in the FDOT's standard format to the County (Final Records) after project completion. Make corrections when/if notified and resubmit the records and a final estimate for the project at the appropriate time. Submit all final forms (FHWA-47, CC3, etc.) with the final records. Coordinate consultant hours after the project completion with the County for approval.
15. Project Claims: Prepare documentation and assist in the defense of the County, when requested, in preparation for Claims or possible Claims resulting in the execution of the contract.
16. Utility Relocation Coordination: Utility relocations are not a part of this contract and are being performed by the respective utility company.
17. Materials Testing Laboratory: Provide designated materials testing laboratory through a qualified sub-consultant for all applicable testing requirements to include asphalt plant testing and concrete strength testing if required.

We trust this scope of services is acceptable. If you have any questions or need additional information, please call our office.

Sincerely,



Robert J. Walpole, PE
Vice President

G:\Library\CHWP\Proposals\Taylor County\IPROP_120115_Holt_Road_Taylor_County_Proposal for CEI Services.doc

PROFESSIONAL ENGINEERING SERVICES AGREEMENT

TASK ORDER NO.: 2009-001-ENG-12

PURCHASE ORDER NO.: _____

(For billing purposes only, to be assigned by COUNTY after execution.)

PROJECT: Holt Road

COUNTY: TAYLOR COUNTY, a political subdivision of the State of Florida.

CONSULTANT: **Causseaux, Hewett & Walpole, Inc.**
6011 NW 1st Place
Gainesville, FL 32607
352-331-1976

Execution of the Task Order by COUNTY shall serve as authorization for CONSULTANT to provide for the above project, professional services as set out in the Scope of Services included as RECITALS to that certain Agreement of June 19, 2009 between the COUNTY and the CONSULTANT and further delineated in the specifications, conditions and requirements stated in the following listed documents which are attached hereto and made a part hereof: proposal letter dated January 15, 2013

Whenever the Task Order conflicts with said Agreement, the Agreement shall prevail.

TIME FOR COMPLETION: The work authorized by this Task Order shall commence upon being executed by COUNTY and returned to CONSULTANT and shall be completed within One Hundred Thirty (130) calendar days.

METHOD OF COMPENSATION:

(a) This Task Order is issued on a:

☐ Fixed Fee basis

☒ Time basis method with a Not-to-Exceed amount

☐ Time basis method with a Limitation of Funds amount

(b) If the compensation is based on a "Fixed Fee Basis," then CONSULTANT shall perform all work required by this Task Order for the sum of _____ DOLLARS (\$ _____). In no event shall CONSULTANT be paid more than the Fixed Fee Amount.

(c) If the compensation is based on a "Time Basis Method" with a Not-to-Exceed Amount, then CONSULTANT shall perform all work required by this Task Order for a sum not exceeding Sixty One Thousand Seven Hundred Ninety Seven DOLLARS (\$ 61,797.00). CONSULTANT's compensation shall be based on the actual work required by this Task Order.

(d) If the compensation is based on a "Time Basis Method" with a Limitation of Funds Amount, then CONSULTANT is not authorized to exceed the Limitation of Funds amount of _____ DOLLARS (\$ _____) without prior written approval of the COUNTY. Such approval, if given by the COUNTY, shall indicate a new Limitation of Funds amount. CONSULTANT shall advise the COUNTY whenever CONSULTANT has incurred expenses on this Task Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount. The COUNTY shall compensate CONSULTANT for the actual work performed under this Task Order based on supporting documentation of work performed.

The COUNTY shall make payment to CONSULTANT in strict accordance with the payment terms of the above-referenced Agreement.

It is expressly understood by CONSULTANT that this Task Order, until executed by the COUNTY, does not authorize the performance of any services by CONSULTANT and that the COUNTY, prior to its execution of the Task Order, reserves the right to authorize any party other than CONSULTANT to perform the services, or a portion thereof, called for under this Task Order if it is determined that to do so is in the best interest of the COUNTY.

IN WITNESS WHEREOF, the parties hereto have made and executed this Task Order on this _____ day of _____, for the purposes stated herein.

Cathy [Signature]
Witness

Causseaux Hewett & Walpole, Inc.

By: [Signature]
Signature

Robert J. Walpole

Print Name

Title: President

TAYLOR COUNTY, FLORIDA

By: _____
Signature

Print Name

Title: _____

Date: _____

4-C.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO CONSIDER PAYMENT OF INVOICE IN THE AMOUNT OF \$37,500, FOR EMERGENCY MEDICAL SERVICES (EMS) FOR THE MONTH OF JANUARY, 2013, AS REQUESTED BY DOCTORS' MEMORIAL HOSPITAL (DMH).

MEETING DATE REQUESTED:

JANUARY 22, 2013

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

Recommended Action: Approve payment of invoice

Fiscal Impact: \$37,500.00

Budgeted Expense: Yes

Submitted By: Doctors' Memorial Hospital

Contact: General Accounting (850) 584-0800

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

Attachments: Invoice #0132



INVOICE

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

Invoice Number: 0132
Invoice Date: January 14, 2013

Invoice for Emergency Medical Services for Taylor County for January 2013.
(Includes Steinhatchee EMS location.)

Please remit \$37,500.00

Please send payment to:

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

Thank You!

APPROVED FOR PAYMENT

\$ 37,500.00

BY: _____

DATE: 1/22/13

ACCT#: 0240-53401

ACCT NAME: EMS

4-D.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Board to approve Satisfaction of Second Mortgage for Esther Lynn Davis who received First Time Home Buyers Down Payment Assistance through the SHIP Program. All terms of the Second Mortgage Agreement have been satisfied.

MEETING DATE REQUESTED:

January 22, 2013

Statement of Issue: Requesting Board to approve Satisfaction of Second Mortgage for the above referenced.

Recommended Action: Approve Satisfaction of Second Mortgage

Fiscal Impact: Not applicable

Budgeted Expense: Y/N

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Esther Lynn Davis received First Time Home Buyers Down Payment Assistance in the amount of \$7,000.00 through the SHIP Program December 10, 2007. All terms of the Second Mortgage Agreement have been satisfied.

Attachments: Satisfaction of Second Mortgage

SATISFACTION OF SECOND MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That We, **TAYLOR COUNTY, FLORIDA**, the owners and holders of a certain Second Mortgage Under Taylor County, Florida Local Housing Partnership Down Payment Assistance Program executed by **ESTHER LYNN DAVIS, a single person** bearing date the 10th day of December, A. D. 2007, recorded in Official Records Book 615, pages 50 - 60, in the office of the Clerk of the Circuit Court of Taylor County, State of Florida, securing a sum of \$7,000.00, and certain promises and obligations set forth in said mortgage deed, upon the property situate in said State and County described as follows, to-wit:

LOT 16, BLOCK "A" QUAIL POINTE SUBDIVISION, ACCORDING TO THE MAP OR PLAT OF SAID SUBDIVISION ON RECORD IN THE OFFICE OF THE CLERK OF CIRCUIT COURT OF TAYLOR COUNTY, FLORIDA IN PLAT BOOK 1 PAGE 175.

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

WITNESS my hand and seal this ____ day of _____, 2013.

Signed, Sealed and Delivered
in Presence of:

_____(SEAL)
PAM FEAGLE, Chairperson
BOARD OF COUNTY COMMISSION
TAYLOR COUNTY, FLORIDA

ATTEST:

ANNIE MAE MURPHY, Clerk

STATE OF FLORIDA
COUNTY OF TAYLOR

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

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2013.

NOTARY PUBLIC

My Commission Expires:

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

4-E.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Board to approve Satisfaction of Second Mortgage for Felicia Avis Crocker who received First Time Home Buyers Down Payment Assistance through the SHIP Program. All terms of the Second Mortgage Agreement have been satisfied.

MEETING DATE REQUESTED:

January 22, 2013

Statement of Issue: Requesting Board to approve Satisfaction of Second Mortgage for the above referenced.

Recommended Action: Approve Satisfaction of Second Mortgage

Fiscal Impact: Not applicable

Budgeted Expense: Y/N

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Felicia Avis Crocker received First Time Home Buyers Down Payment Assistance in the amount of \$6,838.83 through the SHIP Program December 21, 2007. All terms of the Second Mortgage Agreement have been satisfied.

Attachments: Satisfaction of Second Mortgage

SATISFACTION OF SECOND MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That We, **TAYLOR COUNTY, FLORIDA**, the owners and holders of a certain Second Mortgage Under Taylor County, Florida Local Housing Partnership Down Payment Assistance Program executed by **FELICIA AVIS CROCKER, a single person** bearing date the 21st day of December, A. D. 2007, recorded in Official Records Book 615, pages 61-71, in the office of the Clerk of the Circuit Court of Taylor County, State of Florida, securing a sum of \$6,838.83, and certain promises and obligations set forth in said mortgage deed, upon the property situate in said State and County described as follows, to-wit:

LOT 10 BLOCK "E" IN PERRY PARK SUBDIVISION, AS PER PLAT OF RECORD IN
THE CLERK OF THE CIRCUIT COURT OF TAYLOR COUNTY, FLORIDA.

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

WITNESS my hand and seal this ____ day of _____, 2013.

Signed, Sealed and Delivered
in Presence of:

_____(SEAL)
PAM FEAGLE, Chairperson
BOARD OF COUNTY COMMISSION
TAYLOR COUNTY, FLORIDA

ATTEST:

ANNIE MAE MURPHY, Clerk

STATE OF FLORIDA
COUNTY OF TAYLOR

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

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2013.

NOTARY PUBLIC

My Commission Expires:

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

4-f.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Board to approve Satisfaction of Second Mortgage for Ronald Johnson who received First Time Home Buyers Down Payment Assistance through the SHIP Program. All terms of the Second Mortgage Agreement have been satisfied.

MEETING DATE REQUESTED:

January 22, 2013

Statement of Issue: Requesting Board to approve Satisfaction of Second Mortgage for the above referenced.

Recommended Action: Approve Satisfaction of Second Mortgage

Fiscal Impact: Not applicable

Budgeted Expense: Y/N

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Ronald Johnson received First Time Home Buyers Down Payment Assistance in the amount of \$10,000.00 through the SHIP Program January 7, 2008. All terms of the Second Mortgage Agreement have been satisfied.

Attachments: Satisfaction of Second Mortgage

SATISFACTION OF SECOND MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That We, **TAYLOR COUNTY, FLORIDA**, the owners and holders of a certain Second Mortgage Under Taylor County, Florida Local Housing Partnership Down Payment Assistance Program executed by **RONALD JOHNSON, a single person** bearing date the 7th day of January, A. D. 2008, recorded in Official Records Book 616, pages 201- 211, in the office of the Clerk of the Circuit Court of Taylor County, State of Florida, securing a sum of \$10,000.00, and certain promises and obligations set forth in said mortgage deed, upon the property situate in said State and County described as follows, to-wit:

SEE ATTACHED SCHEDULE "A"

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

WITNESS my hand and seal this ____ day of _____, 2013.

Signed, Sealed and Delivered
in Presence of:

_____(SEAL)
PAM FEAGLE, Chairperson
BOARD OF COUNTY COMMISSION
TAYLOR COUNTY, FLORIDA

ATTEST:

ANNIE MAE MURPHY, Clerk

STATE OF FLORIDA
COUNTY OF TAYLOR

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

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2013.

NOTARY PUBLIC

My Commission Expires:

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

Schedule A

The following described property located, lying and being in Taylor County, Florida:

Lot 6:

Commence at the NE corner of the SE quarter of the NE quarter of section 2, Township 5 South, Range 7 East, thence run S 0 degrees 11'25" W along the forty acre line 455.0 feet; thence run S 89 degrees, 58'33" W 528 feet for the point of beginning. Thence continue S 89 degrees, 58'33" W 132.0 feet; thence run N 0 degrees 11'25" E 207.5 Feet; Thence run N 89 degrees, 58'33" E. 132.0 Feet; Thence run S 0 degrees 11'25" W 207.5 Feet to the point of beginning, containing 0.6 acres.

And

Lot 7:

Commence at the NE corner of the SE quarter of the NE quarter of section 2, Township 5 South, Range 7 East, thence run S 0 degrees 11'25" W along the forty acre line 455.0 feet; thence run S 89 degrees, 58'33" W 396.0 Feet for the point of beginning. Thence continue S 89 degrees, 58'33" W 132.0 feet; thence run N 0 degrees 11'25" E 207.5 Feet; Thence run N 89 degrees, 58'33" E. 132.0 Feet; Thence run S 0 degrees 11'25" W 207.5 Feet to the point of beginning, containing 0.6 acres.

Together with easement described in Official Record Book 128, page 431 Public Records of Taylor County, Florida.

4-G.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Board to approve Satisfaction of Second Mortgage for Daniel Straka who received First Time Home Buyers Down Payment Assistance through the SHIP Program. All terms of the Second Mortgage Agreement have been satisfied.

MEETING DATE REQUESTED:

January 22, 2013

Statement of Issue: Requesting Board to approve Satisfaction of Second Mortgage for the above referenced.

Recommended Action: Approve Satisfaction of Second Mortgage

Fiscal Impact: Not applicable

Budgeted Expense: Y/N

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Daniel Straka received First Time Home Buyers Down Payment Assistance in the amount of \$7,000.00 through the SHIP Program January 7, 2008. All terms of the Second Mortgage Agreement have been satisfied.

Attachments: Satisfaction of Second Mortgage

SATISFACTION OF SECOND MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That We, **TAYLOR COUNTY, FLORIDA**, the owners and holders of a certain Second Mortgage Under Taylor County, Florida Local Housing Partnership Down Payment Assistance Program executed by **DANIEL STRAKA, a single person** bearing date the 7th day of January, A. D. 2008, recorded in Official Records Book 616, pages 190-200, in the office of the Clerk of the Circuit Court of Taylor County, State of Florida, securing a sum of \$7,000.00, and certain promises and obligations set forth in said mortgage deed, upon the property situate in said State and County described as follows, to-wit:

SEE ATTACHED SCHEDULE "A"

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

WITNESS my hand and seal this ____ day of _____, 2013.

Signed, Sealed and Delivered
in Presence of:

_____(SEAL)
PAM FEAGLE, Chairperson
BOARD OF COUNTY COMMISSION
TAYLOR COUNTY, FLORIDA

ATTEST:

ANNIE MAE MURPHY, Clerk

STATE OF FLORIDA
COUNTY OF TAYLOR

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

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2013.

NOTARY PUBLIC


My Commission Expires:

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

Schedule A

Commence at the southeast corner of the southwest quarter of the northeast quarter of section 4, township4, South, Range 7 East, Taylor County, Florida and thence run north 335.8 feet, thence run South 89 Degrees, 59 minutes, 32 seconds East, A distance of 482.96 Feet to the Southwest corner of said lands described in official records book 589 page 673 and the point of beginning; thence from said point of beginning continue 89 Degrees, 59 minutes, 32 seconds East along the South boundary of said lands a distance of 257.66 feet; thence run North 0 degrees 18 minutes, 19 seconds West, A distance of 338.04 feet to the North boundary of said O.R.B. 589, page 673; Thence run North 89 degrees, 57 minutes, 08 seconds West along the North boundary of said lands, a distance of 257.66 feet to the Northwest corner of said O.R.B. 589, page 673;; Thence run South 00 degrees, 18 minutes, 09 seconds East along the West line of said O.R.B. 589, page 673, a distance of 338.22 feet to the point of beginning.

Together with a 30 foot easement for ingress and egress as described in official record book 589, page 673, public records of Taylor County, Florida.

TAYLOR COUNTY BOARD OF COMMISSIONERS	
<i>County Commission Agenda Item</i>	
SUBJECT/TITLE:	 Board to ratify the County Administrator's signature and approve Amendment No 2 to the Florida Boating Improvement Program (FBIP) Grant Contract No. 10253. Amendment No. 2 increases the existing grant contract from \$100,000 to \$275,000 as per the second grant the County was recently awarded for the construction of a parking facility at Keaton Beach Coastal Park for parking overflow from Keaton Beach Boat Ramp. There are no other changes to the grant agreement.
MEETING DATE REQUESTED:	January 22, 2013

Statement of Issue: Board to approve Amendment No. 2 to Grant Contract No. 10253 with FBIP which provides funding assistance for the construction of parking facilities at Keaton Beach Coastal Park. Amendment No. 1 extended the original grant contract of \$100,000 to June 30, 2013 to enable the County to submit the second grant application requesting additional funding assistance in the amount of \$175,000.

Recommended Action: Ratify County Administrator's signature and approve Amendment No. 2.

Fiscal Impact: The County was awarded additional grant funding in the amount of \$175,000 for a total grant amount of \$275,000.

Budgeted Expense: This project has been budgeted since FY 2010-2011.

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The FBIP grant provides funding assistance to construct parking facilities at Keaton Beach Coastal Park to accommodate truck and trailer overflow from the adjacent Keaton Beach Boat Ramp County. The project had been out for bids three times and sufficient funding was not available to construct the facility with low impact development standards using permeable pavers. The County submitted a second grant application in the amount of \$175,000 in an effort to obtain additional funding. The County received notice of being awarded the second grant in October 2012.

Attachments: Amendment No. 2.

AMENDMENT NO. 2 TO AGREEMENT

This AMENDMENT TO AGREEMENT is entered into by and between the FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION ("COMMISSION") and the TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS ("GRANTEE"), and amends that Agreement entered into between the COMMISSION and the GRANTEE dated July 11, 2011, and amended on May 14, 2012, and hereinafter referred to as the "ORIGINAL AGREEMENT".

WHEREAS, the GRANTEE was awarded a grant for the construction of the Keaton Beach Boat Ramp Parking through the Florida Boating Improvement Program on October 26, 2010, and applied for and was awarded another grant for the construction of the Keaton Beach Boat Ramp Parking through the Florida Boating Improvement Program on September 26, 2012, and

WHEREAS, both grants provide funding for the same facility and the scope of each project is of a similar nature both parties agree it is in their best interest to combine the grants into one agreement;

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

1. Section 25 of the ORIGINAL AGREEMENT is hereby amended to read as follows:

COMPENSATION: For satisfactory completion of Phase I of the Project, **Keaton Beach Boat Ramp Parking**, by the GRANTEE under the terms of this Agreement, the COMMISSION shall pay the GRANTEE on a cost reimbursement basis in an amount not to exceed \$275,000.

2. Section 26 of the ORIGINAL AGREEMENT is hereby amended to read as follows:

COMPENSATION: The GRANTEE agrees to provide 47.06% of the total project cost as indicated in FBIP Grant Applications No. 10-043 and No. 12-069, incorporated herein by reference. The total compensation by the COMMISSION shall not exceed 52.94% of the total project cost.

3. The ORIGINAL AGREEMENT is further amended to add a new section, which shall read as follows:

MONITORING: The COMMISSION will monitor the GRANTEE'S service delivery to determine if the GRANTEE has achieved the required level of performance. If the COMMISSION at its sole discretion determines that the GRANTEE failed to meet any of the Terms and Conditions of this AGREEMENT, the GRANTEE will be sent a formal written notice. The GRANTEE shall correct all identified deficiencies within forty-five (45) days of notice. Failure to meet 100% compliance with all of the Terms and Conditions of this AGREEMENT or failure to correct the deficiencies identified in the notice within the time frame specified may result in delays in payment or termination of this AGREEMENT in accordance with the Termination section.

4. Attachment A, Scope of Work, is hereby amended to add the following:

DELIVERABLES:

- A. A two-acre pervious parking area with fifty (50) boat trailer parking spaces and two (2) ADA compliant boat trailer spaces
- B. A two-rail wooden fence around the perimeter of the parking area
- C. A kiosk to provide educational materials

5. Exhibit 1 of the ORIGINAL AGREEMENT is hereby replaced in its entirety with Exhibit 1 (Revised), attached hereto and made a part of the Agreement.

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

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

**TAYLOR COUNTY BOARD
OF COUNTY COMMISSIONERS**

**FLORIDA FISH AND WILDLIFE
CONSERVATION COMMISSION**

Chairman, or designee

Executive Director, or designee

Date

Date

Approved as to form and legality:

Approved as to form and legality:

Grantee Attorney

FWC Attorney



**FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT
CONSIST OF THE FOLLOWING:**

State Agency: Florida Fish and Wildlife Conservation Commission
Federal Agency: Department of the Interior, Fish and Wildlife Service
Federal Program: Sport Fish Restoration-Boat Access Program
CFDA No.: 15.605
Recipient: Taylor County Board of County Commissioners
Amount: \$275,000

**COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED
PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

Federal Program: Sport Fish Restoration-Boat Access Program

1. Recipient must comply with requirements found in Title 50 CFR Part 80 attached hereto and made a part of this Agreement as Attachment J.
2. Project activities must occur on public lands owned outright or managed under agreement with another party with lease terms exceeding 20 years.
3. Project activities must not create a boating safety hazard and/or increase the potential for damage to natural resources.
4. Recipient must comply with the Florida Boating Improvement Program Guidelines, February 2010.
5. Recipient must comply with all Commission rules, policies and procedures as well as all other state and federal rules.

**STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST
OF THE FOLLOWING:****MATCHING RESOURCES FOR FEDERAL PROGRAMS:**

None

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

None

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO
THIS AGREEMENT ARE AS FOLLOWS:**

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.

4-1

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

THE BOARD TO REVIEW AND CONSIDER APPROVAL OF ANNUAL LOCAL MITIGATION STRATEGY PLAN AND COMMITTEE REPORT AS REQUIRED BY FLORIDA ADMINISTRATIVE CODE 27P-22, AS AGENDAED BY DUSTIN HINKEL, EMERGENCY MANAGEMENT DIRECTOR

MEETING DATE REQUESTED:

JANUARY 22, 2013

Statement of Issue: THE BOARD TO APPROVE ANNUAL REPORT

Recommended Action: APPROVE

Fiscal Impact: N/A

Budgeted Expense: N/A

Submitted By: DUSTIN HINKEL, EM DIRECTOR

Contact: 838-3500x7

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: THE COUNTY IS REQUIRED TO SUBMIT AN ANNUAL REPORT TO THE STATE DIVISION OF EMERGENCY MANAGEMENT.

Options: APPROVE/NOT APPROVE

Attachments: ANNUAL REPORT



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

January 16, 2013

William McCusker
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, FL 32399

Mr. McCusker,

Pursuant to Florida Administrative Code 27P-22, please find enclosed the Local Mitigation Strategy 2012 Annual Report for Taylor County. This report was presented to the Board of County Commissioners at its regular meeting on Tuesday, January 22, 2013. Please direct any further questions to Dustin Hinkel, the County's Emergency Management Director and LMS Chair.

Thank you!

Pam Feagle
Chair
Taylor County Board of County Commissioners

**TAYLOR COUNTY
BOARD OF COUNTY COMMISSIONERS
Department of Emergency Management**

DUSTIN HINKEL, EM DIRECTOR
591 East US Hwy 27
Perry, Florida 32347
(850) 584-3575 Phone
(850) 838-3523 Fax

MEMORANDUM

To: William McCusker

From: Dustin Hinkel, EM Director

Date: January 7, 2013

Re: Taylor County Local Mitigation Strategy 2012 Annual Report

Per 27P-22 Florida Administrative Code, Taylor County submits our annual update and report on information regarding our LMS plan and working group. This report identifies our chairperson and vice-chair below and attending members are identified in the attendance records minutes.

Dustin Hinkel, LMS Chairperson
Emergency Management Director
dustin.hinkel@taylorcountygov.com
591 East US Highway 27, Perry, FL 32347
850-838-3500 x7

Steve Spradley, LMS Vice-Chair
Emergency Management Coordinator
Eoc.coordinator@taylorcountygov.com
591 East US Highway 27, Perry, FL 32347
850-838-3575

Current LMS Mitigation Measures

ID	Mitigation Project	Hazard	Description	Status	Lead Agency	Est. Cost	Timeline
Flood1	Countywide storm water management study	hurricanes, storms, and flooding	The need is to further define the basins and analyze impact to the county transportation and road system.	Proposed	Taylor County Public Works	\$50,000	24 months

2010 Update: Funding for this effort has not materialized, yet remains a top priority of the LMS Working Group. The County will continue to seek funding to initiate this effort on an ongoing basis.

2011 Update: Funding for this effort has not materialized, yet remains a top priority of the LMS Working Group. The County will continue to seek funding to initiate this effort on an ongoing basis.

2012 Update: TCEM/TCPW/TC Engineering is working with FDOT in their identification of flooding “hot spots” in an effort to better define the study area for future grant applications. TCEM is working with FEMA’s RISKMAP project to better define the coastal flooding and riverine flooding hazard in the County.

[illegible]

[illegible]

ID	Mitigation Project	Hazard	Description	Status	Lead Agency	Est. Cost	Timeline																																				
2012 Update: O'Brien's Response Management was awarded the pre-incident bid to be the County's Debris Monitoring Contractor.																																											
All1	All-hazard public awareness and educational programs	Hurricanes, tornadoes, severe storms, forest fires, drought, heat wave, winter storms, sinkholes, landslides, erosion, earthquakes	This project proposes the development of public awareness programs to address flood prevention, forest fire prevention, evacuation routes, shelters, safe-room program, current and future construction. These program with the associated information would be continually offered to the public through a variety of methods including classes, internet data dissemination, and printed materials.	Ongoing	Taylor County Emergency Manageme't	\$10,000	6 months																																				
2010 Update: The County commissioned Disaster Strategies and Ideas Group to produce hazard awareness brochures, which they did, but they have not been reprinted for general distribution. They will be printed for future events where materials can be distributed to the general public. In addition, the Building Department sent out flood mitigation/insurance information to areas around NFIP repetitive loss structures. The Building Department spoke to two repetitive loss structure owners about mitigation, of which one determined it was economically not feasible, and the other was not interested. 2011 Update: An ongoing process. TCEM did distribute updated Re-Entry permits and hurricane evacuation zone maps. TCEM continues to present at public events. 2012 Update: TCEM has continued its re-entry permit and public awareness campaigns and the Building Department has continued its repetitive loss outreach.																																											
All2	Countywide disaster recovery business alliance	all hazards	This project proposes to develop a public/private partnership to reduce vulnerabilities in the area through cooperation and education.	Ongoing	Taylor County Emergency Manageme't	\$7,500	12 months																																				
2010 Update: Taylor County Emergency Management continues to reach out to local businesses and engage them in emergency management in order to reduce vulnerabilities. Representatives from the Buckeye Corporation are sitting members of the LMS working group. Other businesses (Progress Energy, Martin Electronics, etc) have been engaged to participate in emergency management activities. Progress Energy was involved in the County's table top exercise in March, 2010, as they have a major role in utility restoration. This will remain an ongoing effort. The LMS Working Group also keeps the City Commission and County Board apprised of mitigating the impacts of new and existing buildings. 2011 Update: TCEM is actively seeking funds for including this project into its new Long-Term Recovery Plan. 2012 Update: TCEM continues to engage its private sector partners in all phases of disaster. TCEM produced a long-term recovery plan in November 2011 that incorporates the County's economic development vision and TCEM is in development of a business re-entry program.																																											
Fire1	Mitigation Burning and Forest fire Management	forest fires	This project proposes the continuation and increase of Department of Forestry mitigation burning on public and private lands. This is an on-going program for FDOF that is contingent on funding and manpower.	Ongoing	Florida Division of Forestry	\$26,500	6 months																																				
2010 Update: The following areas have been, or will be controlled burned. This is an ongoing effort with the Division of Forestry, and will continue to be a joint effort between the County and the Florida DOF.																																											
<table><tr><th>Location</th><th>County</th><th>Area</th><th>Date Begin</th><th>Date End</th></tr><tr><td>Steinhatchee Falls</td><td>Taylor</td><td></td><td>1/29/09</td><td>3/19/10</td></tr><tr><td>Cabbage Grove</td><td>Taylor</td><td>Central and north end</td><td>1/13/10</td><td>3/19/10</td></tr><tr><td>Natural Well Branch</td><td>Taylor</td><td>Central and north end</td><td>2/8/10</td><td>3/19/10</td></tr><tr><td>Cabbage Creek</td><td>Taylor</td><td></td><td>2/8/10</td><td>3/19/10</td></tr><tr><td>Mount Gilead</td><td>Taylor</td><td></td><td>2/8/10</td><td>3/19/10</td></tr><tr><td>Shady Grove</td><td>Taylor</td><td></td><td>2/8/10</td><td>3/19/10</td></tr></table>								Location	County	Area	Date Begin	Date End	Steinhatchee Falls	Taylor		1/29/09	3/19/10	Cabbage Grove	Taylor	Central and north end	1/13/10	3/19/10	Natural Well Branch	Taylor	Central and north end	2/8/10	3/19/10	Cabbage Creek	Taylor		2/8/10	3/19/10	Mount Gilead	Taylor		2/8/10	3/19/10	Shady Grove	Taylor		2/8/10	3/19/10	
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<table><tr><th>Project Name</th><th>Treatment Type</th><th>Acres Treated</th><th>Structures Protected</th><th>Estimated Value of Homes or Structures</th><th>Date Completed</th></tr><tr><td>Pridgeon</td><td>Rx Burn</td><td>11</td><td>31</td><td>\$2,578,798</td><td>3/9/2010</td></tr><tr><td>York</td><td>Rx Burn</td><td>8</td><td>19</td><td>\$966,977</td><td>3/24/2010</td></tr><tr><td>Keaton Beach</td><td>Mowing/Plowing</td><td>10</td><td>36</td><td>\$3,464,885</td><td>5/13/2010</td></tr><tr><td>Hunter</td><td>Mowing/Plowing</td><td>9.7</td><td>18</td><td>\$599,594</td><td>6/30/2010</td></tr><tr><td>Waldo</td><td>Mowing/Plowing</td><td>7.9</td><td>26</td><td>\$796,731</td><td>6/30/2010</td></tr></table>								Project Name	Treatment Type	Acres Treated	Structures Protected	Estimated Value of Homes or Structures	Date Completed	Pridgeon	Rx Burn	11	31	\$2,578,798	3/9/2010	York	Rx Burn	8	19	\$966,977	3/24/2010	Keaton Beach	Mowing/Plowing	10	36	\$3,464,885	5/13/2010	Hunter	Mowing/Plowing	9.7	18	\$599,594	6/30/2010	Waldo	Mowing/Plowing	7.9	26	\$796,731	6/30/2010
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[illegible]

ID	Mitigation Project	Hazard	Description	Status	Lead Agency	Est. Cost	Timeline
coordination.							
Sink1	Reinforce footing for electrical substation	Sinkholes	This project proposes to proactively retrofit Tri-County Electric substation is near a sinkhole for added stability and protection. This project involves adding dirt and reinforcing the adjacent footing.	Proposed	Taylor County Emergency Management	\$2,000	36 months

2010 Update: Much of Taylor County is located on top of Karsts topography, making it very susceptible to sinkholes. As described in the hazards analysis section, Taylor County has several open sinkholes throughout the County. One is located close to the Tri-County Electrical substation, and should it expand its width, could compromise the structural integrity of the substation equipment. This project was put on the LMS project list by the LMS Working Group, who is searching for possible funding to initiate this action. This will remain a viable project, and remain on the project list.
2012 Update: The group continues to define the project and seek funding

At its last meeting, held on Thursday, November 29 at the Taylor County EOC, the Taylor County Local Mitigation Strategy Working Group decided to add the following projects to its projects list.

ID	Mitigation Project	Hazard	Description	Status	Lead Agency	Est. Cost	Timeline
All3	Countywide standby generator acquisition and install	All Hazards	This project proposes to support critical facilities through the acquisition and installation of permanent standby generators.	Proposed	Taylor County Emergency Management	\$250,000	24 months
Flood12	Repetitive loss and storm buffer property acquisition	hurricanes, storms, and flooding	This project proposes that the County acquire property that is repetitively vulnerable to flooding events.	Proposed	Taylor County Grants Administration	\$750,000	24 months
Wind1	Wind retrofits to shelters	hurricanes, storms, and tornados	There is a need to further strengthen the County's primary and backup shelters to the effects of high winds.	Proposed	Taylor County Emergency Management	\$200,000	24 months
Flood13	New bridge and culvert at Charles Sadler Lane	hurricanes, storms, and tornados	This project proposes the construction of a new bridge and culvert across Woods Creek at Charles Sadler Lane. This will lessen the effects of flooding.	Proposed	Taylor County Emergency Management	\$70,000	24 months

LMS Working Group/Long-Term Recovery Planning Meeting
Taylor County Emergency Operations Center

November 29, 2012
2:00PM – 3:00PM

Meeting Minutes

Attendance

NAME	ORGANIZATION	PHONE	EMAIL
Steve Spradley	Taylor County EM	838-3575	Eoc.coordinator@taylorcountygov.com
Dustin Hinkel	TCEM	850-672-0830	Dustin.hinkel@taylorcountygov.com
Gary Wambolt	Solid Waste	838-3533	Gary.wambolt@taylorcountygov.com
Bill Roberts	Airport	838-3519	airport@taylorcountygov.com

Meeting Agenda

- Review of Minutes and Action Items from 8/23/12 meeting
- Hazard Mitigation Grant Program Discussion
 - Eligibility and requirements
 - Match requirements
 - Potential Projects
- Finalize Project Additions
 - Property Acquisition
 - Stand-by Generators
 - Wind mitigation retrofits for Forest Capital Hall and primary shelters
 - Charles Sadler Lane mitigation
 - CRS enhancement projects
 - Salt Water Intrusion
- Long-term recovery discussion
- EM Department Visioning and Strategic Plan
- Agency Reports
- Questions and comments

Minutes

D. Hinkel opened the meeting by introducing the agenda and reviewing the action items from the last meeting. D. Hinkel stated that meetings were to be scheduled for the 4th Thursday every quarter with the next one scheduled for February 28, 2013. He went on to say that we would keep this rotation but explore changing if needed.

The IDAM program was reviewed to coordinate damage assessment and reporting. EM staff met with Paula Anderson, DOH, and Howell Batts, the recently appointed Region 2 SpNS Coordinator, and Sam MacDonell, the North Florida Regional Emergency Response Advisor Florida Department of Health (RERA) to discuss SpNS. The damage assessment team assignments and training has been temporarily put on hold for now. M. Cox has passed along information for coastal resilience index program. The residential construction mitigation grant program is still on-going. D. Hinkel stated he has spoken with Dan Anderson with School District about attending the meetings and we need to request that Jack Smith with FFS designate someone to come to the meetings.

Hazard Mitigation Grant Program Discussion

D. Hinkel attended a meeting for the Hazard Mitigation Grant Program. We are eligible for this grant due to Taylor County going through a declared event, TS Debby and incurring damages that qualify for public assistance in the amount of approximately \$208,000. The grant does not necessarily need to be tied to damages of TS Debby and can be used to mitigate other needs.

Our eligible estimated amount of money earmarked for Taylor County is \$77,400 and in January FEMA will finalize the figure. We need to identify projects as an LMS committee that total at least \$77,000 and fill out the application and send to FDEM. The application and grant process is lengthy and thorough and we will need a cost benefit analysis and a scope of work for each project. The grant can cover existing projects and it is a 75%-25% match project. Also, certain private citizen projects are eligible through the county with the private property owner paying the 25%.

B. Roberts stated that one possible mitigation issue may be airport drainage issues from a tropical storm. He further stated a possible solution may be diverters to prevent water from flooding the terminal, which is also the backup EOC. D. Hinkel pointed out that the cost benefit analysis must be measurable with engineering numbers.

D. Hinkel went on to say that one mitigation project we are discussing is repairs to Charles Sadler Lane, but it is difficult putting a number on the emergency services benefit of having the road fixed. He is currently working with Engineering to identify the cost and scope of work. He said that most of the projects that are currently on the LMS are high dollar expenses that this grant would not help. He stated that we also need two or three secondary projects as well so that we can be ready if the availability of grant money surfaces.

G. Wambolt asked if the mitigation can be proactive and D. Hinkel responded that it could. Wambolt went on to say that several roads were identified as troubled spots after the rains and TS Debby this year and he gave one example of MA Dixon Road. He suggested that culverts or other mitigation could be done to make those roads better.

D. Hinkel stated that we may have better success if we present to the board some very tangible projects that we can show have a high cost benefit ratio and show that their 25% input is worthy. He went on to say that the airport engineers, AVCON, may be a resource to assist with the cost analysis and the current work now being planned could qualify as a bridge to this grant and there would be no matching required from the county.

G. Wambolt said that another potential project could be the single lane bridge in Shady Grove. S. Spradley mentioned that raising the Hodges Park bathrooms may also be a viable option.

D. Hinkel stated that we need to formulate a capital projects list for the board, so that we can lobby for emergency management needs for our partners, such a street sweeper for the airport.

D. Hinkel said that he needs to update our LMS project lists by sending a letter to FDEM adding the new projects to the list. In the letter we will add M. Cox's property acquisition project, generators for the airport lights and standby generators, wind mitigation for Forest Capital Hall and shelters, and Charles Sadler Lane.

Long-term Recovery Discussion

D. Hinkel said he wants to reach out to Scott Frederick at the Economic Development Authority (DA) to make sure that our LTR Group goals are the same as theirs. There may be a situation after an event that may cause our response to conflict with the DA, such as us piling debris on some location that they have identified for development. Storm water and infrastructure are potential economic or community development projects that could be common goals with the LTR Group and the Development Authority.

EM Department Visioning and Strategic Plan

D. Hinkel told us that after TS Debby one issue that was suggested was the need for the county to create a disaster account, separate from their reserves. So, after a County State of Emergency is signed EM would have the ability to spend money, such as the emergency response to mosquito vector control. It would also benefit each department, because all money is funded out of one account and would eliminate certain budget transfers.

D. Hinkel said that he we need to push to codify the Disaster Committee to better plan for the direction of the Emergency Management department.

Action Items

- Next LMS/LTR meeting is tentatively set for Thursday, February 28, 2013, at 2 PM (TCM)
- TCM to schedule a damage assessment meeting to go over the IDAM program to coordinate damage assessment and reporting.
- TCM to coordinate damage assessment team assignments and training (TCM & TCPAO)
- LTR group to research coastal resilience index program (TCM & Grants Department)
- TCM to research residential construction mitigation grant program (TCM)
- TCM to solicit representatives from the School District, City, and Florida Forest Service (TCM)
- LMS Group to continue to research and evaluate potential LMS projects for inclusion into the LMS Project List, especially projects that enhance CRS Class.
- LMS Chair to complete and transmit LMS Project update letter
- Present HMGP information at next Board Meeting
- Complete and submit HMGP application
- LTR group to explore options to codify emergency disaster housing ordinance to allow for the temporary placement of RVs and trailers on lots where damage was sustained to primary residence.

LMS Working Group/Long-Term Recovery Planning Meeting
Taylor County Emergency Operations Center

August 21, 2012
2:00PM – 3:00PM

Meeting Minutes

Attendance

NAME	ORGANIZATION	PHONE	EMAIL
Ed Ward	FDOT	386-961-7581	Ed.ward@dot.state.fl.us
Jack Smith	FFS	838-2292	jack.smith@freshfromflorida.com
Chris Brannon	FFS	838-2299	Christopher.brannon2@freshfromflorida.com
Stephen Tullos	TCHD	584-5087	stephen.tullos@doh.state.fl.us
Fred Vose	TC Extension	838-3508	fvose@ufl.edu
Dustin Hinkel	TCEM	850-672-0830	Dustin.hinkel@taylorcountygov.com
Melody Cox	TCBCC	838-3553	melody.cox@taylorcountygov.com
Steve Spradley	TCEM	580-672-1004	Steve.spradley@taylorcountygov.com
Denise Imbler	ARPC/RFSFFL COAD	850-488-6211	Denise.imbler@thearpc.com

Meeting Agenda

- Review of Action Items from 4/18/12 meeting
- Tropical Storm Debby Discussion
 - Lessons Learned
 - Mitigation Issues
 - Recovery Issues
- Updates on Taylor County's CEMP and ESF and SOG submission to FDEM
- Proposed additions to LMS Projects list
 - Standby Generators
 - Critical Building Hardening
 - Shelter retrofits and accessibility
 - Nutall Rise/Aucilla River area water infrastructure
- Next Meeting November 29 at 2 PM
 - Possibly schedule 4th Thursday of November, February, May, and August at 2 PM
- Questions and comments

Minutes

D. Hinkel opened the meeting by introducing the agenda and reviewing the action items from the last meeting. D. Hinkel suggested that all meetings be scheduled on the 4th Thursday of November, February, May and August at 2PM. The county has selected O'Brien's Response Management, Inc. as our Debris Monitoring contractor and we are currently in contract negotiations. We have contracted with Foley Timber for sites to stage debris and we have requested approval from DEP for permission to use them.

Although efforts were made to solicit representatives from the School District and City, no individuals were available to attend today's meeting.

E. Ward reported that lessons learned from Debby was that several areas flooded that never had before and they were in the process of putting together a "Hot Spot" lists.

D. Imbler suggested that we add surge zone and 100-500 year flood zones for justification of future mitigation funds. We should get the list in now, because we are now eligible due to having a declared event.

P. Anderson advised that she had been involved with recovery in Suwannee County after TS Debby's floods and there were several lessons learned. Several business, such as Publix donated items, BP donated gas cards and the jail was a great resource for beds, etc.

Several of the LMS projects have no change or are continuing. However, the following projects do have changes or are completed.

Flood6: Increase size of retention pond at Warner Street and Demps Lane is complete.

Flood11: Maintenance of debris removal contract is complete.

All1: All hazard public awareness and education programs are ongoing with the acquisition of Hurricane informational playing cards and 2012 Hurricane Survival Guides.

Fire1: Mitigation and Burning and Forestry Management. FFS is currently in the process of compiling an update on what has been accomplished to date. They did report that they no longer have a Mitigation Specialist assigned to the district.

Fire2: Additional Fire Department Resources. Approximately \$200k has been spent for equipment in 2012.

PROPOSED ADDITIONS TO THE LMS PROJECTS LISTS WERE SUGGESTED.

Flood12: M. Cox suggested that another mitigation effort could be the acquisition of property in areas that have repeated damage or affects from coastal flooding.

All3: D. Hinkel suggested that we need additional standby generators and hardening of shelters and public buildings.

Some mitigation issues identified include solutions of contamination of drinkable water and wells in the Nutall Rise area of the Aucilla River. F. Vose also pointed out that we should monitor and be prepared for possible saltwater intrusion into our water table. He further pointed out that sea level is rising each year. J. Smith advised that FFS has seen some tree damage due to a possible rise in saltwater.

M. Cox reported she is working with FDEM on mitigation opportunities to leverage CDBG and SHIP funds with RCMP funds is currently ongoing.

D. Hinkel reported that TCEM is still working with FLDEM on updating our CEMP and ESF and SOG plans.

The EM has compiled a list of lessons learned during the county response to TS Debby. TCEM has completed the RFP's to upgrade the EM website.

Presentation

Denise Imbler works for the Region 2 Domestic Security Task Force of the Apalachee Regional Planning Council. She advised that she is now involved with Volunteer Florida and spoke about Big Bend Community Organizations Active in Disaster (COAD). Jeri Bush with Volunteer Leon has been the Director but the organization is in the process of being re-organized and Denise will now be our representative. Their goal is to assist us with organizing and improving coordination and collaboration and expanding our volunteer's in Taylor County.

Action Items

- Next LMS/LTR meeting is tentatively set for Thursday, November 22, 2012, at 2 PM (TCEM)
- TCEM to schedule a damage assessment meeting to go over the IDAM program to coordinate damage assessment and reporting.
- TCEM to meet with TCHD and P. Anderson to go over Special Needs Registry and response to events.
- TCEM to coordinate damage assessment team assignments and training (TCEM & TCPAO)
- LTR group to research coastal resilience index program (TCEM & Grants Department)
- TCEM to research residential construction mitigation grant program (TCEM)
- TCEM to solicit representatives from the School District, City, and Florida Forest Service (TCEM)
- LMS Group to continue to research and evaluate potential LMS projects for inclusion into the LMS Project List.

LMS Working Group/Long-Term Recovery Planning Meeting
Taylor County Emergency Operations Center

April 18, 2012
2:00PM – 3:00PM

Meeting Minutes

Attendance

NAME	ORGANIZATION	PHONE	EMAIL
Ed Ward	FDOT	386-961-7581	Ed.ward@dot.state.fl.us
Chris Zambito	Dewberry	813-421-8639	czambito@dewberry.com
Bill Roberts	Perry-Foley Airport	850-838-3519	airport@taylorcountygov.com
Bruce Ratliff	Property Appraiser	850-838-3511	tcpabruce@hotmail.com
Gary Wambolt	Environmental Service	850-672-1213	Solid.waste@taylorcountygov.com
Dustin Hinkel	TCEM	850-672-0830	Dustin.hinkel@taylorcountygov.com
Ben Lavalle	Property Appraiser	850-838-3511	tcpaben@hotmail.com
Kevin Slover	Dewberry		kslover@dewberry.com
Steve Spradley	TCEM	580-672-1004	Steve.spradley@taylorcountygov.com

Meeting Agenda

- Review of Action Items from 11/17/11 meeting
- Project Updates and Review
 - Debris Management
 - Long-Term Recovery Plan
 - Vision 2060 Plan
 - LMS Goals
- Updates on Taylor County's CEMP and ESF and SOG submission to FDEM
- Presentation from Kevin Slover, Dewberry and an update of their work on coastal high hazard zones and the new RiskMAP products that they will be creating (i.e. surge depth, wave heights, etc)
- Next Meeting date and time
- Questions and comments

Minutes

D. Hinkel opened the meeting by introducing the agenda and reviewing the action items from last the last meeting. M. Cox working with FDEM on mitigation opportunities to leverage CDBG and SHIP funds with RCMP funds is currently ongoing. TCEM to coordinate with S. Dopp and NCFRPC in its development of Regional Economic Recovery Study is ongoing. C. Parker with FFS has moved to another position and we do not currently have a replacement assigned to the LMS committee. TCEM has completed the RFP's for Debris Management and Monitoring and they are currently done and are now pursuing contractors for bids. E. Ward asked if FDOT would still be responsible to cover all Federal and State roads during a disaster. D. Hinkel informed him that we would still request FDOT to handle debris on Federal and State roads. The TCEM and the Property Appraisers office have reviewed debris management software and TCEM has now purchased a license for use of the program and will be coordinating damage assessment with the Property Appraiser. TCEM had updated and submitted for approval to FDEM the Taylor County Comprehensive Emergency Management Plan. As part of the update and submission also were the 18 Emergency Support Functions and the Standard Operating Guidelines. D. Hinkel advised that the Vol. FD will be transitioning to SLRS radios and phone paging.

Presentation

K. Slover and C. Zambito were present from the private engineering firm Dewberry. Mr. Slover presented a PPT presentation on their mission for FEMA to update the flood maps to digital format for Taylor, Dixie and Levy County. The new process will greatly enhance the clarity and accuracy of potential coastal flooding. The process will use 71 transect lines, approximately ½ mile apart to make a two-dimensional model which will also predict wave movement and wave height. The new maps will be more detailed than the current Slosh models by taking down to a .10 mile close-up of detail of the whole coastal and inland area. The model will predict the surge height and velocity of incoming water. Taylor County will receive working maps in approximate 3 years with FEMA adopting the flood maps in about 2 years afterward. These new maps will be utilized for the federal NFIP. E. Ward asked if the maps would be utilized in HAZUS and Mr. Zambito answered that he was not sure, but said it would be a good match. B. Roberts commented that there have been several different companies and agencies that were mapping the area and lately working out of the airport. B. Ratliff stated that the Property Appraisers office currently has flood/surge maps on his website.

Action Items

- Next LMS/LTR meeting is tentatively set for Thursday, July 26, at 2 PM (TCEM)
- TCEM to set a Debris Management coordination meeting between contractors and agencies after the Debris Monitoring contract is awarded (TCEM)
- TCEM to coordinate damage assessment team assignments and training (TCEM & TCPAO)
- LTR group to research coastal resilience index program (TCEM & Grants Department)
- TCEM to research residential construction mitigation grant program (TCEM)
- TCEM to solicit representatives from the School District, City, and Florida Forest Service (TCEM)
- LMS Group to continue to research and evaluate potential LMS projects for inclusion into the LMS Project List.

(6)

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Board to hold a public hearing for the 1st reading of an ordinance and to consider transmittal of amendments to the Comprehensive Plan to the Florida Department of Economic Opportunity.

MEETING DATE REQUESTED:

January 22, 2013

Recommendation: Consider approval for transmittal

Fiscal Impact: N/A

Budgeted Expense: Yes ☐ No ☐ N/A ☒

Submitted By: Danny Griner

Contact: building.director@taylorcountygov.com

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Taylor County received a grant from the Department of Economic Opportunity (formerly DCA) to assess the Comprehensive Plan and Land Development Code and propose needed amendments to those documents. The amendments primarily address the new land use categories adopted in recent years, consisting of the Planning Areas in the Foley Based Amendments and the Sweetwater Resort Community (Pruitt project) land use category. Some proposed amendments are a result of the Community Planning Act, which allows the County to repeal State requirements for concurrency and capital improvement criteria.

Amendments to the Comprehensive Plan and Land Development Code require public hearings before the Planning Board and County Commission. The Land Development Code requires that amendments be accomplished through submittal of an application that includes justification statements. The County Commission approved the application for amendment to the Comprehensive Plan on September 18, 2012. The amendments were considered at a public hearing before the Planning Board on January 3, 2013 where unanimous approval of the amendments with revisions was recommended. The minutes from the Planning Board meeting detailing the requested revisions are included in the agenda documents.

Planning Staff respectfully requests that the Board hold the public hearing.

Options:

1. Approve transmittal of the amendment package.
2. Deny the amendment request.

Attachments:

1. Copy of ordinance for 1st reading.
2. Amendment summary.
3. Planning Board minutes.



For amendments involving areas designated Agricultural/Rural Residential, Mixed Use Rural Residential, and Mixed Use – Urban Development on the Future Land Use Map, provide inventory of all wetlands and other environmentally sensitive lands, and documentation that the proposed use will not negatively impact environmentally sensitive lands.

Future Land Use Present: _____
Plan Map
Category: Requested: _____

PART II

Please provide on separate pages to be attached and made a part herewith the following:

1. The Text of the Proposed Amendment.
2. Statement Describing any Changed Conditions That Would Justify an Amendment.
3. Statement Describing Why There is a Need for the Proposed Amendment.
4. Statement Describing Whether and How the Proposed Amendment is Consistent With the Taylor County Comprehensive Plan.
5. Statement Outlining the Extent to Which the Proposed Amendment:
 - a. Is Compatible With Existing Land Uses;
 - b. Affects The Capacities of Public Facilities and Services;
 - c. Affects the Natural Environment;
 - d. Will Result in an Orderly and Logical Development Pattern.

I hereby certify that all of the above statements and statements contained in any papers or plans submitted herewith are true and accurate to the best of my knowledge and belief.

If title holder(s) are represented by an agent, a letter of designation from the title holder(s) addressed to the County Planning Director must be attached.

Applicant Name (Type or Print)

Applicant Signature

Date: _____

1. The Text of the Proposed Amendment.

See attached sheets/CD

2. Statement Describing any Changed Conditions That Would Justify an Amendment.

Taylor County received grant funding to review and update the Comprehensive Plan. The State Adopted the Community Planning Act providing the option to repeal concurrency requirements for transportation and parks & recreation and the option to repeal financially feasible requirements for capital improvements.

3. Statement Describing Why There is a Need for the Proposed Amendment.

The State has adopted new regulations concerning the requirements for local Comprehensive Plans. Review of the plan was a requirement of the grant funding contract from the Department of Economic Opportunity.

4. Statement Describing Whether and How the Proposed Amendment is Consistent With the Taylor County Comprehensive Plan.

The amendments are textual in nature and serve to streamline and clarify objectives and policies within the Comprehensive Plan.

5. Statement Outlining the Extent to Which the Proposed Amendment:

- e. Is Compatible With Existing Land Uses;
The text amendments do no impact compatibility of land uses.
- f. Affects The Capacities of Public Facilities and Services;
The text amendments do not affect development density or intensity and therefore do not affect the capacity of public facilities and services.
- g. Affects the Natural Environment;
None of the text amendments proposed impact the natural environment.
- h. Will Result in an Orderly and Logical Development Pattern.
Development patterns are not altered by the proposed amendments.

STANDARDS FOR REVIEW

1. Is the proposed amendment in conflict with any applicable provisions of this chapter;
2. Is the proposed amendment consistent with all elements of the county comprehensive plan;
3. Is the proposed amendment consistent with existing and proposed land uses;
4. Have there been any changed conditions that require an amendment;
5. To what extent does the proposed amendment result in demand on public facilities, and whether or the extent to which the proposed amendment would exceed the capacity of such public facilities, including, but not limited to, roads, sewage facilities, water supply, drainage, solid waste, parks and recreation, schools and emergency medical facilities;
6. To what extent does the proposed amendment result in significant adverse impacts on the natural environment;
7. To what extent does the proposed amendment adversely affect the property values in the area;
8. Does the proposed amendment result in an orderly and logical development pattern, specifically identify any negative effects on such pattern;
9. Is the proposed amendment in conflict with the public interest, and in harmony with the purpose and interest of this chapter;
10. Any other matters deemed appropriate by the Board.



TAYLOR COUNTY BUILDING & PLANNING DEPARTMENT

MEMORANDUM

TO: Whom it may concern
FROM: William D. (Danny) Griner
RE: Draft Comprehensive Plan amendments
DATE: January 14, 2013

Following is a summary of the draft Comprehensive Plan amendments that resulted through the partnership with Curt Ostradka and funded by grant funds provided by the Department of Economic Opportunity (DEO):

1. Amends the requirements of Policy I.1.4 to allow depiction of commercial, residential, and industrial land uses on the Future Land Use Map (FLUM) to be based on real estate markets rather than projected future populations.
2. Removes Policy I.1.10, as the Coastal High Hazard Area (CHHA) analysis has already been completed.
3. Includes water oriented commercial uses as allowed uses in the Sweetwater Resort Community land use category added to the FLUM as part of the Dr. Pruitt development proposal.
4. Add Policy I.3.6 which allows the transfer of development rights using sending and receiving areas as part of a FLUM amendment.
5. Amends Policy I.16.5 to remove the requirement that housing types be organized around a Village Center, removes the gross acreage requirement, minimum net density and associated table for a Coastal Village.
6. Amends the description of the Regional Employment Center Planning Area to provide for residential uses, list additional allowed uses and provide that a minimum number and mix of uses is not required in certain Planning Areas.
7. Reduce the minimum net density in the Coastal Village Center from 7 to 5,
8. Reduce the minimum net density in the Coastal Village from 3 to 2.
9. Amend Table I.1 to reflect minimum net density changes in the Coastal Village and percentage requirements for certain uses in the Regional Employment Center.
10. Amend the footnotes to Table I.1 to allow golf courses as open space areas and allow variations to the percentages of development types within a Planning Area.
11. Amend Policy I.18.2 to add clarification language concerning density transfer and the requirement for a Comprehensive Plan amendment.
12. Amend Policy I.18.9 to reflect the changed name of the Department of Community Affairs to the Department of Economic Opportunity.
13. Amends Table I-2 to allow educational uses in the Planning areas.

14. Amend Goal VIII and Objective VIII.1 to remove the financially feasible requirement for the Capital Improvement Element.
15. Amend Policy VIII.4.1 to remove the financially feasible requirement for capital improvements.
16. Remove the financially feasible reference in the implementation portion of the long term list of improvements.
17. Amend the concurrency section to state that the County opts out of the State mandated parks and recreational facility concurrency requirements.
18. Amend the concurrency section to state that the County opts out of the State mandated transportation concurrency requirements.
19. Remove references to transportation circulation and recreation and open space in the concurrency determination procedures.
20. Amend Policy IV.2.6 to allow package systems when central water and sewer are not available.

ORDINANCE NO. _____

AN ORDINANCE OF TAYLOR COUNTY, FLORIDA, AMENDING ORDINANCE NO. 90-04, AS AMENDED, RELATING TO AN AMENDMENT TO THE TEXT OF THE TAYLOR COUNTY COMPREHENSIVE PLAN, UNDER THE AMENDMENT PROCEDURES ESTABLISHED IN SECTIONS 163.3161 THROUGH 163.3248, FLORIDA STATUTES, AS AMENDED, PURSUANT TO AN APPLICATION, CPA 12-01, BY THE BOARD OF COUNTY COMMISSIONERS; PROVIDING FOR AMENDING GOAL I OF THE FUTURE LAND USE ELEMENT TO ADD THE PHRASE, THE COUNTY SHALL; PROVIDING FOR DELETING POLICY I.1.3 AND POLICY I. 1.10 OF THE FUTURE LAND USE ELEMENT, RENUMBERING SUBSEQUENT POLICIES SEQUENTIALLY AND AMENDING THE NEWLY RENUMBERED POLICY I.1.4 TO ALLOW DEPICTION OF COMMERCIAL, RESIDENTIAL AND INDUSTRIAL LAND USES ON THE FUTURE LAND USE MAP (FLUM) TO BE BASED ON REAL ESTATE MARKETS RATHER THAN PROJECTED FUTURE POPULATIONS; PROVIDING FOR AMENDING POLICY I.3.2 OF THE FUTURE LAND USE ELEMENT TO INCLUDE OTHER WATER ORIENTED COMMERCIAL USES AS ALLOWED USES IN THE SWEETWATER RESORT COMMUNITY LAND USE CATEGORY AND TO DELETE THE REQUIREMENT THAT MARINAS OBTAIN A COMPREHENSIVE PLAN AMENDMENT TO MODIFY THE DEVELOPMENT AREA SUBAREA DESCRIPTION (SUBSECTION 2.a), MASTER PLAN (FIGURE 4), AND DENSITY/INTENSITY DEVELOPMENT PROGRAM (SUBSECTION 3.b); PROVIDING FOR ADDING POLICY I.3.6 TO THE FUTURE LAND USE ELEMENT TO ALLOW THE TRANSFER OF DEVELOPMENT RIGHTS USING SENDING AND RECEIVING AREAS AS PART OF A FUTURE LAND USE MAP AMENDMENT; PROVIDING FOR AMENDING POLICY I.6.3 OF THE FUTURE LAND USE ELEMENT TO CHANGE THE LOT ACREAGE STANDARD FROM 5 ACRES TO 10 ACRES FOR THE LOT LENGTH TO WIDTH RATIO OF THREE TO ONE; PROVIDING FOR AMENDING POLICY I.16.5 OF THE FUTURE LAND USE ELEMENT TO DELETE FIGURE 1; PROVIDING FOR AMENDING POLICY I.18.2 OF THE FUTURE LAND USE ELEMENT TO ADD THE REQUIREMENT FOR A COMPREHENSIVE PLAN AMENDMENT FOR DENSITY TRANSFER; PROVIDING FOR AMENDING POLICY I.18.9 OF THE FUTURE LAND USE ELEMENT TO REFLECT THE CHANGED NAME OF THE DEPARTMENT OF COMMUNITY AFFAIRS TO THE DEPARTMENT OF ECONOMIC OPPORTUNITY; PROVIDING FOR AMENDING TABLE I-2 OF THE FUTURE LAND USE ELEMENT TO CHANGE THE ALLOWABLE SQUARE FOOTAGE FOR MAXIMUM INDUSTRIAL/WAREHOUSING SF (2) IN AREA 11 FROM 600,000 TO 2,000,000 SQUARE FEET, IN AREA 12 FROM 1,000,000 TO 2,000,000 SQUARE FEET AND IN AREA 18 FROM 3,000,000 TO 5,600,000 SQUARE FEET; PROVIDING FOR AMENDING POLICY IV.2.4 OF THE SANITARY SEWER, SOLID WASTE, DRAINAGE, POTABLE WATER AND NATURAL GROUNDWATER AQUIFER RECHARGE ELEMENT TO ALLOW PACKAGE WASTEWATER FACILITIES ON AN INTERIM BASIS WHEN CENTRALIZED SANITARY SEWER IS NOT AVAILABLE WITHIN THE SWEETWATER RESORT COMMUNITY, COASTAL VILLAGES, COASTAL VILLAGE CENTERS AND SUBURBAN VILLAGES AND REGIONAL EMPLOYMENT CENTERS; PROVIDING FOR AMENDING POLICY IV.2.6 OF THE SANITARY SEWER, SOLID WASTE, DRAINAGE, POTABLE WATER AND NATURAL GROUNDWATER AQUIFER RECHARGE ELEMENT TO ALLOW PACKAGE FACILITIES ON AN INTERIM BASIS WHEN CENTRALIZED POTABLE WATER AND WASTEWATER SYSTEMS ARE NOT AVAILABLE WITHIN URBAN PLANNING AREAS; PROVIDING FOR AMENDING POLICY IV.5.2 OF THE SANITARY SEWER, SOLID WASTE, DRAINAGE, POTABLE WATER AND NATURAL GROUNDWATER AQUIFER RECHARGE ELEMENT TO SPECIFY THAT RESIDENTIAL DENSITIES IN EXCESS OF TWO DWELLING UNITS PER ACRE BUT LESS THAN OR EQUAL TO FOUR DWELLING UNITS PER ACRE MUST BE LOCATED WITHIN AREAS SERVED BY CENTRALIZED POTABLE WATER SYSTEMS, AND RESIDENTIAL

DENSITIES IN EXCESS OF FOUR DWELLING UNITS PER ACRE MUST BE LOCATED WITHIN AREAS SERVED BY CENTRALIZED POTABLE WATER AND CENTRALIZED SANITARY SEWER SYSTEMS TO ADD THE STATEMENT EXCEPT AS OTHERWISE PROVIDED IN THE COMPREHENSIVE PLAN; PROVIDING FOR AMENDING POLICY V.2.4 OF THE CONSERVATION ELEMENT OF THE COMPREHENSIVE PLAN TO CHANGE THE 35-FOOT NATURAL BUFFER AROUND ALL WETLANDS TO A 25-FOOT BUFFER; PROVIDING FOR AMENDING POLICY V.4.1 OF THE CONSERVATION ELEMENT OF THE COMPREHENSIVE PLAN TO CHANGE THE 35-FOOT NATURAL BUFFER AROUND ALL WETLANDS TO A 25-FOOT BUFFER; PROVIDING FOR AMENDING GOAL VIII, OBJECTIVE VIII.1, POLICY VIII.4.1 AND THE IMPLEMENTATION LONG TERM LIST OF IMPROVEMENTS OF THE CAPITAL IMPROVEMENTS ELEMENT TO REMOVE THE FINANCIALLY FEASIBLE REFERENCE; PROVIDING FOR AMENDING THE CONCURRENCY MANAGEMENT SYSTEM OF THE CAPITAL IMPROVEMENTS ELEMENT TO STATE THAT THE COUNTY OPTS OUT OF THE PARKS AND RECREATIONAL FACILITY CONCURRENCY AND THE TRANSPORTATION CONCURRENCY REQUIREMENTS; PROVIDING FOR AMENDING THE CONCURRENCY DETERMINATION PROCEDURES CAPITAL IMPROVEMENTS ELEMENT TO DELETE REFERENCE TO PARKS AND RECREATIONAL FACILITY CONCURRENCY AND TRANSPORTATION CONCURRENCY; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Section 125.01, Florida Statutes, empowers the Board of County Commissioners of Taylor County, Florida, hereinafter referred to as the Board of County Commissioners, to prepare, adopt and implement a Comprehensive Plan;

WHEREAS, Sections 163.3161 through 163.3248, Florida Statutes, the Community Planning Act, empowers and requires the Board of County Commissioners to prepare, adopt and implement a comprehensive plan;

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

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

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

WHEREAS, the Board of County Commissioners held the required public hearings, with public notice having been provided, under the procedures established in Sections 163.3161 to 163.3248, Florida Statutes, on said application for an amendment, as described below, and at said public hearings, the Board of County Commissioners reviewed and considered all comments received during said public hearings, including the recommendation of the Planning Board, serving also as the Local Planning Agency, concerning said application for an amendment, as described below; and

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

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

Section 1. Pursuant to an application, CPA 12-01, by Board of County Commissioners, to amend the text of the Comprehensive Plan, Goal I of the Future Land Use Element of the Comprehensive Plan, is hereby amended to read, as follows:

GOAL I - IN RECOGNITION OF THE IMPORTANCE OF CONSERVING THE NATURAL RESOURCES AND ENHANCING THE QUALITY OF LIFE IN THE COUNTY, THE COUNTY SHALL DIRECT DEVELOPMENT TO THOSE AREAS WHICH HAVE IN PLACE, OR HAVE AGREEMENTS OR POTENTIAL TO PROVIDE, THE LAND AND WATER RESOURCES, FISCAL ABILITIES AND SERVICE CAPACITY TO ACCOMMODATE GROWTH IN AN ENVIRONMENTALLY ACCEPTABLE MANNER.

Section 2. Pursuant to an application, CPA 12-01, by Board of County Commissioners, to amend the text of the Comprehensive Plan, Policy I.1.3 and Policy I.1.10 of the Future Land Use Element of the Comprehensive Plan is hereby deleted, subsequent policies renumbered sequentially and Policy I.1.3 amended to hereby read, as follows:

- Policy I.1.3 The County shall base the designation of residential, commercial and industrial lands depicted on the Future Land Use Plan Map upon acreage necessary to allow the operation of real estate markets to provide adequate choices.
- Policy I.1.4 The County shall prior to action on a site and development plan, provide specific standards which may include, but may not be limited to, screens and buffers to preserve internal and external harmony and compatibility with uses inside and outside the proposed development to minimize the impact of proposed development adjacent to agricultural or forested areas, or environmentally sensitive areas (including but not limited to wetlands and floodplain areas).
- Policy I.1.5 The County shall regulate future urban development within designated urban development areas in conformance with the land topography and soil conditions, and within areas which are or will be served by public facilities and services to established Level of Service Standards.
- Policy I.1.6 The County shall permit neighborhood commercial districts to be located within those areas designated on the Future Land Use Plan Map as Urban Development Areas to provide small scale retail and service establishments, each not to exceed 5,000 square feet in floor space, which will serve the convenience needs of residential neighborhoods.
- Policy I.1.7 The County shall examine the Perry-Foley Airport industrial sites and prepare a special study area plan for industrial, commercial, airport and aviation related uses. The Comprehensive Plan shall be amended accordingly when such plan is adopted by the County.
- Policy I.1.8 If property has been determined by the State of Florida, through final agency action, to be sovereign lands, density may not be transferred from those sovereign submerged lands for the purpose of private development.
- Policy I.1.9 The 14.00 acre parcel, lying in Section 12, Township 8 South, Range 7 East, Taylor County, Florida, being more particularly described, as follows, commence at the Northwest corner of Government Lot Number 4 of said Section 12; thence South 690.00 feet to a point; thence East 1,050.00 feet to the Point of Beginning; thence South 64°31'16" West 163.37 feet; thence South 79°14'00" West 41.94 feet; thence South 54°23'05" West 334.05 feet; thence South 35°31'34" West 159.17 feet; thence South 27°29'40" East 60.54 feet; thence South 27°13'52" East 147.90 feet; thence

South 57°58'42" East 38.02 feet; thence South 36°42'44" East 84.34 feet; thence South 32°04'06" East 99.29 feet; thence South 75°25'52" East 43.61 feet; thence North 89°37'42" East 99.74 feet; thence South 89°29'08" East 106.09 feet; thence North 82°34'36" East 143.06 feet; thence North 55°25'22" East 472.91 feet; thence North 22°22'06" East 217.46 feet; thence North 01°22'11" West 35.79 feet to the right-of-way line of Fish Creek Highway; thence continue, along the right-of-way line of said Fish Creek Highway, North 19°12'45" West 225.00 feet to the Point of curvature of a 1,096.28 foot radius curve to the left; thence, along the arc of the right-of-way curve through a chord bearing and distance of North 20°10'07" West, 36.58 feet; thence West, 453.46 feet to the Point of Beginning, changed from Agriculture/Rural Residential to Mixed Use-Urban Development shall be subject to the following condition. Until such time as centralized sanitary sewer service is provided to said parcel, the maximum allowable density shall be 4 units per acre. Upon centralized sanitary sewer service being made available to said parcel, a maximum of 10 dwelling units per acre shall be permissible on said parcel.

Policy I.1.10

The 3.36 acre parcel, lying in Section 12, Township 8 South, Range 7 East, Taylor County, Florida, being more particularly described, as follows, commence at the Northwest corner of Government Lot 4 of said Section 12; thence 00°11'52" East 507.97 feet to; thence North 86°58'18" West 474.31 feet to the Point of Beginning; thence, along the Gulf of Mexico through the following chord bearings and distances, South 55°22'10" West 34.59 feet; thence South 83°03'46" West 61.89 feet; thence South 83°50'25" West 45.97 feet; thence South 77°24'31" West 42.44 feet; thence South 66°54'55" West 41.14 feet; thence South 77°30'32" West 33.85 feet; thence South 80°52'31" West 45.56 feet; thence South 81°13'59" West 46.72 feet; thence South 89°39'57" West 45.29 feet; thence North 81°48'08" West 46.49 feet; thence North 82°59'11" West 41.95 feet; thence South 89°51'31" West 46.02 feet; thence North 89°44'44" West 47.05 feet; thence North 86°57'15" West 46.20 feet; thence North 78°04'33" West 45.33 feet; thence North 76°03'50" West 48.77 feet; thence North 79°53'20" West 49.28 feet; thence North 80°10'19" West 46.96 feet; thence North 71°40'13" West 65.98 feet; thence North 49°41'01" West 20.17 feet; thence North 62°03'06" West 31.01 feet; thence North 60°25'44" West 44.40 feet; thence North 64°37'16" West 42.58 feet; thence North 43°46'38" West 21.62 feet; thence North 61°37'45" West 46.11 feet; thence North 60°14'39" West 35.34 feet; thence North 44°11'09" West 42.52 feet; thence North 41°31'21" West 52.89 feet; thence North 32°06'55" West 42.01 feet; thence North 22°39'31" West 27.85 feet; thence North 14°14'42" East 74.89 feet to the waters edge of a canal; thence, along said waters edge through the following chord bearings and distances, South 74°51'34" East 79.03 feet; thence South 50°25'37" East 50.57 feet; thence South 52°40'45" East 33.03 feet; thence South 59°08'08" East 50.91 feet; thence South 51°28'37" East 53.27 feet; thence South 61°50'24" East 63.57 feet; thence South 74°18'03" East 88.48 feet; thence South 75°29'30" East 100.37 feet; thence South 71°12'45" East 106.52 feet; thence South 70°11'56" East 86.61 feet; thence South 73°41'55" East 78.15 feet; thence South 76°55'52" East, 59.27 feet; thence North 88°31'05" East 76.85 feet; thence North 81°21'19" East 88.21 feet; thence North 72°50'53" East 210.68 feet; thence leaving said water, South 00°00'00" East 87.34 feet to the Point of Beginning, changed from Agriculture-2 and Conservation to Mixed Use-Urban Development shall be subject to the following condition. Until such time as centralized sanitary sewer service is provided to said parcel, the maximum allowable density shall be 4 units per acre. Upon centralized sanitary sewer service being made available to said parcel, a maximum of 10 dwelling units per acre shall be permissible on said parcel.

Section 3. Pursuant to an application, CPA 12-01, by Board of County Commissioners, to amend the text of the Comprehensive Plan, Policy I.3.2 of the Future Land Use Element of the Comprehensive Plan, is hereby amended to read, as follows:

Policy I.3.2 The County shall maintain the rural character of rural areas by limiting development activity to those areas whose intensities are characteristic of and compatible with rural areas. Land use definitions specifying densities and intensities of residential and nonresidential uses in rural and urban development areas will be specified by policy and are as follows:

Agriculture 1

Areas now used and appropriate for continued use primarily in very large-scale agricultural activities, primarily timber-producing lands. Agricultural uses may include, but are not limited to, crop production, pasture lands, silviculture, orchards and groves and forestry. Dwellings and associated accessory farm buildings are allowable. New residential development is allowable, not to exceed one unit per twenty acres; however, transfer of property to members of the principal owner's immediate family is allowable without regard to the density limitations, provided that all other applicable requirements are met during development. Density is calculated on a gross basis. In order to preserve the working landscape, residential units could be clustered on one portion of the property (minimum lot size one (1) acre), leaving the balance of the property to continue to operate as a working farm. Cluster development is allowed subject to the requirements set forth in the objectives and policies of the comprehensive plan and provided that the maximum gross density is not exceeded. The open space ratio shall be 75%. Public uses may be allowed, subject to appropriate land development regulations to ensure compatibility and harmony of scale and character. Intensity, as measured by land coverage, shall not exceed 25%.

Agriculture 2

Areas now used and appropriate for continued use primarily in medium to large-scale agricultural activities. This includes areas appropriate for a variety of agricultural uses, including but not limited to crop land, pasture land, orchards and groves, or forestry. Dwellings and associated accessory farm buildings are allowable. Density for residential use shall not exceed 1 unit per 10 acres, except the transfer of property to members of the principal owner's immediate family is allowable without regard to the density limitation, provided that all other applicable requirements are met. Density is calculated on a gross basis. In order to preserve the working landscape, residential units could be clustered on one portion of the property, leaving the balance of the property to continue to operate as a working farm. Cluster development is allowed subject to the requirements set forth in the objectives and policies of the comprehensive plan and provided that the maximum gross density is not exceeded. The open space ratio shall be 75%. Very limited neighborhood commercial or public use may be allowed, subject to appropriate land development regulations to ensure compatibility and harmony of scale and character. Intensity, as measured by land coverage, shall not exceed 25%. Rural neighborhoods are allowed to continue and infill within such areas is allowed. These neighborhoods are usually found at a rural crossroads and typically include at least two of the following elements within a one-half mile radius: a cluster of ten or more homes, a church, a cemetery, an old schoolhouse, and/or a general store.

Agricultural/Rural Residential

Areas now used and appropriate for continued use primarily in small to medium-scale agricultural activities. This includes areas appropriate for a variety of agricultural uses, including but not limited to crop land, pasture land, orchards and groves, or forestry. Dwellings and associated accessory farm buildings are allowable. Density for residential use shall not exceed 1 unit per 5 acres, except the transfer of property to members of the principal owner's immediate family is allowable without regard to the density limitation, provided that all other applicable requirements are met. Density is calculated on a gross basis. In order to preserve the working landscape, residential units could be clustered on one portion of the property, leaving the balance of the property to continue to operate as a working farm. Cluster development is allowed subject to the requirements set forth in the objectives and policies of the comprehensive plan and provided that the maximum gross density is not exceeded. The open space ratio shall be 60%. Very limited neighborhood commercial or public use may be allowed, subject to appropriate land development regulations to ensure compatibility and harmony of scale and character. Intensity, as measured by land coverage, shall not exceed 40%. Rural neighborhoods are allowed to continue and infill within such areas is allowed. These neighborhoods are usually found at a rural crossroads and typically include at least two of the following elements within a one-half mile radius: a cluster of ten or more homes, a church, a cemetery, an old schoolhouse, and/or a general store.

Conservation

Area with extremely limited development potential due to environmental sensitivity, publicly owned natural reservations, or other lands identified for such protective treatment. Limited use for passive recreation is appropriate, only as may be consistent with protection of the area; existing silviculture is also allowable subject to Best Management Practices. Residential use may be allowable not to exceed one unit per 40 acres.

Mixed Use: Rural Residential

The rural residential classification is intended for rural areas which are undergoing transition from primarily agricultural to a mixed use and eventually will be predominantly residential; associated business activity is also appropriate. Residential uses will account for approximately 75% of the total land use in these areas, while the remaining land use may consist of a mix of commercial, small-scale industrial and public uses. To ensure a compatible mix of uses, landscaped buffer areas will be required between residential and non-residential uses. The land development regulations will also have standards for building placement. Density ranges up to 1 unit per 2 acres. The intensity, as measured by land coverage, shall not exceed 50 percent for all uses. In addition, public, charter, and private elementary and middle schools are permitted within the mixed use rural residential land use classification.

Mixed Use: Urban Development Residential Medium-High Density

This land use category is intended for a mix of residential and business uses generally adjacent to existing and urbanizing areas. It is designed to accommodate the needs of residents in the unincorporated area and the areas adjacent to incorporated municipalities. This is a more intense mixed use category than the rural residential classification, allowing more business use and somewhat higher to medium density residential development. To ensure the compatibility of land uses, the land

development regulations will include standards for land coverage, building placement and landscaped buffers. Densities up to 2 units per acre are allowable. If either or both central water and sewer are provided units may be clustered for greater density on a parcel, but shall not exceed gross density of 8 units per acre. Public uses are also permissible. The intensity of development, as measured by impervious surface ratio, shall not exceed 60 percent for all uses. In addition, public, charter and private elementary, middle and high schools are permitted within this land use classification.

Mixed Use Medium-High Density is a land use classification intended for a mix of moderate density residential, recreational, public and commercial uses as a unified development. Lands classified as Mixed Use consist of areas used for a mix of residential, recreational, public and commercial uses subject to the following:

- (a) Residential land uses shall comprise a minimum of 50 percent and not exceed 75 percent of the gross acreage. Residential units may be clustered for greater density on a parcel, but not to exceed the gross allowable density for the land use classification of the parcel.
- (b) Commercial land uses shall comprise a minimum of 10 percent and not exceed 25 percent of the gross acreage. Commercial uses shall be clustered within nodes or centers and not more than 25 percent of the frontage of arterial roadway shall be used for commercial use. The commercial nodes shall be interconnected with other land uses to minimize the need to use external roads to access the commercial uses. Access to roadways classified within this Comprehensive Plan as arterial roadways shall be minimized to prevent a strip development pattern, unless frontage roads are utilized;
- (c) Recreation land uses shall comprise a minimum of 5 percent and not exceed 15 percent of the gross acreage of the development. The recreational uses shall provide either resource based or activity based recreation facilities for the residents of the development, but may also provide such activities to other residents of the County at large;
- (d) Public and institutional land uses may comprise up to 25 percent of the total acreage. Locations for public uses such as U.S. Post Offices, government buildings and schools, as well as institutional uses, such as houses of worship and civic organizations are encouraged, but not required. Public and institutional land uses shall be located within or adjacent to a commercial node, if possible;
- (e) All development within the Mixed Use classification shall be required to connect to a central potable water system when available. When a sanitary sewer system with adequate capacity is available to the development (available is defined as within one-quarter of a mile of the development) all residential, commercial, recreational and public buildings shall connect to both water and sanitary sewer systems. If, within the designated mixed use urban development area of the coastal high hazard area central sewer is not available conventional septic tank systems shall not be permitted and only performance based septic systems that can produce a treatment standard of 10 milligrams per liter of nitrogen or less shall be installed. This shall be limited to new construction or replacement of a failed septic tank system.

Mixed Use: Urban Development

This land use category is intended for a mix of residential and business uses generally adjacent to existing urbanized areas. It is designed to accommodate the needs of residents in the unincorporated area and the adjacent incorporated municipalities. This is a more intense mixed use category than the rural residential classification, allowing more business use and somewhat higher density residential development. To ensure the compatibility of land uses, the land development regulations will include standards for land coverage, building placement and landscaped buffers. Densities up to 2 units per acre are allowable. If either or both central water and sewer are provided units may be clustered for greater density on a parcel, but shall not exceed gross density as outlined in the Future Land Use element of this Comprehensive Plan. Public uses are also permissible. The intensity of development, as measured by land coverage, shall not exceed 60 percent for all uses. In addition, public, charter and private elementary, middle and high schools are permitted within the mixed use: urban development land use classification.

Mixed Use (Urban Development) is a land use classification intended for a mix of moderate density residential, recreational, public and commercial uses as a unified development. Lands classified as Mixed Use consist of areas used for a mix of residential, recreational, public and commercial uses subject to the following:

- (a) Residential land uses shall comprise a minimum of 50 percent and not exceed 75 percent of the gross acreage. Residential units may be clustered for greater density on a parcel, but not to exceed the gross allowable density for the land use classification of the parcel.
- (b) Commercial land uses shall comprise a minimum of 10 percent and not exceed 25 percent of the gross acreage. Commercial uses shall be clustered within nodes or centers and not more than 25 percent of the frontage of arterial roadway shall be used for commercial use. The commercial nodes shall be interconnected with other land uses to minimize the need to use external roads to access the commercial uses. Access to roadways classified within this Comprehensive Plan as arterial roadways shall be minimized to prevent a strip development pattern, unless frontage roads are utilized;
- (c) Recreation land uses shall comprise a minimum of 5 percent and not exceed 15 percent of the gross acreage of the development. The recreational uses shall provide either resource based or activity based recreation facilities for the residents of the development, but may also provide such activities to other residents of the County at large;
- (d) Public and institutional land uses may comprise up to 25 percent of the total acreage. Locations for public uses such as U.S. Post Offices, government buildings and schools, as well as institutional uses, such as houses of worship and civic organizations are encouraged, but not required. Public and institutional land uses shall be located within or adjacent to a commercial node, if possible;
- (e) All development within the Mixed Use classification shall be required to connect to a central potable water system when available. When a sanitary sewer system with adequate capacity is available to the development (available is defined as within one-quarter of a mile of the development) all residential, commercial, recreational and public buildings shall connect to both water and sanitary sewer systems. If, within the designated mixed use urban development area of the coastal high hazard area central sewer is not available conventional septic tank systems shall not be permitted and only performance based septic systems that can produce a treatment standard of 10 milligrams per liter of nitrogen or less shall be installed. This shall be limited to new construction or

replacement of a failed septic tank system.

Water Oriented Commercial

This land use category is primarily designed for commercial uses related to water oriented activities including, but not limited to, tourism-oriented hotels and motels, restaurants, recreational vehicle parks, boat ramps, bait and tackle shops, campgrounds, and marine-related specialty retail shops. Docking space, accessory to a permitted use and limited to transient use except for the owner, employee, lessee, custodian or watchman living in a permitted accessory dwelling unit as described below, may be permitted by special exception subject to approval of all applicable outside agency permits by all such agencies. One dwelling unit for use by either the owner, an employee, lessee, custodian, or watchman (including immediate family) may be permitted as an accessory use as part of an approved site plan where such dwelling unit is located on the same lot or parcel. Public uses are also permissible. The intensity of non-residential development, as measured by land coverage, shall not exceed 50 percent. Where an accessory use for a single residential unit has been approved pursuant to the above limitations, the land coverage shall not exceed 60 percent.

Industrial

This category of land use is intended for industry such as wood product processing, warehousing, storage, manufacturing, airport and aviation related uses, as well as public, charter and private schools teaching industrial arts curriculum. Limited commercial uses are also permissible consistent with the industrial character of the area. One dwelling unit for use by either the owner, an employee, lessee, custodian, or watchman (including immediate family) may be permitted as an accessory use as part of an approved site plan where such dwelling unit is located on the same lot or parcel. Public uses are also permissible. The intensity of non-residential development, as measured by land coverage, shall not exceed 75 percent. Where an accessory use for a single residential unit has been approved pursuant to the above limitations, the land coverage shall not exceed 80 percent. The floor area ratio (FAR) shall not exceed .25.

Public

This land use category provides for educational uses, recreation uses, conservation and public facilities. Uses in this category include only institutional, recreation, conservation and public service/utility. Intensity, as measured by land coverage shall not exceed 50 percent for institutional uses, and 25 percent for all other allowed uses. The floor area ratio (FAR) shall not exceed .25.

Aviation Related Commercial

Permissible uses in this land use category are limited to those uses which are characterized by the aviation industry or provide necessary services to aviation-related uses. Such uses may be of industrial, commercial, institutional or office character if related to aviation. Government uses, other public uses and essential services such as utilities and communications are also permissible. Intensity, as measured by land coverage, shall not exceed 60 percent. The floor area ratio (FAR) shall not exceed .25.

Sweetwater Resort Community

- 1) Purpose and intent. The Sweetwater Resort Community future land use category shall apply to approximately 1,291 acres of land, situated along Dekle Beach Road and County Road 361, as depicted on the Taylor County Future Land Use Map. The area shall not be the subject of a small scale

comprehensive plan amendment at any time in the future. The land use category provides for a compact, integrated mixed-use resort community that is designed with connectivity among the uses in order to promote a pedestrian/biking/golf cart transportation network. Proposed development is primarily clustered in upland areas to create large tracts of open space, protect environmentally sensitive areas, and promote ecotourism. The community shall be served by central water and sewer. The Sweetwater Resort Community shall provide a positive fiscal impact for Taylor County which is designated as a Rural Area of Critical Economic Concern.

- 2) Sub-area Descriptions. Within the Sweetwater Resort Community land use category, three general sub-areas as shown on Figure 4 will apply to the land as follows:
 - a) Development Area. The development area will consist of nodes of development (A, B, C, D, E, and F), including a mixed-use town center (E and F), with access to County Road 361 where residential, commercial, hotel/conference center, recreation, civic/public uses, roads, trails, boardwalks, kayak launching facility, and supporting infrastructure will occur. This area occupies approximately 127 acres.
 - b) Golf Course Area. The golf course area will be limited to an 18-hole golf course, 12,000 square foot clubhouse, 6,500 square foot maintenance facility, and supporting infrastructure. This area occupies approximately 147 acres.
 - c) Conservation Area. The conservation area is the remainder of the land that is not developed and shall be designated conservation with the following allowable uses: fishing, passive recreation including boardwalks and park areas, water resources utilization, and preservation/conservation. This area occupies approximately 1,017 acres.
- 3) Development Standards. The following development standards shall apply to development within the Sweetwater Resort Community land use category and shall be implemented in a manner consistent with the purpose and guidelines of this policy.
 - a) Permitted Uses. Permitted uses shall be limited to the following: residential, hotels/conference centers, commercial uses, golf course, civic/public uses, roads, utilities and other infrastructure services, silvicultural uses except in the Conservation Area, recreation and conservation/preservation uses. Other water-oriented recreational access uses are permitted, but may require additional modification to the Development Area sub-area description. The applicant shall be responsible for acquiring all applicable environmental permits necessary to approve other water-oriented recreational access uses.
 - b) Density/Intensity. Development within the Sweetwater Resort Community land use category shall be limited to:
 1. 624 residential units, 400 resort hotel rooms, 150,000 square feet of commercial space, civic/public uses, roads, pedestrian/biking/cart trails, passive recreation, boardwalks, kayak launching facility and supporting infrastructure. Development Nodes A, B, and C as shown on Figure 4, will be limited to a total of 150 residential units and associated recreation uses with a neighborhood commercial center limited to 30,000 square feet located in Node B to serve the residential development. A neighborhood commercial center will also be located in node D to serve the hotel and residential development.

2. No more than 190 of the 624 residential units and no more than 150 of the 400 resort hotel rooms shall be allowed in the coastal high hazard area. Buildings shall be limited to a maximum of four habitable stories.
 3. An 18-hole golf course, a clubhouse no larger than 12,000 square feet, a maintenance facility no larger than 6,500 square feet, and supporting infrastructure.
- 4) Infrastructure. Central infrastructure shall be planned and designed for potable Water, sanitary sewer, roadways, and drainage. The County shall not be responsible for funding the provision of transportation and infrastructure required to support proposed development within the Sweetwater Resort Community. These systems will ultimately be maintained by the developer, homeowners or condominium or property owners association, a Community Development District, or other similar responsible entity.
- a) Potable Water. All potable water needs within the proposed development shall be serviced by a central potable water system. The developer will construct or cause to be constructed all necessary water service infrastructure to service the development.
 - b) Sanitary Sewer. All sanitary sewer needs within the proposed development shall be serviced by a central sanitary sewer system. The developer will provide wastewater treatment and disposal that complies with the applicable provisions of paragraph (4)(c) below. It is proposed that the wastewater treatment facility will use the Advanced Wastewater Treatment (AWT) process which produces an effluent of higher quality than achieved by traditional secondary treatment processes. However, if a hydrogeologic study performed during the permitting phase for a new wastewater treatment plant (WWTP), determines that a secondary treatment level similar to that of the existing WWTP will comply with the applicable provisions of paragraph (4)(c), the new WWTP shall not be required to use the AWT process.
 - c) Drainage. All stormwater runoff and drainage system improvements within the property will be designed and constructed in accordance with Chapter 408-4 F.A.C.; shall be constructed or caused to be constructed by the developer; and maintained by the developer, a home/condominium/property owners association, a Community Development District, or other similar responsible entity. Stormwater runoff will be treated by proposed wet detention stormwater management systems and will meet water quality standards required by the Suwannee River Water Management District (SRWMD) and Florida Department of Environmental Protection (FDEP) for Outstanding Florida Waters. The owner commits to maintaining natural freshwater flows to the aquatic preserve and associated salt marshes to ensure maintenance of the natural salinity regime of those waters, and to operating and maintaining the stormwater and wastewater treatment systems for the developed areas in a manner that ensures the water quality of the aquatic preserve and salt marshes is maintained in accordance with Chapter 62-302, F.A.C. Final design specifications for such additional water quality protection measures, which will be developed during project permitting, shall address the establishment of baseline pre-development water quality data for the aquatic preserve and salt marshes and establishment of a water quality monitoring program for those waters for a minimum of five (5)

years after the golf course is in operation. In addition, the golf course will obtain and maintain throughout the life of the golf course, the designation at the Silver Level in the Audubon International Signature Cooperative Sanctuary Program in order to achieve heightened water quality and conservation benefits. In addition, the golf course will implement the protective measures and guidelines listed below:

- Use a rainwater collection or gray water system for irrigation, and flushing toilets, and otherwise recapturing and reusing- water resources.
 - Minimize water usage by monitoring water consumption and installing low-flow devices.
 - Evaluate sustainable yields for the lowest flow periods of water supply and design delivery systems to accommodate those periods.
 - Maximize the use of native and naturalized plants and turf that are biologically appropriate for the natural region, to avoid or minimize use of irrigation, fertilizers, and pesticides.
 - Design and maintain irrigation systems to use the minimum amount of water needed, and only where and when necessary.
 - Control erosion and runoff.
 - Avoid or minimize the use of fertilizers and pesticides and store, handle, and dispose of them in ways that will not result in contamination to ground and surface waters.
 - Use organic fertilizers, where fertilization is necessary.
 - Avoid direct drainage to surface waters from areas where fertilizers or pesticides are used, and maintain vegetative buffers along the margins of water bodies to filter fertilizers, pesticides, other contaminants, and sediments.
- 5) Wetland Protection. Development shall be clustered to avoid encroachments into wetlands. Less than three percent of the total wetlands within the 1,291-acre site will be directly impacted by development. In the golf course area direct wetland impacts shall not exceed 16.5 acres. Development shall comply with the state permitting requirements, including required mitigation and wetland buffers, in accordance with Chapter 62, F.A.C. Mitigation to offset proposed wetlands impacts will be determined using the Uniform Mitigation Assessment Method, Chapter 62-345 F.A.C.

Section 4. Pursuant to an application, CPA 12-01, by Board of County Commissioners, to amend the text of the Comprehensive Plan, Policy I.3.6 of the Future Land Use Element of the Comprehensive Plan, is hereby added to read, as follows:

Policy 1.3.6 Transfer of Development Rights (redistribution of residential units from one project area boundary (sending area) to a separate project area boundary (receiving area)) is permitted in conjunction with a Future Land Use Map Amendment that clearly depicts the sending area, the receiving area, and the number of residential units transferred.

Section 5. Pursuant to an application, CPA 12-01, by Board of County Commissioners, to amend the text of the Comprehensive Plan, Policy I.6.3 of the Future Land Use Element of the Comprehensive Plan, is hereby amended to read, as follows:

Policy I.6.3 The County shall limit the intensity of development by requiring that the length of lots less than 10 acres in size does not exceed three times the width of lots which are less than ten acres within all land use categories which permit dwelling units.

Section 6. Pursuant to an application, CPA 12-01, by Board of County Commissioners, to amend the text of the Comprehensive Plan, Figure 1 of Policy I.16.5 of the Future Land Use Element of the Comprehensive Plan, is hereby deleted.

Section 7. Pursuant to an application, CPA 12-01, by Board of County Commissioners, to amend the text of the Comprehensive Plan, Policy I.18.2 of the Future Land Use Element of the Comprehensive Plan, is hereby amended to read, as follows:

Policy I.18.2 Density transferring shall be defined as the redistribution of residential units from one project area boundary (sending area) to a separate project area boundary (receiving area). A Comprehensive Plan Amendment shall be required to transfer additional density, and a Future Land Use Map Amendment shall be required to clearly depict the sending area and the receiving area.

Section 8. Pursuant to an application, CPA 12-01, by Board of County Commissioners, to amend the text of the Comprehensive Plan, Policy I.18.9 of the Future Land Use Element of the Comprehensive Plan, is hereby amended to read, as follows:

Policy I.18.9 Agriculture-Transfer lands managed for timber production shall continue to use silviculture Best Management Practices as prescribed by the Florida Division of Forestry's 2008 Silviculture Best Management Practices manual, or a different manual mutually agreed to by the County, the landowner, and the Department of Economic Opportunity.

Section 9. Pursuant to an application, CPA 12-01, by Board of County Commissioners, to amend the text of the Comprehensive Plan, Table I-2 of the Future Land Use Element of the Comprehensive Plan, is hereby amended to read, as follows:

Table I-2: Planning Areas	
Planning Area 1	
Planning Area Type: Urban	
Land Use Category: Coastal Village	
Total Acres	7,942 acres
Maximum Residential Units	4,658 units
Net Residential Density	See Table I-1
Maximum Non-Residential SF (Office /Retail/ Hotel/Medical/ Recreation/ Education) (1)	920,000 SF
Maximum Industrial SF	125,000 SF
Planning Area 2/3	
Planning Area Type: Urban	
Land Use Category: Coastal Village	
Total Acres	2,225 acres
Maximum Residential Units	2,285 units
Net Residential Density	See Table I-1
Maximum Non-Residential SF (Office /Retail/ Hotel/Medical/	244,000 SF

Recreation/ Education) (1)	
Maximum Industrial SF	0 SF
Planning Area 4/5/6	
Planning Area Type: Urban	
Land Use Category: Coastal Village	
Total Acres	2,821 acres
Maximum Residential Units	2,401 units
Net Residential Density	See Table I-1
Maximum Non-Residential SF (Office /Retail/ Hotel/Medical/ Recreation/ Education) (1)	440,000 SF
Maximum Industrial SF	0 SF
Planning Area 7	
Planning Area Type: Urban	
Land Use Category: Coastal Village	
Total Acres	3,781 acres
Maximum Residential Units	5,050 units
Net Residential Density	See Table I-1
Maximum Non-Residential SF (Office /Retail/ Hotel/Medical/ Recreation/ Education) (1)	846,000 SF
Maximum Industrial SF	125,000 SF
Planning Area 8	
Planning Area Type: Urban	
Land Use Category: Coastal Village	
Total Acres	1,499 acres
Maximum Residential Units	419 units
Net Residential Density	See Table I-1
Maximum Non-Residential SF (Office /Retail/ Hotel/Medical/ Recreation/ Education) (1)	47,000 SF
Maximum Industrial SF	0 SF
Planning Area 11	
Planning Area Type: Urban	
Land Use Category: Regional Employment Center	
Total Acres	2,946 acres
Maximum Residential Units	0 units
Net Residential Density	n/a
Maximum Non-Residential SF (Commercial, Business/Office,	120,000 SF

Educational/Training Campus, Medical) (1) (2)	
Maximum Industrial/Warehousing SF (2)	2,000,000 SF
Planning Area 12	
Planning Area Type: Urban	
Land Use Category: Regional Employment Center	
Total Acres	3,525 acres
Maximum Residential Units	0 units
Net Residential Density	n/a
Maximum Non-Residential SF (Commercial, Business/Office, Educational/Training Campus, Medical) (1) (2)	200,000 SF
Maximum Industrial/Warehousing SF (2)	2,000,000 SF
Planning Area 13	
Planning Area Type: Urban	
Land Use Category: Suburban Village	
Total Acres	282 acres
Maximum Residential Units	910 units
Net Residential Density	See Table I-1
Maximum Non-Residential SF (Office /Retail/ Hotel/Medical/ Recreation/ Education) (1)	20,000 SF
Maximum Industrial SF	0 SF
Planning Area 14	
Planning Area Type: Rural	
Land Use Category: Conservation Community	
Total Acres	1,890 acres
Maximum Residential Units	1,066 units
Net Residential Density	See Table I-1
Maximum Non-Residential SF (Office /Retail/ Hotel/Medical/ Recreation/ Education) (1)	126,000 SF
Maximum Industrial SF	0 SF
Planning Area 15	
Planning Area Type: Urban	
Land Use Category: Suburban Village	
Total Acres	2,886 acres
Maximum Residential Units	2,780 units
Net Residential Density	See Table I-1
Maximum Non-Residential SF (Office /Retail/ Hotel/Medical/	306,000 SF

Recreation/ Education) (1)	
Maximum Industrial SF	0 SF
Planning Area 16	
Planning Area Type: Urban	
Land Use Category: Regional Employment Center	
Total Acres	5,120 acres
Maximum Residential Units	4,004 units
Net Residential Density	See Table I-1
Maximum Non-Residential SF (Commercial, Business/Office, Educational/Training Campus, Medical) (1) (2)	1,649,000 SF
Maximum Industrial/Warehousing SF (2)	400,000 SF
Planning Area 18	
Planning Area Type: Rural	
Land Use Category: Regional Employment Center	
Total Acres	8,092 acres
Maximum Residential Units (unless consistent with FLU Policy I.17.4)	0 units
Net Residential Density	n/a
Maximum Non-Residential SF (Commercial, Business/Office, Educational/Training Campus, Medical) (1) (2)	0 SF
Maximum Industrial/Warehousing SF (2)	5,600,000 SF
Planning Area 19	
Planning Area Type: Rural	
Land Use Category: Rural Village	
Total Acres	2,280 acres
Maximum Residential Units	2,100 units
Net Residential Density	See Table I-1
Maximum Non-Residential SF (Office /Retail/ Hotel/Medical/ Recreation/ Education) (1)	236,000 SF
Maximum Industrial SF	0 SF

Notes:

- (1) Does not include public school facilities required to maintain Level of Service standards.
- (2) Unless consistent with Policy I.19.4.

Section 10. Pursuant to an application, CPA 12-01, by Board of County Commissioners, to amend the text of the Comprehensive Plan, Policy IV.2.4 of the Sanitary Sewer, Solid Waste, Drainage, Potable Water and Natural Groundwater Aquifer Recharge Element of the Comprehensive Plan, is hereby amended to read, as follows:

Policy IV.2.4 The County shall allow the use of package wastewater facilities within Mixed Use Urban Development areas, the Sweetwater Resort Community, Coastal Villages, Coastal Village Centers, Suburban Villages, and Regional Employment Centers, until a centralized sanitary sewer service is available, subject to current regulatory jurisdiction and operating standards.

Section 11. Pursuant to an application, CPA 12-01, by Board of County Commissioners, to amend the text of the Comprehensive Plan, Policy IV.2.6 of the Sanitary Sewer, Solid Waste, Drainage, Potable Water and Natural Groundwater Aquifer Recharge Element of the Comprehensive Plan, is hereby amended to read, as follows:

Policy IV.2.6 All new development within the Urban Planning Areas of the 2035 Future Land Use Map shall be connected to central potable water and wastewater systems, when available. If central potable water and wastewater systems are not available, package facilities may be used on an interim basis, consistent with Policy IV.2.4. Septic systems shall be prohibited. The DRI Development Order for each Urban Planning Area shall require the developer to establish a Community Development District, ("District"), or similar mechanism, pursuant to applicable provisions of Florida Law. The District shall be responsible for the design, construction, operation and maintenance of the interim water and wastewater systems within the Planning Area. As additional DRIs for each Planning Area are approved, but no later than when wastewater flows reach a level of 0.25 million gallons per day (MGD), the Taylor County Board of County Commissioners shall require the District to evaluate the feasibility of combining the interim planning area facilities into a sub-regional facility. The District evaluation shall consider the environmental and economic advantages to consolidating the interim facilities, and at its discretion, shall consolidate those interim facilities. A sub-regional facility shall be considered to serve Planning Areas 1, and 2/3; a separate sub-regional facility shall be considered to serve Planning Areas 4/5/6, 7, and 8.

For Planning Areas in the Perry Urban Service Area, the development order for the first DRI approved for that service area shall include a condition that directs new development to be served either by the city of Perry or by a sub-regional water and wastewater system designed for the DRI. In the case that it is determined by the Taylor County Board of County Commissioners that a sub-regional plant is desired, then a condition shall be placed in the DRI requiring the establishment of a Community Development District, and the requirements shall be the same as for the Coastal District.

Section 12. Pursuant to an application, CPA 12-01, by Board of County Commissioners, to amend the text of the Comprehensive Plan, Policy IV.5.2 of the Sanitary Sewer, Solid Waste, Drainage, Potable Water and Natural Groundwater Aquifer Recharge Element of the Comprehensive Plan, is hereby amended to read, as follows:

Policy IV. 5.2 Except at otherwise provided in the Comprehensive Plan, the County shall permit residential densities in excess of 2 dwelling units per acre but less than or equal to 4 dwelling units per acre only within areas served by centralized potable water systems, and residential densities in excess of 4 dwelling units per acre only within areas served by centralized potable water and centralized sanitary sewer systems.

Section 13. Pursuant to an application, CPA 12-01, by Board of County Commissioners, to amend the text of the Comprehensive Plan, Policy V.2.4 of the Conservation Element of the Comprehensive Plan, is hereby amended to read, as follows:

Policy V.2.4 The County shall require that, unless impacts are mitigated pursuant to Florida Department of Environmental Protection or other appropriate state agency requirements, a 25-foot natural buffer shall be maintained around all wetlands and prohibit the location of agricultural, residential, commercial and industrial land uses within the buffer areas. Mitigation measures must be acceptable to the Department of Environmental Protection or other governmental agency having mitigation permit jurisdiction but allow silviculture and resource based recreation activities within the buffer areas in accordance with the silviculture policies of the Conservation element of this Comprehensive Plan. Normal agricultural and pine silvicultural activities shall be allowed, subject to Best Management Practices 2000 as adopted by the Florida Department of Agriculture or Florida Division of Forestry, as appropriate, and also subject to the current regulatory requirements of Chapters 373 and 403, Florida Statutes, and the rules, regulations and permitting requirements of the Suwannee River Water Management District and other State or Federal governmental agencies having jurisdiction. Unless further restricted by the County's Land Development Regulations, normal hardwood silvicultural activities shall be allowed subject to Best Management Practices and other regulatory requirements as cited for pine silviculture above.

Section 14. Pursuant to an application, CPA 12-01, by Board of County Commissioners, to amend the text of the Comprehensive Plan, Policy V.4.1 of the Conservation Element of the Comprehensive Plan, is hereby amended to read, as follows:

- Policy V.4.1 The County shall require an assessment of the potential adverse effects on rare and endangered species for the following:
1. All development within the 25-foot regulated natural buffer adjacent to all perennial rivers, streams and creeks, and those which are intermittent in nature, but which have a distinct, identifiable stream bed or creek run.
 2. All development with the 75-foot regulated natural buffer adjacent to all perennial Rivers, streams and creeks located within the significant natural areas identified in the Comprehensive Plan.
 3. All development within 25 feet of a wetland or water body other than as described in 1. and 2. above.
 4. Plan amendments which increase density or intensity of development in the Agricultural-1, Agricultural-2, Agricultural/Rural Residential, and Mixed Use: Rural Residential districts.

Section 15. Pursuant to an application, CPA 12-01, by Board of County Commissioners, to amend the text of the Comprehensive Plan, Goal VIII of the Capital Improvements Element of the Comprehensive Plan, is hereby amended to read, as follows:

GOAL VIII - THE COUNTY SHALL ANNUALLY ADOPT AND IMPLEMENT A CAPITAL IMPROVEMENTS PROGRAM WHICH COORDINATES THE TIMING AND PRIORITIZES THE DELIVERY OF THE NEEDS ADDRESSED WITHIN THE OTHER ELEMENTS OF THIS COMPREHENSIVE PLAN.

Section 16. Pursuant to an application, CPA 12-01, by Board of County Commissioners, to amend the text of the Comprehensive Plan, Objective VIII.1 of the Capital Improvements Element of the Comprehensive Plan, is hereby amended to read, as follows:

- OBJECTIVE VIII.1** The County shall continue to provide capital improvements to correct the existing and projected deficiencies as identified within the schedule of improvements and funding of this plan element, by adopting an annual capital

improvements budget, which is consistent with the schedule of improvements and funding.

Section 17. Pursuant to an application, CPA 12-01, by Board of County Commissioners, to amend the text of the Comprehensive Plan, Policy VIII.4.1 of the Capital Improvements Element of the Comprehensive Plan, is hereby amended to read, as follows:

Policy VIII.4.1 The County shall incorporate within the County's annual budgeting process, a capital improvements budget which addresses the needed projects found in the schedule of improvements and funding of this plan element.

Section 18. Pursuant to an application, CPA 12-01, by Board of County Commissioners, to amend the text of the Comprehensive Plan, the Implementation, Long Term List of Improvements of the Capital Improvements Element of the Comprehensive Plan, is hereby amended to read, as follows:

IMPLEMENTATION

LONG TERM LIST OF IMPROVEMENTS

The long term list of improvements shown in Table VIII-2 represents a list of capital improvements needed to maintain adopted Level of Service standards at the buildout year (2035). In conjunction with the annual update of the Capital Improvements Element, the County shall review this long term list on an annual basis to determine if any projects are required within the short term (5-year) planning horizon. If applicable, the project shall be added to the Table VIII-1: Five Year Schedule of Capital Improvements, including a revenue source.

The following list is based upon the Data and Analysis Report, which although not a part of this plan, provides the foundation for the determination of the economic feasibility of any projects listed.

TABLE VIII-2

LONG TERM LIST OF IMPROVEMENTS

2016 – 2035

Transportation Facilities (1)		
Widen Existing Roads:		
Roadway Segment	From	To
State Roads – from 2 to 4 lanes:		
1. SR 20/US 19/US 27	CR 275/Connel Rd.	Lafayette Co. Line
2. SR 30/US 98	CR 588	Sandra St.
3. SR 51/SR 490	CR 361 (S)	Dixie County Line
State Roads – from 4 to 8 lanes:		
1. SR 55/US 19/US 98	Steinhatchee River	US 221/SR 55
County Roads – from 2 to 4 lanes		
1. CR 361/Keaton Beach Rd	US 19/98	New N/S Coastal Road
2. New N/S Coastal Road	SR 51	CR 361/Keaton Beach Rd
3. CR 359B Osteen Road	US 98 / SR 30	CR 361B/Woods Creek Rd
4. CR 361A/Spring Warrior	Potts Still Road	CR 359/Golf Course Rd
5. CR 30A	CR 361A/Puckett Road	US 19/27A
6. Potts Still Road	CR 361A	CR 361
7. CR 361/Keaton Beach Rd	Potts Still Road	SR 55/US 19/98
8. CR 356/Hampton Springs	US 98	Courtney Grade

Pave Existing Roads:		
1. Potts Still Road (unpaved portion)	CR 361/Beach Rd	Paved Portion
2. Salem Tower Road	CR 361/Beach Rd	Fish Creek Road
3. Fish Creek Road	CR 361/Beach Rd	SR 55/ US 19
Alternative Corridor Improvements:		
1. New N/S Coastal Road Ext.	CR 361/Keaton Beach Rd	CR 361A/Spring Warrior
2. Western Loop Road	CR 361B/Woods Creek Rd	CR 30A/Holt Road
3. Hampton Springs Rd. Ext.	CR 356/Hampton Springs Rd	CR 362/Houck Road
4. CR 356 Connector to US 27	CR 356 (east of SR 30/US 19)	SR 20/US 27
Potable Water and Wastewater Facilities		
<ul style="list-style-type: none"> ▪ Potable water facilities with the capacity to serve up to 8.2 million gallons per day (MGD), potentially consisting of: <ul style="list-style-type: none"> ○ Two sub-regional facilities in the Coastal District and one sub-regional facility in the Perry Urban District; or ○ Expansion of existing systems in the Coastal District and Perry Urban District. ▪ Wastewater facilities with the capacity to serve up to 7.8 million gallons per day (MGD), potentially consisting of: <ul style="list-style-type: none"> ○ Two sub-regional facilities in the Coastal District and one sub-regional facility in the Perry Urban District; or ○ Expansion of existing systems in the Coastal District and Perry Urban District. 		
Public School Facilities		
<ul style="list-style-type: none"> ▪ Two Elementary Schools ▪ Two Middle Schools ▪ One High School 		
Parks and Recreation (2)		
<ul style="list-style-type: none"> ▪ 54 acres of parks ▪ 2 swimming access points ▪ 5 fishing access points ▪ 11 fishing boat ramps ▪ 2 acres of campground ▪ 108 picnic tables ▪ 5 miles of hiking trail ▪ 38 acres of managed conservation area ▪ 4 multi-purpose playing fields ▪ 9 baseball/softball fields ▪ 7 tennis courts 		
Drainage		
<ul style="list-style-type: none"> ▪ All stormwater management facilities for new development will be provided in accordance criteria as established by the Suwannee River Water Management District (SRWMD), Florida Department of Environmental Protection (FDEP) and Taylor County. 		

Solid Waste
<ul style="list-style-type: none"> ▪ New solid waste disposal facility within Taylor County; or ▪ Contracted service for privately-owned and operated solid waste facility.

Notes:

- (1) All transportation improvements listed may not be required, as this represents a conservative estimate of maximum potential traffic impacts and is provided for planning purposes. A combination of these (or other) improvements may be required to meet the County's projected level of service and system needs. Specific mitigation requirements will be determined at the time of development order approval
- (2) Available inventory of existing Parks and Recreational facilities is not maintained by the County. Actual facilities to be provided by new development shall be subject to available capacity and evaluated at the time of DRI application.

Section 19. Pursuant to an application, CPA 12-01, by Board of County Commissioners, to amend the text of the Comprehensive Plan, the Concurrency Management System of the Capital Improvements Element of the Comprehensive Plan, is hereby amended to read, as follows:

CONCURRENCY MANAGEMENT SYSTEM

Section 163.3180(1)(b) Florida Statutes, as amended, requires the adoption of a concurrency management system to ensure that facilities and services needed to support development are available concurrent with the impacts of such development. This concurrency management system is designed to ensure that prior to the issuance of a development order and development permit, that the adopted level of service standards required within this Comprehensive Plan for roads, potable water, sanitary sewer, solid waste, drainage, and recreation and open space will be maintained.

The County has adopted policies within this Comprehensive Plan, which establish level of service standards for public facilities. The concurrency management system, in turn, provides a mechanism for the County to ensure the maintenance of the standards concurrent with the impacts of development.

PURPOSE AND OVERVIEW

The County shall require a concurrency review be made with applications for development approvals and a Certificate of Concurrency issued prior to development. If the application is deemed concurrent, a Certificate of Concurrency will be issued by the Land Development Regulation Administrator. If the development requires any other development permit, a copy of the Certificate of Concurrency shall be included with any future application for a development permit. A separate concurrency review shall not be required for each development permit for the same project.

For purposes of this Concurrency Management System, a development order means any order granting, denying, or granting with conditions an application for a development permit. Development permit includes any building permit, zoning permit, subdivision approval, rezoning, certification, special exception, variance, or any other official action of local government having the effect of permitting the development of land.

Concurrency review addresses only the availability of public facilities and capacity of services and a Certificate of Concurrency does not represent overall development approval. If the application for development is not concurrent, the applicant shall be notified that a certificate cannot be issued for the development. The burden of showing compliance with the adopted levels of service and meeting the concurrency test shall be upon the applicant.

The County shall review applications for development and a development approval shall be issued only if the proposed development does not lower the existing level of service of public facilities and

services below the adopted level of service in this Comprehensive Plan.

The minimum requirements for concurrency within this management system are as follows:

1. For Sanitary Sewer, Solid Waste, Drainage and Potable Water Facilities
 - (a) A development order or permit may be issued, subject to the condition that, at the time of issuance of a certificate of occupancy or its functional equivalent, if the necessary facilities and services are in place and available to serve the new development; or
 - (b) At the time the development order or permit is issued, the necessary public facilities and services are guaranteed in an enforceable development agreement, pursuant to Section 163. 3220, Florida Statutes, or an agreement or development order issued pursuant to Chapter 380, Florida Statutes, to be in place and available to serve new development at the time of the issuance of a certificate of occupancy or its functional equivalent.
2. For Parks and Recreation Facilities
 - (a) The County hereby opts out of state-mandated parks and recreation facilities concurrency requirements.
3. For Transportation Facilities
 - (a) The County hereby opts out of state-mandated transportation concurrency requirements.

Section 20. Pursuant to an application, CPA 12-01, by Board of County Commissioners, to amend the text of the Comprehensive Plan, the Concurrency Determination Procedures of the Capital Improvements Element of the Comprehensive Plan, is hereby amended to read, as follows:

CONCURRENCY DETERMINATION PROCEDURES

A concurrency test shall be made of the following public facilities and services for which level of service standards have been established in this Comprehensive Plan, which are: (1) sanitary sewer, (2) solid waste, (3) drainage, and (4) potable water.

The concurrency test for facilities and services will be determined by comparing the available capacity of a facility or service to the demand created by the proposed project. Available capacity will be determined by adding together the total excess capacity of existing facilities and the total capacity of any new facilities which meet the previously defined concurrency standards and subtracting any capacity committed through concurrency reservations or previously approved development orders.

1. For development orders and permits, the following determination procedures shall apply, as follows:
 - (a) If an applicant desires to determine whether there is sufficient capacity to accommodate their proposed project, the Land Development Regulation Administrator shall make an informal non-binding determination of whether there appears to be sufficient capacity in the public facilities and services to satisfy the demands of the proposed project.
If there appears to be insufficient capacity, the Land Development Regulation Administrator shall then make a determination of what public facilities or services would be deficient if the proposed project were approved.
 - (b) There are certain development approvals that are ineligible to receive concurrency reservation because they are too conceptual and, consequently, do not allow an accurate assessment of public facility impacts. These development approvals are land use amendments to the Comprehensive Plan and rezoning requests. Those development approvals shall receive a non-binding concurrency determination.
 - (c) Any concurrency determination, whether requested as part of an application for development approval or without an application for development approval, is a non-binding determination of what public facilities and services are available at the date of

inquiry. The issuance of a Certificate of Concurrency Compliance shall be the only binding action, which reserves capacity for public facilities and services.

2. For sanitary sewer, solid waste, drainage, and potable water, determination procedures shall apply, as follows:
 - (a) The County shall provide level of service information as set forth in the most recent Data and Analysis Report in support of the County's Comprehensive Plan.
 - (b) If such level of service information indicates that the proposed project would not result in a level of service failure, the concurrency determination would be that adequate facility capacity at acceptable levels of service was available.
 - (c) If such level of service information indicates that the proposed project would result in a level of service failure, the concurrency determination would be that adequate facility capacity at acceptable levels of service was not available at the date of application or inquiry.

Section 21. Severability. If any provision or portion of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions and portions of this ordinance shall remain in full force and effect.

Section 22. Conflict. All ordinances or portions of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

Section 23. Effective Date. Pursuant to Section 125.66, Florida Statutes, a certified copy of this ordinance shall be filed with the Florida Department of State by the Clerk of the Board of County Commissioners within ten (10) days after enactment by the Board of County Commissioners. This ordinance shall become effective upon filing of the ordinance with the Department of State.

The effective date of this plan amendment, if the amendment is not timely challenged, shall be thirty-one (31) days after the state land planning agency notifies the local government that the plan amendment package is complete. If timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the state land planning agency.

Section 24. Authority. This ordinance is adopted pursuant to the authority granted by Section 125.01, Florida Statutes, as amended, and Sections 163.3161 through 163.3248, Florida Statutes, as amended.

PASSED UPON FIRST READING on this _____ day of _____ 2013.

PASSED AND DULY ADOPTED, in regular session, with a quorum present and voting,
by the Board of County Commissioners this _____ day of _____ 2013.

Attest:

BOARD OF COUNTY COMMISSIONERS OF
TAYLOR COUNTY, FLORIDA

Annie Mae Murphy, County Clerk

Jody James DeVane, Chairman



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January 9, 2013

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

TRANSMITTED VIA ELECTRONIC MAIL ONLY
SIGNED ORIGINAL ON FILE

RE: Application No. CPA 12-01 (Board of County Commissioners)

Ordinance
Concerning an Amendment to the
Text of the Comprehensive Plan

Dear Danny:

Please find enclosed the above referenced revised ordinance for first reading only deleting text already adopted by Ordinance No. 2011-15 on December 13, 2011. Prior to the second reading of the ordinance, an ordinance for adoption and signature will be sent to the County.

The County Attorney should review the ordinance as to legal form and sufficiency.

If you have any questions concerning this matter, please do not hesitate to contact Sandra Joseph, Senior Planner, of the Planning Council=s Regional and Local Government Program staff at 352.955.2200, ext. 111.

Sincerely,

Scott R. Koons, AICP
Executive Director

Enclosures

SRK/cf

xc: Conrad C. Bishop, Jr., County Attorney
Jack R. Brown, County Administrator

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TAYLOR COUNTY PLANNING BOARD

Minutes

January 3, 2013

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

Members Present

James Ross Pam Wessels
Dale Rowell Michael Lynn
Rick Breer Ward Ketring

Staff Present

Danny Griner

Speakers Present

Bo Taff
Kenneth Hutchins

1. **Approval of August 2, 2012 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 August 2, 2012 meeting. Dale Rowell makes a motion to approve the August 2, 2012 minutes as written; James Ross seconds the motion; the motion passes by unanimous vote.
2. **CPA 12-01 Comprehensive Plan Amendment Public Hearing:** Michael Lynn opens the agenda item consisting of an application to amend the text of the Comprehensive Plan based on recommended changes that resulted from a grant from the Florida Department of Economic Opportunity. Bo Taff, representing the Foley Timber & Land Company, approaches the Board and states that he has a couple of minor things to address concerning the language in the amendment documents. Bo continues by stating that the first issue concerns typographical errors on page 2 of the resolution where the word "amending" is misspelled and the word "in" was not included at the top of the page. Danny Griner states that he will make that corrections and would not need a vote by the Board for those corrections. Bo Taff then states that it is his recommendation to increase the maximum industrial/warehousing square footage allowance in Planning Areas 11, 12, and 18. Bo continues by stating that he feels the stance of DEO in Tallahassee has changed, noting that we are in competition for businesses with Jacksonville and other areas and we need a competitive advantage. Bo further states that there are heavy equipment manufacturers, such as Caterpillar, and similar uses that require large development areas, but, the State tied our hands in the amount of square footage allowed in previous negotiations. Bo then states the as part of the effort to certify the Regional Employment Center (REC) Planning Areas as Mega Sites there would be increased marketing benefits from additional square footage allowed in these areas. Bo also points out that the State does allow some movement of square footage between the Planning Areas is question, as long as the trip generation allowance is not exceeded. Bo then informs the Board that he has discussed this increase with a representative from DEO and they seemed receptive to this change. Bo then clarifies that the change would amount to an increase from 4.6 million to 9.6 million across all three Planning Areas, further clarifying that Planning Area 11 would increase from 600,000 square feet to 2,000,000 square feet, Planning Area 12 would increase from 1,000,000 square feet to 2,000,000 square feet, and Planning Area 18 would increase from 3,000,000 square feet to 5,600,000 square feet. Rick Breer asks for clarification as the location of Planning Area 18. Bo Taff responds that Planning Area 18 is west of Perry, further stating that he feels that this is a good time to make this change and that developments of this size are not uncommon in Florida. James Ross asks if the amount of increase requested is adequate. Bo Taff responds that he would prefer not having a square footage cap; however, does feel the increase is a reasonable amount. Dale Rowell brings up the possibility of amending the incorrect Datum reference in the paperwork, but decides it can be

accomplished at a later date. Ward Ketring points out that even with the proposed increase the total land coverage is still very minor. Bo Taff restates that he feels the DEO will be receptive to the changes. Dale Rowell confirms that no change was made to the Coastal High Hazard Area (CHHA) as part of the amendment language. Rick Breer makes a motion to recommend approval of the amendments to the County Commission with the changes suggested by Bo Taff; Ward Ketring seconds the motion; the motion passes by unanimous vote.

3. **LDC 12-01 Land Development Code Amendment Public Hearing:** Michael Lynn opens the public hearing consisting of an application to amend the text of the Land Development Code (LDC) based on recommended changes that resulted from a grant from the Florida Department of Economic Opportunity. Bo Taff, representing the Foley Timber & Land Company, approaches the Board and states that page one of the resolution references Planned Developments (PD) in the Foley Planning Areas and should state Foley Master DRI Planning Areas. Danny Griner states that he will make that change to the resolution as a correction and would not need a Board vote on the correction. Bo Taff then discusses how PD's fit with the high standards already in place for development in the Foley Planning Areas and Sweetwater Resort Community areas, pointing out the intent and purpose for PD's contained in the resolution. Danny Griner notes that the resolution states that PD's are only allowed in the Foley Planning Areas and Sweetwater Resort Community areas and as written that type of development would not be allowed outside of those areas. Danny Further states that he recalled this issue being discussed during the public meetings and that the consensus was that the amendment language would not prohibit PD development outside of those areas. Bo Taff then talks about how the PD developments work in the stated areas and discusses the PD process flowchart contained in the resolution, concluding that he is not sure why the North Central Florida Regional Planning Council (NCFRPC) included the term "only" in the language. Dale Rowell discusses the flowchart and conventional method of subdivisions, concluding by stating that he does not wish to preclude others from the PD process. Rick Breer confirms that changes can be recommended to the LDC amendment language as was done with the previous Comprehensive Plan amendment agenda item. Kenneth Hutchins states his opinion that the term "only" should be stricken from the document. Dale Rowell makes a motion to delete the term "only" from the PD provisions of the amendment language; Pam Wessels seconds the motion; the motion passes by unanimous vote. Bo Taff points out that the reference to Section 42-409 at the top of page 8 of the resolution is incorrect and should read 42-410. Danny Griner states that he will make that correction without a Board vote. Bo Taff also points out a conflict on page 5 of the resolution concerning required site plan scale. Danny Griner states that Pam Wessels had contacted him earlier about the typographical error and he had already made the correction to the resolution and attachment. Bo Taff then discusses the compatibility table found on page 17 of the resolution and questions the impacts this table could have on the Regional Employment Center. The Board consensus is that the table would not affect those areas. Danny Griner states that he has concerns about the compatibility table and recommends that the references to agricultural and conservation uses in the left hand column be deleted as they are already listed in the middle column and are therefore allowed adjacent to any use. Danny continues by stating his concern with having general commercial uses listed in the center column of the table, which would show that they are a compatible use adjacent to existing residential uses. Danny then gives an example where according to the table a 10,000 square foot grocery store would be deemed compatible with an existing residential use. Danny then points out that if the general commercial reference were moved to the right hand column then the board

could require additional setback, buffers, etc. in order to ensure compatibility. Dale Rowell makes a motion to delete the words agricultural and conservation from the left hand column. Pam Wessels seconds the motion. Pam Wessels asks if Dale Rowell intends to include the moving of the general commercial use to another column. Rick Breer states that he would vote nay if that was included in the motion. The Board votes unanimously to delete the agricultural and conservation reference and take no action on the general commercial use location. Rick Breer makes a motion to recommend that the County Commission approve the amendments with the changes voted on by the Planning Board; Ward Ketring seconds the motion; the motion passes by unanimous vote.

Words **bolded and underlined** have been added.
Words **~~bolded and struck through~~** have been deleted

CPA 12-01

REVISED ATTACHMENT A

CPA 12-01, an application by the Board of County Commissioners, to amend the text of the Comprehensive Plan by amending Goal I of the Future Land Use Element to add the phrase, the county shall; by deleting Policy I.1.3 and Policy I. 1.10 of the Future Land Use Element, renumbering subsequent policies sequentially and amending the newly renumbered Policy I.1.4 to allow depiction of commercial, residential and industrial land uses on the Future Land Use Map (FLUM) to be based on real estate markets rather than projected future populations; by amending Policy I.3.2 of the Future Land Use Element to include other water oriented commercial uses as allowed uses in the Sweetwater Resort Community land use category and delete the requirement that marinas obtain a Comprehensive Plan amendment to modify the development area subarea description (Subsection 2.a), master plan (Figure 4), and density/intensity development program (Subsection 3.b); by adding Policy I.3.6 to the Future Land Use Element to allow the transfer of development rights using sending and receiving areas as part of a Future Land Use Map amendment; by amending Policy I.6.3 of the Future Land Use Element to change the lot acreage standard from 5 acres to 10 acres for the lot length to width ratio of three to one; by amending Policy I. 16.5 of the Future Land Use Element to delete Figure 1; by amending Policy I.18.2 of the Future Land Use Element to add the requirement for a Comprehensive Plan amendment for density transfer; by amending Policy I.18.9 of the Future Land Use Element to reflect the changed name of the Department of Community Affairs to the Department of Economic Opportunity, by amending Table I-2 of the Future Land Use Element to change the allowable square footage for Maximum Industrial/Warehousing SF (2) in Area 11 from 600,000 to 2,000,000 square feet, in Area 12 from 1,000,000 to 2,000,000 square feet and in Area 18 from 3,000,000 to 5,600,000 square feet; by amending Policy IV.2.4 of the Sanitary Sewer, Solid Waste, Drainage, Potable Water and Natural Groundwater Aquifer Recharge Element to allow package wastewater facilities on an interim basis when centralized sanitary sewer is not available within the Sweetwater Resort Community, Coastal Villages, Coastal Village Centers and Suburban Villages and Regional Employment Centers; by amending Policy IV.2.6 of the Sanitary Sewer, Solid Waste, Drainage, Potable Water and Natural Groundwater Aquifer Recharge Element to allow package facilities on an interim basis when centralized potable water and wastewater systems are not available within urban Planning Areas; by amending Policy IV.5.2 of the Sanitary Sewer, Solid Waste, Drainage, Potable Water and Natural Groundwater Aquifer Recharge Element to specify that residential densities in excess of two dwelling units per acre but less than or equal to four dwelling units per acre must be located within areas served by centralized potable water systems, and residential densities in excess of four dwelling units per acre must be located within areas served by centralized potable water and centralized sanitary sewer systems to add the statement except as otherwise provided in the Comprehensive Plan; by amending Policy V.2.4 of the Conservation Element of the Comprehensive Plan to change the 35-foot natural buffer around all wetlands to a 25-foot buffer; by amending Policy V.4.1 of the Conservation Element of the Comprehensive Plan to change the 35-foot natural buffer around all wetlands to a 25-foot buffer; by amending Goal VIII, Objective VIII.1, Policy VIII.4.1 and the Implementation Long Term List of Improvements of the Capital Improvements Element to remove the financially feasible reference; by amending the Concurrency Management System of the Capital Improvements Element to state that the county opts out of the parks and recreational facility concurrency and the transportation concurrency requirements; and by amending the Concurrency Determination Procedures of the Capital Improvement Element to delete reference to parks and recreational facility concurrency and transportation concurrency.

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Amending Goal I of the Future Land Use Element to add the phrase, the County shall;

GOAL I - IN RECOGNITION OF THE IMPORTANCE OF CONSERVING THE NATURAL RESOURCES AND ENHANCING THE QUALITY OF LIFE IN THE COUNTY, **THE COUNTY SHALL** DIRECT DEVELOPMENT TO THOSE AREAS WHICH HAVE IN PLACE, OR HAVE AGREEMENTS OR POTENTIAL TO PROVIDE, THE LAND AND WATER RESOURCES, FISCAL ABILITIES AND SERVICE CAPACITY TO ACCOMMODATE GROWTH IN AN ENVIRONMENTALLY ACCEPTABLE MANNER.

Deleting Policy I.1.3 and Policy I. 1.10 of the Future Land Use Element, renumbering subsequent policies sequentially and amending the newly renumbered Policy I.1.4 to allow depiction of commercial, residential and industrial land uses on the Future Land Use Map (FLUM) to be based on real estate markets rather than projected future populations,

Policy I.1.3 ~~The County shall designate land uses for residential, commercial, industrial, public and recreation to meet the needs of the existing and projected future populations.~~

Policy I.1.43 The County shall base the designation of residential, commercial and industrial lands depicted on the Future Land Use Plan Map upon acreage **necessary to allow the operation of real estate markets to provide adequate choices.** ~~which can be reasonably expected to develop by the year 2035 based upon: (1) best available population data; and (2) best available housing need data.~~

Policy I.1.54 The County shall prior to action on a site and development plan, provide specific standards which may include, but may not be limited to, screens and buffers to preserve internal and external harmony and compatibility with uses inside and outside the proposed development to minimize the impact of proposed development adjacent to agricultural or forested areas, or environmentally sensitive areas (including but not limited to wetlands and floodplain areas).

Policy I.1.65 The County shall regulate future urban development within designated urban development areas in conformance with the land topography and soil conditions, and within areas which are or will be served by public facilities and services to established Level of Service Standards.

Policy I.1.76 The County shall permit neighborhood commercial districts to be located within those areas designated on the Future Land Use Plan Map as Urban Development Areas to provide small scale retail and service establishments, each not to exceed 5,000 square feet in floor space, which will serve the convenience needs of residential neighborhoods.

Policy I.1.87 The County shall examine the Perry-Foley Airport industrial sites and prepare a special study area plan for industrial, commercial, airport and aviation related uses. The Comprehensive Plan shall be amended accordingly when such plan is adopted by the County.

Policy I.1.98 If property has been determined by the State of Florida, through final agency action, to be sovereign lands, density may not be transferred from those sovereign submerged lands for the purpose of private development.

Policy I.1.10 ~~With the assistance of the State of Florida, Department of Community Affairs, the County will conduct a comprehensive planning analysis for the coastal high hazard area. This analysis shall be completed by February 2010 and shall address patterns of existing development, the need for future~~

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~~development, protection of natural resources, provision of public facilities, and hurricane evacuation and sheltering. By February 2012, the County shall address the problems and opportunities identified in the planning analysis and will consider proposed amendments to its Comprehensive Plan pursuant to Florida law. As a part of the comprehensive planning analysis and comprehensive plan amendment process, the County will emphasize public participation and community collaboration.~~

Policy I.1.~~419~~

The 14.00 acre parcel, lying in Section 12, Township 8 South, Range 7 East, Taylor County, Florida, being more particularly described, as follows, commence at the Northwest corner of Government Lot Number 4 of said Section 12; thence South 690.00 feet to a point; thence East 1,050.00 feet to the Point of Beginning; thence South 64°31'16" West 163.37 feet; thence South 79°14'00" West 41.94 feet; thence South 54°23'05" West 334.05 feet; thence South 35°31'34" West 159.17 feet; thence South 27°29'40" East 60.54 feet; thence South 27°13'52" East 147.90 feet; thence South 57°58'42" East 38.02 feet; thence South 36°42'44" East 84.34 feet; thence South 32°04'06" East 99.29 feet; thence South 75°25'52" East 43.61 feet; thence North 89°37'42" East 99.74 feet; thence South 89°29'08" East 106.09 feet; thence North 82°34'36" East 143.06 feet; thence North 55°25'22" East 472.91 feet; thence North 22°22'06" East 217.46 feet; thence North 01°22'11" West 35.79 feet to the right-of-way line of Fish Creek Highway; thence continue, along the right-of-way line of said Fish Creek Highway, North 19°12'45" West 225.00 feet to the Point of curvature of a 1,096.28 foot radius curve to the left; thence, along the arc of the right-of-way curve through a chord bearing and distance of North 20°10'07" West, 36.58 feet; thence West, 453.46 feet to the Point of Beginning, changed from Agriculture/Rural Residential to Mixed Use-Urban Development shall be subject to the following condition. Until such time as centralized sanitary sewer service is provided to said parcel, the maximum allowable density shall be 4 units per acre. Upon centralized sanitary sewer service being made available to said parcel, a maximum of 10 dwelling units per acre shall be permissible on said parcel.

Policy I.1.~~4210~~

The 3.36 acre parcel, lying in Section 12, Township 8 South, Range 7 East, Taylor County, Florida, being more particularly described, as follows, commence at the Northwest corner of Government Lot 4 of said Section 12; thence 00°11'52" East 507.97 feet to; thence North 86°58'18" West 474.31 feet to the Point of Beginning; thence, along the Gulf of Mexico through the following chord bearings and distances, South 55°22'10" West 34.59 feet; thence South 83°03'46" West 61.89 feet; thence South 83°50'25" West 45.97 feet; thence South 77°24'31" West 42.44 feet; thence South 66°54'55" West 41.14 feet; thence South 77°30'32" West 33.85 feet; thence South 80°52'31" West 45.56 feet; thence South 81°13'59" West 46.72 feet; thence South 89°39'57" West 45.29 feet; thence North 81°48'08" West 46.49 feet; thence North 82°59'11" West 41.95 feet; thence South 89°51'31" West 46.02 feet; thence North 89°44'44" West 47.05 feet; thence North 86°57'15" West 46.20 feet; thence North 78°04'33" West 45.33 feet; thence North 76°03'50" West 48.77 feet; thence North 79°53'20" West 49.28 feet; thence North 80°10'19" West 46.96 feet; thence North 71°40'13" West 65.98 feet; thence North 49°41'01" West 20.17 feet; thence North 62°03'06" West 31.01 feet; thence North 60°25'44" West 44.40 feet; thence North 64°37'16" West 42.58 feet; thence North 43°46'38" West 21.62 feet; thence North 61°37'45" West 46.11 feet; thence North 60°14'39" West 35.34 feet; thence North 44°11'09" West 42.52 feet; thence North 41°31'21" West 52.89 feet; thence North 32°06'55" West 42.01 feet; thence North 22°39'31" West 27.85 feet; thence North 14°14'42" East 74.89 feet to the waters edge of a canal; thence,

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along said waters edge through the following chord bearings and distances, South 74°51'34" East 79.03 feet; thence South 50°25'37" East 50.57 feet; thence South 52°40'45" East 33.03 feet; thence South 59°08'08" East 50.91 feet; thence South 51°28'37" East 53.27 feet; thence South 61°50'24" East 63.57 feet; thence South 74°18'03" East 88.48 feet; thence South 75°29'30" East 100.37 feet; thence South 71°12'45" East 106.52 feet; thence South 70°11'56" East 86.61 feet; thence South 73°41'55" East 78.15 feet; thence South 76°55'52" East, 59.27 feet; thence North 88°31'05" East 76.85 feet; thence North 81°21'19" East 88.21 feet; thence North 72°50'53" East 210.68 feet; thence leaving said water, South 00°00'00" East 87.34 feet to the Point of Beginning, changed from Agriculture-2 and Conservation to Mixed Use-Urban Development shall be subject to the following condition. Until such time as centralized sanitary sewer service is provided to said parcel, the maximum allowable density shall be 4 units per acre. Upon centralized sanitary sewer service being made available to said parcel, a maximum of 10 dwelling units per acre shall be permissible on said parcel.

Amending Policy I.3.2 of the Future Land Use Element to include other water oriented commercial uses as allowed uses in the Sweetwater Resort Community land use category and delete the requirement that marinas obtain a comprehensive plan amendment to modify the Development Area subarea description (subsection 2.a), master plan (Figure 4), and Density/Intensity development program (subsection 3.b);

Policy I.3.2

The County shall maintain the rural character of rural areas by limiting development activity to those areas whose intensities are characteristic of and compatible with rural areas. Land use definitions specifying densities and intensities of residential and nonresidential uses in rural and urban development areas will be specified by policy and are as follows:

Agriculture 1

Areas now used and appropriate for continued use primarily in very

large-scale agricultural activities, primarily timber-producing lands. Agricultural uses may include, but are not limited to, crop production, pasture lands, silviculture, orchards and groves and forestry. Dwellings and associated accessory farm buildings are allowable. New residential development is allowable, not to exceed one unit per twenty acres; however, transfer of property to members of the principal owner's immediate family is allowable without regard to the density limitations, provided that all other applicable requirements are met during development. Density is calculated on a gross basis. In order to preserve the working landscape, residential units could be clustered on one portion of the property (minimum lot size one (1) acre), leaving the balance of the property to continue to operate as a working farm. Cluster development is allowed subject to the requirements set forth in the objectives and policies of the comprehensive plan and provided that the maximum gross density is not exceeded. The open space ratio shall be 75%. Public uses may be allowed, subject to appropriate land development regulations to ensure compatibility and harmony of scale and character. Intensity, as measured by land coverage, shall not exceed 25%.

Agriculture 2

Areas now used and appropriate for continued use primarily in medium to large-scale agricultural activities. This includes areas appropriate for a variety of agricultural uses, including but not limited to crop land, pasture land, orchards

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and groves, or forestry. Dwellings and associated accessory farm buildings are allowable. Density for residential use shall not exceed 1 unit per 10 acres, except the transfer of property to members of the principal owner's immediate family is allowable without regard to the density limitation, provided that all other applicable requirements are met. Density is calculated on a gross basis. In order to preserve the working landscape, residential units could be clustered on one portion of the property, leaving the balance of the property to continue to operate as a working farm. Cluster development is allowed subject to the requirements set forth in the objectives and policies of the comprehensive plan and provided that the maximum gross density is not exceeded. The open space ratio shall be 75%. Very limited neighborhood commercial or public use may be allowed, subject to appropriate land development regulations to ensure compatibility and harmony of scale and character. Intensity, as measured by land coverage, shall not exceed 25%. Rural neighborhoods are allowed to continue and infill within such areas is allowed. These neighborhoods are usually found at a rural crossroads and typically include at least two of the following elements within a one-half mile radius: a cluster of ten or more homes, a church, a cemetery, an old schoolhouse, and/or a general store.

Agricultural/Rural Residential

Areas now used and appropriate for continued use primarily in small to medium-scale agricultural activities. This includes areas appropriate for a variety of agricultural uses, including but not limited to crop land, pasture land, orchards and groves, or forestry. Dwellings and associated accessory farm buildings are allowable. Density for residential use shall not exceed 1 unit per 5 acres, except the transfer of property to members of the principal owner's immediate family is allowable without regard to the density limitation, provided that all other applicable requirements are met. Density is calculated on a gross basis. In order to preserve the working landscape, residential units could be clustered on one portion of the property, leaving the balance of the property to continue to operate as a working farm. Cluster development is allowed subject to the requirements set forth in the objectives and policies of the comprehensive plan and provided that the maximum gross density is not exceeded. The open space ratio shall be 60%. Very limited neighborhood commercial or public use may be allowed, subject to appropriate land development regulations to ensure compatibility and harmony of scale and character. Intensity, as measured by land coverage, shall not exceed 40%. Rural neighborhoods are allowed to continue and infill within such areas is allowed. These neighborhoods are usually found at a rural crossroads and typically include at least two of the following elements within a one-half mile radius: a cluster of ten or more homes, a church, a cemetery, an old schoolhouse, and/or a general store.

Conservation

Area with extremely limited development potential due to environmental sensitivity, publicly owned natural reservations, or other lands identified for such protective treatment. Limited use for passive recreation is appropriate, only as may be consistent with protection of the area; existing silviculture is also allowable subject to Best Management Practices. Residential use may be allowable not to exceed one unit per 40 acres.

Mixed Use: Rural Residential

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The rural residential classification is intended for rural areas which are undergoing transition from primarily agricultural to a mixed use and eventually will be predominantly residential; associated business activity is also appropriate. Residential uses will account for approximately 75% of the total land use in these areas, while the remaining land use may consist of a mix of commercial, small-scale industrial and public uses. To ensure a compatible mix of uses, landscaped buffer areas will be required between residential and non-residential uses. The land development regulations will also have standards for building placement. Density ranges up to 1 unit per 2 acres. The intensity, as measured by land coverage, shall not exceed 50 percent for all uses. In addition, public, charter, and private elementary and middle schools are permitted within the mixed use rural residential land use classification.

Mixed Use: Urban Development Residential Medium-High Density

This land use category is intended for a mix of residential and business uses generally adjacent to existing and urbanizing areas. It is designed to accommodate the needs of residents in the unincorporated area and the areas adjacent to incorporated municipalities. This is a more intense mixed use category than the rural residential classification, allowing more business use and somewhat higher to medium density residential development. To ensure the compatibility of land uses, the land development regulations will include standards for land coverage, building placement and landscaped buffers. Densities up to 2 units per acre are allowable. If either or both central water and sewer are provided units may be clustered for greater density on a parcel, but shall not exceed gross density of 8 units per acre. Public uses are also permissible. The intensity of development, as measured by impervious surface ratio, shall not exceed 60 percent for all uses. In addition, public, charter and private elementary, middle and high schools are permitted within this land use classification.

Mixed Use Medium-High Density is a land use classification intended for a mix of moderate density residential, recreational, public and commercial uses as a unified development. Lands classified as Mixed Use consist of areas used for a mix of residential, recreational, public and commercial uses subject to the following:

- (a) Residential land uses shall comprise a minimum of 50 percent and not exceed 75 percent of the gross acreage. Residential units may be clustered for greater density on a parcel, but not to exceed the gross allowable density for the land use classification of the parcel.
- (b) Commercial land uses shall comprise a minimum of 10 percent and not exceed 25 percent of the gross acreage. Commercial uses shall be clustered within nodes or centers and not more than 25 percent of the frontage of arterial roadway shall be used for commercial use. The commercial nodes shall be interconnected with other land uses to minimize the need to use external roads to access the commercial uses. Access to roadways classified within this Comprehensive Plan as arterial roadways shall be minimized to prevent a strip development pattern, unless frontage roads are utilized;
- (c) Recreation land uses shall comprise a minimum of 5 percent and not exceed 15 percent of the gross acreage of the development. The

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recreational uses shall provide either resource based or activity based recreation facilities for the residents of the development, but may also provide such activities to other residents of the County at large;

- (d) Public and institutional land uses may comprise up to 25 percent of the total acreage. Locations for public uses such as U.S. Post Offices, government buildings and schools, as well as institutional uses, such as houses of worship and civic organizations are encouraged, but not required. Public and institutional land uses shall be located within or adjacent to a commercial node, if possible;
- (e) All development within the Mixed Use classification shall be required to connect to a central potable water system when available. When a sanitary sewer system with adequate capacity is available to the development (available is defined as within one-quarter of a mile of the development) all residential, commercial, recreational and public buildings shall connect to both water and sanitary sewer systems. If, within the designated mixed use urban development area of the coastal high hazard area central sewer is not available conventional septic tank systems shall not be permitted and only performance based septic systems that can produce a treatment standard of 10 milligrams per liter of nitrogen or less shall be installed. This shall be limited to new construction or replacement of a failed septic tank system.

Mixed Use: Urban Development

This land use category is intended for a mix of residential and business uses generally adjacent to existing urbanized areas. It is designed to accommodate the needs of residents in the unincorporated area and the adjacent incorporated municipalities. This is a more intense mixed use category than the rural residential classification, allowing more business use and somewhat higher density residential development. To ensure the compatibility of land uses, the land development regulations will include standards for land coverage, building placement and landscaped buffers. Densities up to 2 units per acre are allowable. If either or both central water and sewer are provided units may be clustered for greater density on a parcel, but shall not exceed gross density as outlined in the Future Land Use element of this Comprehensive Plan. Public uses are also permissible. The intensity of development, as measured by land coverage, shall not exceed 60 percent for all uses. In addition, public, charter and private elementary, middle and high schools are permitted within the mixed use: urban development land use classification.

Mixed Use (Urban Development) is a land use classification intended for a mix of moderate density residential, recreational, public and commercial uses as a unified development. Lands classified as Mixed Use consist of areas used for a mix of residential, recreational, public and commercial uses subject to the following:

- (a) Residential land uses shall comprise a minimum of 50 percent and not exceed 75 percent of the gross acreage. Residential units may be clustered for greater density on a parcel, but not to exceed the gross allowable density for the land use classification of the parcel.
- (b) Commercial land uses shall comprise a minimum of 10 percent and not exceed 25 percent of the gross acreage. Commercial uses shall be clustered within nodes or centers and not more than 25 percent of the frontage of arterial roadway shall be used for commercial use. The

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commercial nodes shall be interconnected with other land uses to minimize the need to use external roads to access the commercial uses. Access to roadways classified within this Comprehensive Plan as arterial roadways shall be minimized to prevent a strip development pattern, unless frontage roads are utilized;

- (c) Recreation land uses shall comprise a minimum of 5 percent and not exceed 15 percent of the gross acreage of the development. The recreational uses shall provide either resource based or activity based recreation facilities for the residents of the development, but may also provide such activities to other residents of the County at large;
- (d) Public and institutional land uses may comprise up to 25 percent of the total acreage. Locations for public uses such as U.S. Post Offices, government buildings and schools, as well as institutional uses, such as houses of worship and civic organizations are encouraged, but not required. Public and institutional land uses shall be located within or adjacent to a commercial node, if possible;
- (e) All development within the Mixed Use classification shall be required to connect to a central potable water system when available. When a sanitary sewer system with adequate capacity is available to the development (available is defined as within one-quarter of a mile of the development) all residential, commercial, recreational and public buildings shall connect to both water and sanitary sewer systems. If, within the designated mixed use urban development area of the coastal high hazard area central sewer is not available conventional septic tank systems shall not be permitted and only performance based septic systems that can produce a treatment standard of 10 milligrams per liter of nitrogen or less shall be installed. This shall be limited to new construction or replacement of a failed septic tank system.

Water Oriented Commercial

This land use category is primarily designed for commercial uses related to water oriented activities including, but not limited to, tourism-oriented hotels and motels, restaurants, recreational vehicle parks, boat ramps, bait and tackle shops, campgrounds, and marine-related specialty retail shops. Docking space, accessory to a permitted use and limited to transient use except for the owner, employee, lessee, custodian or watchman living in a permitted accessory dwelling unit as described below, may be permitted by special exception subject to approval of all applicable outside agency permits by all such agencies. One dwelling unit for use by either the owner, an employee, lessee, custodian, or watchman (including immediate family) may be permitted as an accessory use as part of an approved site plan where such dwelling unit is located on the same lot or parcel. Public uses are also permissible. The intensity of non-residential development, as measured by land coverage, shall not exceed 50 percent. Where an accessory use for a single residential unit has been approved pursuant to the above limitations, the land coverage shall not exceed 60 percent.

Industrial

This category of land use is intended for industry such as wood product processing, warehousing, storage, manufacturing, airport and aviation related uses, as well as public, charter and private schools teaching industrial arts curriculum. Limited commercial uses are also permissible consistent with the industrial character of the area. One dwelling unit for use by either the owner, an employee, lessee,

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custodian, or watchman (including immediate family) may be permitted as an accessory use as part of an approved site plan where such dwelling unit is located on the same lot or parcel. Public uses are also permissible. The intensity of non-residential development, as measured by land coverage, shall not exceed 75 percent. Where an accessory use for a single residential unit has been approved pursuant to the above limitations, the land coverage shall not exceed 80 percent. The floor area ratio (FAR) shall not exceed .25.

Public

This land use category provides for educational uses, recreation uses, conservation and public facilities. Uses in this category include only institutional, recreation, conservation and public service/utility. Intensity, as measured by land coverage shall not exceed 50 percent for institutional uses, and 25 percent for all other allowed uses. The floor area ratio (FAR) shall not exceed .25.

Aviation Related Commercial

Permissible uses in this land use category are limited to those uses which are characterized by the aviation industry or provide necessary services to aviation-related uses. Such uses may be of industrial, commercial, institutional or office character if related to aviation. Government uses, other public uses and essential services such as utilities and communications are also permissible. Intensity, as measured by land coverage, shall not exceed 60 percent. The floor area ratio (FAR) shall not exceed .25.

Sweetwater Resort Community

- 1) Purpose and intent. The Sweetwater Resort Community future land use category shall apply to approximately 1,291 acres of land, situated along Dekle Beach Road and County Road 361, as depicted on the Taylor County Future Land Use Map. The area shall not be the subject of a small scale comprehensive plan amendment at any time in the future. The land use category provides for a compact, integrated mixed-use resort community that is designed with connectivity among the uses in order to promote a pedestrian/biking/golf cart transportation network. Proposed development is primarily clustered in upland areas to create large tracts of open space, protect environmentally sensitive areas, and promote ecotourism. The community shall be served by central water and sewer. The Sweetwater Resort Community shall provide a positive fiscal impact for Taylor County which is designated as a Rural Area of Critical Economic Concern.
- 2) Sub-area Descriptions. Within the Sweetwater Resort Community land use category, three general sub-areas as shown on Figure 4 will apply to the land as follows:
 - a) Development Area. The development area will consist of nodes of development (A, B, C, D, E, and F), including a mixed-use town center (E and F), with access to County Road 361 where residential, commercial, hotel/conference center, recreation, civic/public uses, roads, trails, boardwalks, kayak launching facility, and supporting infrastructure will occur. This area occupies approximately 127 acres.

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- b) Golf Course Area. The golf course area will be limited to an 18-hole golf course, 12,000 square foot clubhouse, 6,500 square foot maintenance facility, and supporting infrastructure. This area occupies approximately 147 acres.
 - c) Conservation Area. The conservation area is the remainder of the land that is not developed and shall be designated conservation with the following allowable uses: fishing, passive recreation including boardwalks and park areas, water resources utilization, and preservation/conservation. This area occupies approximately 1,017 acres.
- 3) Development Standards. The following development standards shall apply to development within the Sweetwater Resort Community land use category and shall be implemented in a manner consistent with the purpose and guidelines of this policy.
- a) Permitted Uses. Permitted uses shall be limited to the following: residential, hotels/conference centers, commercial uses, golf course, civic/public uses, roads, utilities and other infrastructure services, silvicultural uses except in the Conservation Area, recreation and conservation/preservation uses. **Other water-oriented recreational access uses are permitted, but may require additional modification to the Development Area sub-area description. Marina (public, private, or commercial) is a permitted use, but shall require a Comprehensive Plan amendment to modify the Development Area sub-area description (subsection 2.a), master plan (Figure 4), and Density/Intensity development program (subsection 3.b). The applicant shall be responsible for acquiring all applicable environmental permits necessary to approve other water-oriented recreational access uses.**
 - b) Density/Intensity. Development within the Sweetwater Resort Community land use category shall be limited to:
 - 1. 624 residential units, 400 resort hotel rooms, 150,000 square feet of commercial space, civic/public uses, roads, pedestrian/biking/cart trails, passive recreation, boardwalks, kayak launching facility and supporting infrastructure. Development Nodes A, B, and C as shown on Figure 4, will be limited to a total of 150 residential units and associated recreation uses with a neighborhood commercial center limited to 30,000 square feet located in Node B to serve the residential development. A neighborhood commercial center will also be located in node D to serve the hotel and residential development.
 - 2. No more than 190 of the 624 residential units and no more than 150 of the 400 resort hotel rooms shall be allowed in the coastal high hazard area. Buildings shall be limited to a maximum of four habitable stories.
 - 3. An 18-hole golf course, a clubhouse no larger than 12,000 square feet, a maintenance facility no larger than 6,500 square feet, and supporting infrastructure.

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- 4) Infrastructure. Central infrastructure shall be planned and designed for potable Water, sanitary sewer, roadways, and drainage. The County shall not be responsible for funding the provision of transportation and infrastructure required to support proposed development within the Sweetwater Resort Community. These systems will ultimately be maintained by the developer, homeowners or condominium or property owners association, a Community Development District, or other similar responsible entity.
 - a) Potable Water. All potable water needs within the proposed development shall be serviced by a central potable water system. The developer will construct or cause to be constructed all necessary water service infrastructure to service the development.
 - b) Sanitary Sewer. All sanitary sewer needs within the proposed development shall be serviced by a central sanitary sewer system. The developer will provide wastewater treatment and disposal that complies with the applicable provisions of paragraph (4)(c) below. It is proposed that the wastewater treatment facility will use the Advanced Wastewater Treatment (AWT) process which produces an effluent of higher quality than achieved by traditional secondary treatment processes. However, if a hydrogeologic study performed during the permitting phase for a new wastewater treatment plant (WWTP), determines that a secondary treatment level similar to that of the existing WWTP will comply with the applicable provisions of paragraph (4)(c), the new WWTP shall not be required to use the AWT process.
 - c) Drainage. All stormwater runoff and drainage system improvements within the property will be designed and constructed in accordance with Chapter 408-4 F.A.C.; shall be constructed or caused to be constructed by the developer; and maintained by the developer, a home/condominium/property owners association, a Community Development District, or other similar responsible entity. Stormwater runoff will be treated by proposed wet detention stormwater management systems and will meet water quality standards required by the Suwannee River Water Management District (SRWMD) and Florida Department of Environmental Protection (FDEP) for Outstanding Florida Waters. The owner commits to maintaining natural freshwater flows to the aquatic preserve and associated salt marshes to ensure maintenance of the natural salinity regime of those waters, and to operating and maintaining the stormwater and wastewater treatment systems for the developed areas in a manner that ensures the water quality of the aquatic preserve and salt marshes is maintained in accordance with Chapter 62-302, F.A.C. Final design specifications for such additional water quality protection measures, which will be developed during project permitting, shall address the establishment of baseline pre-development water quality data for the aquatic preserve and salt marshes and establishment of a water quality monitoring program for those waters for a minimum of five (5) years after the golf course is in operation. In addition, the golf course will

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obtain and maintain throughout the life of the golf course, the designation at the Silver Level in the Audubon International Signature Cooperative Sanctuary Program in order to achieve heightened water quality and conservation benefits. In addition, the golf course will implement the protective measures and guidelines listed below:

- Use a rainwater collection or gray water system for irrigation, and flushing toilets, and otherwise recapturing and reusing-water resources.
 - Minimize water usage by monitoring water consumption and installing low-flow devices.
 - Evaluate sustainable yields for the lowest flow periods of water supply and design delivery systems to accommodate those periods.
 - Maximize the use of native and naturalized plants and turf that are biologically appropriate for the natural region, to avoid or minimize use of irrigation, fertilizers, and pesticides.
 - Design and maintain irrigation systems to use the minimum amount of water needed, and only where and when necessary.
 - Control erosion and runoff.
 - Avoid or minimize the use of fertilizers and pesticides and store, handle, and dispose of them in ways that will not result in contamination to ground and surface waters.
 - Use organic fertilizers, where fertilization is necessary.
 - Avoid direct drainage to surface waters from areas where fertilizers or pesticides are used, and maintain vegetative buffers along the margins of water bodies to filter fertilizers, pesticides, other contaminants, and sediments.
- 5) Wetland Protection. Development shall be clustered to avoid encroachments into wetlands. Less than three percent of the total wetlands within the 1,291-acre site will be directly impacted by development. In the golf course area direct wetland impacts shall not exceed 16.5 acres. Development shall comply with the state permitting requirements, including required mitigation and wetland buffers, in accordance with Chapter 62, F.A.C. Mitigation to offset proposed wetlands impacts will be determined using the Uniform Mitigation Assessment Method, Chapter 62-345 F.A.C.

Adding Policy I.3.6 to the Future Land Use Element to allow the transfer of development rights using sending and receiving areas as part of a Future Land Use Map amendment;

Policy 1.3.6

Transfer of Development Rights (redistribution of residential units from one project area boundary (sending area) to a separate project area boundary (receiving area)) is permitted in conjunction with a Future Land Use Map Amendment that clearly depicts the sending area, the receiving area, and the number of residential units transferred.

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Amending Policy I.6.3 of the Future Land Use Element to change the acreage requirements for lot length from 5 acres to 10 acres;

Policy I.6.3 The County shall limit the intensity of development by requiring that the length of lots less than **5 10** acres in size does not exceed three times the width of lots which are less than ten acres within all land use categories which permit dwelling units.

Amending Policy I.16.5 of the Future Land Use Element to delete Figure 1;

Policy I. 16.5

Figure 1

	Size	Minimum Net Density
Tier 1 (Coastal Village Center)	10% of the Village gross land area, or up to 300 gross acres	7.0 du/net acre
Tier 2 (Coastal Village Neighborhood)	n/a	5.0 du/net acre
Tier 3 (Suburban Neighborhood)	n/a	3.0 du/net acre

Amending Policy I.18.2 of the Future Land Use Element to add the requirement for a Comprehensive Plan amendment for density transfer;

Policy I.18.2 Density transferring shall be defined as the redistribution of residential units from one project area boundary (sending area) to a separate project area boundary (receiving area). **A Comprehensive Plan Amendment shall be required to transfer additional density, and a Future Land Use Map Amendment shall be required to clearly depict the sending area and the receiving area.**

Amending Policy I.18.9 of the Future Land Use Element to reflect the changed name of the Department of Community Affairs to the Department of Economic Opportunity;

Policy I.18.9 Agriculture-Transfer lands managed for timber production shall continue to use silviculture Best Management Practices as prescribed by the Florida Division of Forestry's 2008 Silviculture Best Management Practices manual, or a different manual mutually agreed to by the County, the landowner, and the Department of **Economic Opportunity** ~~Community Affairs~~.

Amending Table I-2 of the Future Land Use Element to change the allowable square footage for Maximum Industrial/Warehousing SF (2) in Area 11 from 600,000 to 2,000,000 square feet, in Area 12 from 1,000,000 to 2,000,000 square feet and in Area 18 from 3,000,000 to 5,600,000 square feet;

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Table I-2: Planning Areas	
Planning Area 1	
Planning Area Type: Urban	
Land Use Category: Coastal Village	
Total Acres	7,942 acres
Maximum Residential Units	4,658 units
Net Residential Density	See Table I-1
Maximum Non-Residential SF (Office /Retail/ Hotel/Medical/ Recreation/ Education) (1)	920,000SF
Maximum Industrial SF	125,000 SF
Planning Area 2/3	
Planning Area Type: Urban	
Land Use Category: Coastal Village	
Total Acres	2,225 acres
Maximum Residential Units	2,285 units
Net Residential Density	See Table I-1
Maximum Non-Residential SF (Office /Retail/ Hotel/Medical/ Recreation/ Education) (1)	244,000 SF
Maximum Industrial SF	0 SF
Planning Area 4/5/6	
Planning Area Type: Urban	
Land Use Category: Coastal Village	
Total Acres	2,821 acres
Maximum Residential Units	2,401 units
Net Residential Density	See Table I-1
Maximum Non-Residential SF (Office /Retail/ Hotel/Medical/ Recreation/ Education) (1)	440,000 SF
Maximum Industrial SF	0 SF
Planning Area 7	
Planning Area Type: Urban	
Land Use Category: Coastal Village	
Total Acres	3,781 acres
Maximum Residential Units	5,050 units
Net Residential Density	See Table I-1
Maximum Non-Residential SF (Office /Retail/ Hotel/Medical/ Recreation/ Education) (1)	846,000 SF
Maximum Industrial SF	125,000 SF
Planning Area 8	
Planning Area Type: Urban	
Land Use Category: Coastal Village	
Total Acres	1,499 acres
Maximum Residential Units	419 units
Net Residential Density	See Table I-1
Maximum Non-Residential SF (Office /Retail/ Hotel/Medical/ Recreation/ Education) (1)	47,000 SF
Maximum Industrial SF	0 SF
Planning Area 11	
Planning Area Type: Urban	
Land Use Category: Regional Employment Center	

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Total Acres	2,946 acres
Maximum Residential Units	0 units
Net Residential Density	n/a
Maximum Non-Residential SF (Commercial, Business/Office, Educational/Training Campus, Medical) (1) (2)	120,000 SF
Maximum Industrial/Warehousing SF (2)	2,600 0,000 SF
Planning Area 12	
Planning Area Type: Urban	
Land Use Category: Regional Employment Center	
Total Acres	3,525 acres
Maximum Residential Units	0 units
Net Residential Density	n/a
Maximum Non-Residential SF (Commercial, Business/Office, Educational/Training Campus, Medical) (1) (2)	200,000 SF
Maximum Industrial/Warehousing SF (2)	12 0,000,000 SF
Planning Area 13	
Planning Area Type: Urban	
Land Use Category: Suburban Village	
Total Acres	282 acres
Maximum Residential Units	910 units
Net Residential Density	See Table I-1
Maximum Non-Residential SF (Office /Retail/ Hotel/Medical/ Recreation/ Education) (1)	20,000 SF
Maximum Industrial SF	0 SF
Planning Area 14	
Planning Area Type: Rural	
Land Use Category: Conservation Community	
Total Acres	1,890 acres
Maximum Residential Units	1,066 units
Net Residential Density	See Table I-1
Maximum Non-Residential SF (Office /Retail/ Hotel/Medical/ Recreation/ Education) (1)	126,000 SF
Maximum Industrial SF	0 SF
Planning Area 15	
Planning Area Type: Urban	
Land Use Category: Suburban Village	
Total Acres	2,886 acres
Maximum Residential Units	2,780 units
Net Residential Density	See Table I-1
Maximum Non-Residential SF (Office /Retail/ Hotel/Medical/ Recreation/ Education) (1)	306,000 SF
Maximum Industrial SF	0 SF
Planning Area 16	
Planning Area Type: Urban	
Land Use Category: Regional Employment Center	
Total Acres	5,120 acres
Maximum Residential Units	4,004 units
Net Residential Density	See Table I-1

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Maximum Non-Residential SF (Commercial, Business/Office, Educational/Training Campus, Medical) (1) (2)	1,649,000 SF
Maximum Industrial/Warehousing SF (2)	400,000 SF
Planning Area 18	
Planning Area Type: Rural	
Land Use Category: Regional Employment Center	
Total Acres	8,092 acres
Maximum Residential Units (unless consistent with FLU Policy I.17.4)	0 units
Net Residential Density	n/a
Maximum Non-Residential SF (Commercial, Business/Office, Educational/Training Campus, Medical) (1) (2)	0 SF
Maximum Industrial/Warehousing SF (2)	35,060 00,000 SF
Planning Area 19	
Planning Area Type: Rural	
Land Use Category: Rural Village	
Total Acres	2,280 acres
Maximum Residential Units	2,100 units
Net Residential Density	See Table I-1
Maximum Non-Residential SF (Office /Retail/ Hotel/Medical/ Recreation/ Education) (1)	236,000 SF
Maximum Industrial SF	0 SF

Notes:

- (1) Does not include public school facilities required to maintain Level of Service standards.
- (2) Unless consistent with Policy I.19.4.

Amending Policy IV.2.4 of the Sanitary Sewer, Solid Waste, Drainage, Potable Water and Natural Groundwater Aquifer Recharge Element to allow package wastewater facilities on an interim basis when centralized sanitary sewer is not available within the Sweetwater Resort Community, Coastal Villages, Coastal Village Centers and Suburban Villages and Regional Employment Centers;

Policy IV.2.4 The County shall allow the use of package wastewater facilities within Mixed Use Urban Development areas, **the Sweetwater Resort Community, Coastal Villages, Coastal Village Centers, Suburban Villages, and Regional Employment Centers 18**, until a centralized sanitary sewer service is available, subject to current regulatory jurisdiction and operating standards.

Amending Policy IV.2.6 of the Sanitary Sewer, Solid Waste, Drainage, Potable Water and Natural Groundwater Aquifer Recharge Element to allow package facilities on an interim basis when centralized potable water and wastewater systems are not available within Urban Planning Areas;

Policy IV.2.6 All new development within the Urban Planning Areas of the 2035 Future Land Use Map shall be connected to central potable water and wastewater systems, **when available. If central potable water and wastewater systems are not available, package facilities may be used on an interim basis, consistent with Policy IV.2.4.** Septic systems shall be prohibited. The DRI Development Order for each Urban Planning Area shall require the developer to establish a Community Development District, ("District"), or similar mechanism, pursuant to applicable provisions of Florida Law. The District shall be responsible for the design, construction, operation and maintenance of the interim water and

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wastewater systems within the Planning Area. As additional DRIs for each Planning Area are approved, but no later than when wastewater flows reach a level of 0.25 million gallons per day (MGD), the Taylor County Board of County Commissioners shall require the District to evaluate the feasibility of combining the interim planning area facilities into a sub-regional facility. The District evaluation shall consider the environmental and economic advantages to consolidating the interim facilities, and at its discretion, shall consolidate those interim facilities. A sub-regional facility shall be considered to serve Planning Areas 1, and 2/3; a separate sub-regional facility shall be considered to serve Planning Areas 4/5/6, 7, and 8.

For Planning Areas in the Perry Urban Service Area, the development order for the first DRI approved for that service area shall include a condition that directs new development to be served either by the city of Perry or by a sub-regional water and wastewater system designed for the DRI. In the case that it is determined by the Taylor County Board of County Commissioners that a sub-regional plant is desired, then a condition shall be placed in the DRI requiring the establishment of a Community Development District, and the requirements shall be the same as for the Coastal District.

Amending Policy IV.5.2 of the Sanitary Sewer, Solid Waste, Drainage, Potable Water and Natural Groundwater Aquifer Recharge Element to specify that residential densities in excess of two dwelling units per acre but less than or equal to four dwelling units per acre must be located within areas served by centralized potable water systems, and residential densities in excess of four dwelling units per acre must be located within areas served by centralized potable water and centralized sanitary sewer systems to add the statement except as otherwise provided in the Comprehensive Plan;

Policy IV. 5.2 **Except at otherwise provided in the Comprehensive Plan,** ~~The~~ County shall permit residential densities in excess of 2 dwelling units per acre but less than or equal to 4 dwelling units per acre only within areas served by centralized potable water systems, and residential densities in excess of 4 dwelling units per acre only within areas served by centralized potable water and centralized sanitary sewer systems.

Amending Policy V.2.4 of the Conservation Element of the Comprehensive Plan to change the 35-foot natural buffer around all wetlands to a 25-foot buffer

Policy V.2.4 The County shall require that, unless impacts are mitigated pursuant to Florida Department of Environmental Protection or other appropriate state agency requirements, a **25**~~35~~-foot natural buffer shall be maintained around all wetlands and prohibit the location of agricultural, residential, commercial and industrial land uses within the buffer areas. Mitigation measures must be acceptable to the Department of Environmental Protection or other governmental agency having mitigation permit jurisdiction but allow silviculture and resource based recreation activities within the buffer areas in accordance with the silviculture policies of the Conservation element of this Comprehensive Plan. Normal agricultural and pine silvicultural activities shall be allowed, subject to Best Management Practices 2000 as adopted by the Florida Department of Agriculture or Florida Division of Forestry, as appropriate, and also subject to the current regulatory requirements of Chapters 373 and 403, Florida Statutes, and the rules, regulations and permitting requirements of the Suwannee River

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Water Management District and other State or Federal governmental agencies having jurisdiction. Unless further restricted by the County's Land Development Regulations, normal hardwood silvicultural activities shall be allowed subject to Best Management Practices and other regulatory requirements as cited for pine silviculture above.

Amending Policy V.4.1 of the Conservation Element of the Comprehensive Plan to change the 35-foot natural buffer around all wetlands to a 25-foot buffer;

- Policy V.4.1 The County shall require an assessment of the potential adverse effects on rare and endangered species for the following:
1. All development within the **2535**-foot regulated natural buffer adjacent to all perennial rivers, streams and creeks, and those which are intermittent in nature, but which have a distinct, identifiable stream bed or creek run.
 2. All development with the 75-foot regulated natural buffer adjacent to all perennial Rivers, streams and creeks located within the significant natural areas identified in the Comprehensive Plan.
 3. All development within **2535** feet of a wetland or water body other than as described in 1. and 2. above.
 4. Plan amendments which increase density or intensity of development in the Agricultural-1, Agricultural-2, Agricultural/Rural Residential, and Mixed Use: Rural Residential districts.

Amending Goal VIII of Improvements of the Capital Improvement Element to remove the financially feasible reference;

CAPITAL IMPROVEMENTS GOAL, OBJECTIVES AND POLICIES

GOAL VIII - THE COUNTY SHALL ANNUALLY ADOPT AND IMPLEMENT A ~~FINANCIALLY FEASIBLE~~ CAPITAL IMPROVEMENTS PROGRAM WHICH COORDINATES THE TIMING AND PRIORITIZES THE DELIVERY OF THE NEEDS ADDRESSED WITHIN THE OTHER ELEMENTS OF THIS COMPREHENSIVE PLAN.

Amending Objective VIII.1 of the Capital Improvement Element to remove the financially feasible reference;

- OBJECTIVE VIII.1 The County shall continue to provide capital improvements to correct the existing and projected deficiencies as identified within the schedule of improvements and funding of this plan element, by adopting an annual ~~financially feasible~~ capital improvements budget, **as defined by Section 163.3164(23), Florida Statutes**, which is consistent with the schedule of improvements and funding.

Amending Policy VIII.4.1 of the Capital Improvement Element to remove the financially feasible reference;

- Policy VIII.4.1 The County shall incorporate within the County's annual budgeting process, a ~~financially feasible~~ capital improvements budget which addresses the needed projects found in the schedule of improvements and funding of this plan element.

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Amending the Implementation Long Term List of Improvements of the Capital Improvement Element to remove the financially feasible reference;

IMPLEMENTATION

LONG TERM LIST OF IMPROVEMENTS

The long term list of improvements shown in Table VIII-2 represents a list of capital improvements needed to maintain adopted Level of Service standards at the buildout year (2035). In conjunction with the annual update of the Capital Improvements Element, the County shall review this long term list on an annual basis to determine if any projects are required within the short term (5-year) planning horizon. If applicable, the project shall be added to the Table VIII-1: Five Year Schedule of Capital Improvements, including a **~~financially feasible~~** revenue source.

The following list is based upon the Data and Analysis Report, which although not a part of this plan, provides the foundation for the determination of the economic feasibility of any projects listed.

TABLE VIII-2

LONG TERM LIST OF IMPROVEMENTS

2016 – 2035

Transportation Facilities (1)		
Widen Existing Roads:		
Roadway Segment	From	To
State Roads – from 2 to 4 lanes:		
1. SR 20/US 19/US 27	CR 275/Connel Rd.	Lafayette Co. Line
2. SR 30/US 98	CR 588	Sandra St.
3. SR 51/SR 490	CR 361 (S)	Dixie County Line
State Roads – from 4 to 8 lanes:		
1. SR 55/US 19/US 98	Steinhatchee River	US 221/SR 55
County Roads – from 2 to 4 lanes		
1. CR 361/Keaton Beach Rd	US 19/98	New N/S Coastal Road
2. New N/S Coastal Road	SR 51	CR 361/Keaton Beach Rd
3. CR 359B Osteen Road	US 98 / SR 30	CR 361B/Woods Creek Rd
4. CR 361A/Spring Warrior	Potts Still Road	CR 359/Golf Course Rd
5. CR 30A	CR 361A/Puckett Road	US 19/27A
6. Potts Still Road	CR 361A	CR 361
7. CR 361/Keaton Beach Rd	Potts Still Road	SR 55/US 19/98
8. CR 356/Hampton Springs	US 98	Courtney Grade

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Pave Existing Roads:		
1. Potts Still Road (unpaved portion)	CR 361/Beach Rd	Paved Portion
2. Salem Tower Road	CR 361/Beach Rd	Fish Creek Road
3. Fish Creek Road	CR 361/Beach Rd	SR 55/ US 19
Alternative Corridor Improvements:		
1. New N/S Coastal Road Ext.	CR 361/Keaton Beach Rd	CR 361A/Spring Warrior
2. Western Loop Road	CR 361B/Woods Creek Rd	CR 30A/Holt Road
3. Hampton Springs Rd. Ext.	CR 356/Hampton Springs Rd	CR 362/Houck Road
4. CR 356 Connector to US 27	CR 356 (east of SR 30/US 19)	SR 20/US 27
Potable Water and Wastewater Facilities		
<ul style="list-style-type: none"> ▪ Potable water facilities with the capacity to serve up to 8.2 million gallons per day (MGD), potentially consisting of: <ul style="list-style-type: none"> ○ Two sub-regional facilities in the Coastal District and one sub-regional facility in the Perry Urban District; or ○ Expansion of existing systems in the Coastal District and Perry Urban District. ▪ Wastewater facilities with the capacity to serve up to 7.8 million gallons per day (MGD), potentially consisting of: <ul style="list-style-type: none"> ○ Two sub-regional facilities in the Coastal District and one sub-regional facility in the Perry Urban District; or ○ Expansion of existing systems in the Coastal District and Perry Urban District. 		
Public School Facilities		
<ul style="list-style-type: none"> ▪ Two Elementary Schools ▪ Two Middle Schools ▪ One High School 		
Parks and Recreation (2)		
<ul style="list-style-type: none"> ▪ 54 acres of parks ▪ 2 swimming access points ▪ 5 fishing access points ▪ 11 fishing boat ramps ▪ 2 acres of campground ▪ 108 picnic tables ▪ 5 miles of hiking trail ▪ 38 acres of managed conservation area ▪ 4 multi-purpose playing fields ▪ 9 baseball/softball fields ▪ 7 tennis courts 		

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Drainage
<ul style="list-style-type: none">▪ All stormwater management facilities for new development will be provided in accordance criteria as established by the Suwannee River Water Management District (SRWMD), Florida Department of Environmental Protection (FDEP) and Taylor County.
Solid Waste
<ul style="list-style-type: none">▪ New solid waste disposal facility within Taylor County; or▪ Contracted service for privately-owned and operated solid waste facility.

Notes:

- (1) All transportation improvements listed may not be required, as this represents a conservative estimate of maximum potential traffic impacts and is provided for planning purposes. A combination of these (or other) improvements may be required to meet the County's projected level of service and system needs. Specific mitigation requirements will be determined at the time of development order approval
- (2) Available inventory of existing Parks and Recreational facilities is not maintained by the County. Actual facilities to be provided by new development shall be subject to available capacity and evaluated at the time of DRI application.

Amending the Concurrency Management System of the Capital Improvement Element to state that the County opts out of the parks and recreational facility concurrency and the transportation concurrency requirements;

CONCURRENCY MANAGEMENT SYSTEM

~~Chapter 9J-5, Florida Administrative Code Section 163.3180(1)(b)~~ **Florida Statutes, as amended,** requires the adoption of a concurrency management system to ensure that facilities and services needed to support development are available concurrent with the impacts of such development. This concurrency management system is designed to ensure that prior to the issuance of a development order and development permit, that the adopted level of service standards required within this Comprehensive Plan for roads, potable water, sanitary sewer, solid waste, drainage, and recreation and open space will be maintained.

The County has adopted policies within this Comprehensive Plan, which establish level of service standards for public facilities. The concurrency management system, in turn, provides a mechanism for the County to ensure the maintenance of the standards concurrent with the impacts of development.

PURPOSE AND OVERVIEW

The County shall require a concurrency review be made with applications for development approvals and a Certificate of Concurrency issued prior to development. If the application is deemed concurrent, a Certificate of Concurrency will be issued by the Land Development Regulation Administrator. If the development requires any other development permit, a copy of the Certificate of Concurrency shall be included with any future application for a development permit. A separate concurrency review shall not be required for each development permit for the same project.

For purposes of this Concurrency Management System, a development order means any order granting, denying, or granting with conditions an application for a development permit. Development permit includes any building permit, zoning permit, subdivision approval, rezoning, certification, special exception, variance, or any other official action of local government having the effect of permitting the development of land.

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Concurrency review addresses only the availability of public facilities and capacity of services and a Certificate of Concurrency does not represent overall development approval. If the application for development is not concurrent, the applicant shall be notified that a certificate cannot be issued for the development. The burden of showing compliance with the adopted levels of service and meeting the concurrency test shall be upon the applicant.

The County shall review applications for development and a development approval shall be issued only if the proposed development does not lower the existing level of service of public facilities and services below the adopted level of service in this Comprehensive Plan.

The minimum requirements for concurrency within this management system are as follows:

1. For Sanitary Sewer, Solid Waste, Drainage and Potable Water Facilities
 - (a) A development order or permit may be issued, subject to the condition that, at the time of issuance of a certificate of occupancy or its functional equivalent, if the necessary facilities and services are in place and available to serve the new development; or
 - (b) At the time the development order or permit is issued, the necessary public facilities and services are guaranteed in an enforceable development agreement, pursuant to Section 163.3220, Florida Statutes, or an agreement or development order issued pursuant to Chapter 380, Florida Statutes, to be in place and available to serve new development at the time of the issuance of a certificate of occupancy or its functional equivalent.
2. For Parks and Recreation Facilities
 - (a) The County hereby opts out of state-mandated parks and recreation facilities concurrency requirements.**
 - ~~(a) At the time the development order or permit is issued, the necessary facilities and services are in place or under actual construction; or~~
 - ~~(b) A development order or permit is issued subject to the condition that, at the time of the issuance of a certificate of occupancy or its functional equivalent, the acreage for the necessary facilities and services to serve the new development is dedicated or acquired by the County, or funds in the amount of the developer's fair share are committed; and~~
 - ~~(1) A development order or permit is issued subject to the conditions that the necessary facilities and services needed to serve the new development are scheduled to be in place or under actual construction not more than one year after issuance of a certificate of occupancy or its functional equivalent as provided in the County's adopted 5 Year Schedule of the Capital Improvements Element; or~~
 - ~~(2) At the time the development order or permit is issued, the necessary facilities and services are the subject of a binding executed agreement which requires the necessary facilities and services to serve the new development to be in place or under actual construction not more than one year or under actual construction not more than one year after issuance of a certificate of occupancy or its functional equivalent; or~~
 - ~~(3) At the time the development order or permit is issued, the necessary facilities and services are guaranteed in an enforceable development agreement, pursuant to Section 163.3220, Florida Statutes, or an agreement or development order issued pursuant to Chapter 380, Florida Statutes, to be in place or under actual construction not more than one year after issuance of a certificate of occupancy or its functional equivalent.~~
3. For Transportation Facilities
 - (a) The County hereby opts out of state-mandated transportation concurrency requirements.**
 - ~~(a) At the time a development order or permit is issued the necessary facilities and services are in place or under construction; or~~

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- ~~(b) A development order or permit is issued, subject to the condition that the necessary facilities and services needed to serve the new development are scheduled to be in place or under actual construction no more than three years after issuance of a certificate of occupancy or its function equivalent as provided in the County's 5 Year Schedule of the Capital Improvements Element. The schedule of capital improvements may recognize and include transportation projects included in the first three years of the applicable, adopted Florida Department of Transportation five-year work program, for facilities not on the Florida Intrastate Highway System. In addition, the schedule of capital improvements may recognize and include transportation projects included in the applicable, adopted Florida Department of Transportation five-year work program for facilities on the Florida Intrastate Highway System.~~
- ~~(c) At the time the development order or permit is issued, the necessary facilities and services are the subject of a binding executed agreement which requires the necessary facilities and services to serve the new development to be in place or under actual construction nor more than three years after the issuance of a certificate of occupancy or its functional equivalent; or~~
- ~~(d) At the time a development order or permit is issued the necessary facilities and services are guaranteed on an enforceable development agreement, pursuant to Section 163.3220, Florida Statutes, or an agreement or development order issued pursuant to Chapter 380, Florida Statutes, to be in place or under actual construction not more than three years after issuance of a certificate of occupancy or its functional equivalent.~~

Amending Concurrency Determination Procedures Capital Improvements Element to delete reference to parks and recreational facility concurrency and transportation concurrency;

CONCURRENCY DETERMINATION PROCEDURES

A concurrency test shall be made of the following public facilities and services for which level of service standards have been established in this Comprehensive Plan, which are: ~~(1) traffic circulation, (21)~~ sanitary sewer, ~~(32)~~ solid waste, ~~(43)~~ drainage, and ~~(54)~~ potable water ~~(5) recreation and open space.~~

The concurrency test for facilities and services will be determined by comparing the available capacity of a facility or service to the demand created by the proposed project. Available capacity will be determined by adding together the total excess capacity of existing facilities and the total capacity of any new facilities which meet the previously defined concurrency standards and subtracting any capacity committed through concurrency reservations or previously approved development orders.

1. For development orders and permits, the following determination procedures shall apply, as follows:
 - (a) If an applicant desires to determine whether there is sufficient capacity to accommodate their proposed project, the Land Development Regulation Administrator shall make an informal non-binding determination of whether there appears to be sufficient capacity in the public facilities and services to satisfy the demands of the proposed project.
If there appears to be insufficient capacity, the Land Development Regulation Administrator shall then make a determination of what public facilities or services would be deficient if the proposed project were approved.
 - (b) There are certain development approvals that are ineligible to receive concurrency reservation because they are too conceptual and, consequently, do not allow an accurate assessment of public facility impacts. These development approvals are land use amendments to the Comprehensive Plan and rezoning requests. Those development approvals shall receive a non-binding concurrency determination.

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- (c) Any concurrency determination, whether requested as part of an application for development approval or without an application for development approval, is a non-binding determination of what public facilities and services are available at the date of inquiry. The issuance of a Certificate of Concurrency Compliance shall be the only binding action, which reserves capacity for public facilities and services.

~~2. For roadways determination procedures shall apply, as follows:~~

- ~~(a) The County shall provide level of service information as set forth in the most recent Data and Analysis Report in support of the County's Comprehensive Plan. If this level of service information indicates a level of service failure, the applicant may either (1) accept the level of service information as set forth in the most recent Data and Analysis Report supporting the County's Comprehensive Plan, or (2) prepare a more detailed Highway Capacity Analysis as outlined in the Highway Capacity Manual, 2000 or a speed and delay study following the procedures outlined by the Florida Department of Transportation, Site Impact Handbook, April 1997.~~
- ~~(b) If the applicant chooses to do a more detailed analysis the (1) applicant shall submit the completed alternative analysis to the Land Development Regulation Administrator for review, and (2) Land Development Regulation Administrator shall review the alternative analysis for accuracy and appropriate application of the methodology.~~
- ~~(c) If the alternative methodology, after review and acceptance by the Land Development Regulation Administrator, indicates an acceptable level of service, the alternative methodology shall be used in place of the most recent Data and Analysis to support the County's Comprehensive Plan.~~

2.3. For sanitary sewer, solid waste, drainage, **and** potable water, **and recreation and open space** determination procedures shall apply, as follows:

- (a) The County shall provide level of service information as set forth in the most recent Data and Analysis Report in support of the County's Comprehensive Plan.
- (b) If such level of service information indicates that the proposed project would not result in a level of service failure, the concurrency determination would be that adequate facility capacity at acceptable levels of service was available.
- (c) If such level of service information indicates that the proposed project would result in a level of service failure, the concurrency determination would be that adequate facility capacity at acceptable levels of service was not available at the date of application or inquiry.

1

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Board to hold the second of two public hearings to discuss and receive public input for the possible submission of grant application to the upcoming 2013-2014 Florida Boating Improvement Program (FBIP) funding cycle.

MEETING DATE REQUESTED:

January 22, 2013

Statement of Issue: Board to hold the second of two public hearings to discuss and receive public input for possible submission of grant application to the 2013-2014 FBIP funding cycle. The first public hearing was held at the January 7, 2013 Board meeting.

Recommended Action: Move forward with the submission of application to FBIP for the 2013-2014 grant cycle requesting funding assistance for improvements to Mandalay Boat Ramp.

Fiscal Impact: Not applicable at this time.

Budgeted Expense: Y/N

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The Florida Boating Improvement Program (FBIP) funding cycle for 2013-2014 has tentatively been set for February 2013 by Florida Wildlife Commission.

County staff has requested the Board to consider submitting grant application the upcoming funding cycle for improvements to the Mandalay Boat Ramp facility. With input received by the Board at the first public hearing, County staff has been working with Donnie Ellington on the conceptual design for a two lane boat launch with an improved dock and associated gang way. Staff is also working with St. Marks Wildlife Management Area (SMWMA) staff. Manager of the SMWMA, James Burnett has expressed support for the project and will be working

closely with the County on the project as well other SMWMA staff.

FBIP grant funds can be used for the construction or repairs of boat ramps and public launching facilities including piers, docks, and mooring facilities for motorized boats, and boating facility amenities including paved parking, and restrooms. Also eligible is the installation or removal of recreational channel and waterway markers, boating education, and economic development initiatives that promote boating.

Attachments: Mandalay Boat Ramp Information

Mandalay Boating Facility

Taylor County, Florida



Florida Boating Improvement Program
2013 – 2014



**Parking and Development
Area**





Existing Launch





Current Dock Conditions



TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO HOLD THE FIRST OF TWO PUBLIC HEARINGS TO DISCUSS AND RECEIVE PUBLIC INPUT FOR THE POSSIBLE SUBMISSION OF A GRANT APPLICATION TO THE HAZARD MITIGATION GRANT PROGRAM (HMGP), AS AGENDAED BY DUSTIN HINKEL, EM DIRECTOR

MEETING DATE REQUESTED:

JANUARY 22, 2013

Statement of Issue: THE BOARD TO RECEIVE PUBLIC INPUT

Recommended Action: DISCUSSION

Fiscal Impact: N/A

Budgeted Expense: N/A

Submitted By: DUSTIN HINKEL, EM DIRECTOR

Contact: 838-3500x7

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: THE BOARD IS ELIGIBLE TO RECEIVE UP TO \$77,000 FOR HAZARD MITIGATION PROJECTS. THE GRANT REQUIRES A 25% MATCH.

Options:

Attachments:

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO RECEIVE A PRESENTATION REGARDING THE AFFORDABLE CARE ACT'S IMPACTS ON DOCTORS' MEMORIAL HOSPITAL AND THE COUNTY

MEETING DATE REQUESTED:

JANUARY 22, 2013

Statement of Issue: THE BOARD TO RECEIVE A PRESENTATION

Recommended Action: DISCUSSION

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: DOCTORS' MEMORIAL HOSPITAL HAS REQUESTED TIME FOR A PRESENTATION ON THE AFFORDABLE CARE ACT.

Options:

Attachments:

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO CONSIDER APPROVAL OF AN AGREEMENT
AUTHORIZING THE PAYMENT OF \$5,000 TO THE PERRY-
TAYLOR COUNTY CHAMBER OF COMMERCE AS REQUESTED
AT THE JANUARY 7, 2013 MEETING, AS AGENDAED BY
DAWN TAYLOR, CHAMBER OF COMMERCE PRESIDENT

MEETING DATE REQUESTED:

JANUARY 22, 2013

Statement of Issue: THE BOARD TO APPROVE PAYMENT

Recommended Action: APPROVE

Fiscal Impact: \$5,000

Budgeted Expense: NO

Submitted By: DAWN TAYLOR, PERRY-TAYLOR COUNTY CHAMBER OF
COMMERCE

Contact: 584-5366

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: THE BOARD APPROVED ALLOCATION OF FUNDS IN THE
AMOUNT OF \$5000 AT THE JANUARY 7, 2013 MEETING.

Options: APPROVE/NOT APPROVE

Attachments: AGREEMENT
INVOICE



January 8, 2013

County Commission Chairman Pam Feagle
Board of County Commissioners
PO Box 620
Perry, FL 32348

Dear Chairman Feagle:

Please find the attached invoice and agreement contract requesting the release of our funding allocation for Fiscal Year 2012-2013.

If you find that you are in need of any additional information, please feel free to contact our office. Thank you for your time and consideration.

Sincerely,

Dawn V. Taylor
President

Enclosure: Contract Agreement

AGREEMENT

THIS AGREEMENT made this 22nd of January, between TAYLOR COUNTY, FLORIDA, hereinafter called the County, and The Perry-Taylor County Chamber of Commerce.

WITNESSETH: That the County and The Perry-Taylor County Chamber of Commerce for the following consideration stated herein covenant and agree as follows:

1. That the County will contribute the following sum (\$5,000.00) to The Perry-Taylor County Chamber of Commerce for the following purposes: Support of local partnerships to better serve the Taylor County business community, assisting with business retention and economic development along with the administration of advertising grants, and the administration of the Taylor County Small Business Outreach Center. The Chamber will continue establishment of goals and objectives to meet the needs of the business community at large. The Chamber provides support to the following organizations: The Taylor County Development Authority, the Tourism Development Council, Main Street, The Florida Forest Festival, the Small Business Development Center, Keep Taylor County Beautiful and the Enterprise Zone.
2. That in return for this contribution by the County, the Perry-Taylor County Chamber of Commerce will do the items listed in Paragraph 1 and in addition will present the County an audit following the fiscal year.
3. VENUE: Taylor County, Florida, shall be the proper venue for any litigation involving this contract.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this 22nd day of January.

BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA

BY: _____
PAM FEAGLE, Chair

ATTEST:

ANNIE MAE MURPHY, Clerk

BY: _____

ATTEST:

WITNESS FOR _____

WITNESS FOR _____

AGREEMENT

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this 22nd day of January.

BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA

BY: _____
PAM FEAGLE, Chair

ATTEST:

ANNIE MAE MURPHY, Clerk

BY: _____

ATTEST:

WITNESS FOR _____

WITNESS FOR _____

Perry-Taylor County Chamber of Commerce

"Share Our Good Nature"

PO Box 892

Perry, FL 32348

850-584-5366 Fax 850-584-8030

INVOICE

INVOICE NO: CF-12-13

DATE: January 8, 2013

To: Accounts Payable
Taylor County Board of County Commissioners
ATTEN: Accounts Payable

Ship To:
Perry-Taylor County Chamber of Commerce
PO Box 892
Perry, FL 32348

SALESPERSON	AD SIZE	DATE CONFIRMED	COLOR OR B/W	INVOICE NO.	TERMS
Chamber	Full Page		Color	TCG-2012	

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	County Funding for the Perry-Taylor County Chamber of Commerce <i>Fiscal Year 2012-2013</i>	\$5,000.00	\$5,000.00
SUBTOTAL			\$5,000.00
SALES TAX			-0-
SHIPPING & HANDLING			-0-
TOTAL DUE			\$5,000.00

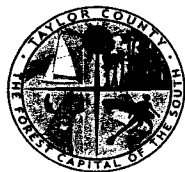
Make all checks payable to: Perry-Taylor County Chamber of Commerce
If you have any questions concerning this invoice, call: Dawn Taylor at 584-5366

THANK YOU FOR YOUR CONTINUED SUPPORT!

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE: THE BOARD TO DISCUSS UPDATES AND SOLUTIONS FOR
PALLBEARERS' CEMETERY EXPANSION REQUEST FROM
THE DECEMBER 18, 2012 BOARD MEETING



MEETING DATE REQUESTED: JANUARY 22, 2013

Statement of Issue: THE BOARD TO DISCUSS SOLUTIONS

Recommended Action: DISCUSSION

Fiscal Impact: VARY DEPENDING ON SOLUTION

Budgeted Expense: NO

Submitted By: DUSTIN HINKEL, ASSISTANT COUNTY ADMINISTRATOR

Contact: 838-3500x7

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: MS. SHIRLEY SCOTT REQUESTED THE BOARD'S ASSISTANCE IN EXPANDING THE PALLBEARERS' CEMETERY AT THE DECEMBER 18, 2012 MEETING. COMMISSIONER DEVANE VOLUNTEERED TO LOOK INTO THE REQUEST AND THE BOARD ASKED STAFF TO AGENDA DISCUSSIONS FOR JANUARY 22, 2013.

Options:

Attachments:

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



TCDA Board of Directors Appointments

Meeting Date:

01/22/2013

Statement of Issue:

The TCDA request that the BOCC appoint two members from the community to serve as directors on the TCDA board.

Recommendation:

Fiscal Impact:

\$ 0

Budgeted Expense:

Yes ☐

No ☐

N/A ☒

Submitted By:

TCDA

Contact:

Scott Frederick

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

1.

2.

Applications

Attachments:

1.

Resumes

2.



NORTH FLORIDA'S RISING STAR

TCDA Board of Directors

As of 1/15/13:

Director	Appointed By	Term Expires
Jim Bassett	City	Dec. 31, 2014
Chairperson Feagle	County	
Thomas Demps	County	Dec. 31, 2013
Fred Morgan	County	Dec. 31, 2013
Mike Deming	City	
Rudolph Parker	County	Dec. 31, 2012
Clay Bethea	County	Dec. 31, 2012

The Taylor County Development Authority (TCDA) requests that the Taylor County Board of County Commissioners (BOCC) appoint two members from the community, both to serve two-year terms, as directors on the TCDA Board of Directors.

The TCDA Board is comprised of seven members, two of which are mandated as the chairman of the BOCC or his/her appointee and the Mayor of the City of Perry. The City of Perry appoints one of the five at-large directors, while the county commission appoints the remaining four.

The City of Perry has appointed Jim Bassett for an additional two-year term, which will expire at the end of 2014. Fred Morgan and Thomas Demps were appointed by the BOCC and their terms will expire at the end of 2013.

As in the recent past, the TCDA advertised the openings in the local paper. We had two responses to our ads in the December 14th-28th edition of the Perry-News Herald, from Mr. John Gentry, who presently serves on the Taylor County Airport Advisory Committee, and Sanevia Tucker (please see the attached applications and resumes). Additionally, Clay Bethea and Rudolph Parker have submitted their applications for consideration.

The TCDA thanks the BOCC for both their support and their attention to our Board of Directors.

Sincerely,

Scott Frederick, Director of Economic Development

TAYLOR COUNTY DEVELOPMENT AUTHORITY

103 E. Ellis St., Perry, FL 32348 | floridarisingstar.com | 850-584-5627

TAYLOR COUNTY DEVELOPMENT AUTHORITY

BOARD OF DIRECTORS APPLICATION

The applicant must be 18 years old or older.

Name: John K. Gentry

Phone: 850/672-0145

Address: P.O. Box 1034 Perry FL
32348

email: johnkg6@comcast.net

Applicant is:

Yes No

- | | | |
|-------------------------------------|--------------------------|--|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | A resident of Taylor County |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Willing to attend all board meetings |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Willing to complete a two-year term |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Willing to support TCDA's main goal of job creation |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Willing to attend annual strategic planning sessions |

Please explain your interest in serving on the TCDA board:

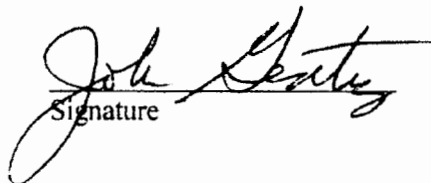
Interested in helping w/ the economic development of Taylor County and creation of a larger and higher-paying job base. Also, interested in urban renewal projects to make our community more attractive.

Experiences or qualifications:

- Own Business - Coastal Resources Engineering
- Registered Professional Engineer - Civil and Structural
- 10 years experience with urban development - City of Tallahassee Permitting and Building Department
- 30 years experience with program building and working with Regulatory Agencies

Other:

- 5 years as General Manager, Taylor Coastal Water District


Signature

9-Jan-13
Date

RESUME
Of
JOHN K. GENTRY, JR., P.E.

EDUCATION:

B.S.E –Engineering (Structures, Materials and Fluids), University of South Florida, 1971

PROFESSIONAL QUALIFICATIONS AND EXPERIENCE

Over his 30 + year career in engineering Mr. Gentry has held the following positions.

- **President, Coastal Resources Engineering LLC, Perry, Florida:**
- **General Manager Taylor Coastal Water & Sewer District, Keaton Beach, Florida:**
- **Environment Resource Management Officer, City of Tallahassee, Tallahassee, Florida:**
- **Vice President, GeoSolutions, Inc., Tallahassee, Florida:**
- **Deputy Division Director, Florida Department of Environmental Protection, Tallahassee, Florida:**
- **Professional Engineer Administrator, Florida Department of Environmental Protection, Tallahassee, Florida:**
- **Assistant City Engineer, City of Tallahassee, Tallahassee, Florida:**

AREAS OF EXPERTISE

Mr. Gentry's education and experience are focused on the following areas of engineering:

- Structural design of residential and commercial structures in the high-wind zone.
- Site design including stormwater modeling and management facilities.
- Design of water, wastewater and stormwater utility systems.
- Roadway design.
- Construction inspection and management.

ADDITIONAL TRAINING AND CERTIFICATIONS:

Mr. Gentry has received the following additional training and certifications:

- Financial Planning, FSU, 1999, 30 CPE hrs
- Stormwater Erosion and Sediment Control, FDEP, 2000, 8 hrs. (Certified stormwater management facility inspector #1253)
- Wind Load Calculations and Other Wind Issues, FBC, 2005, 7 hrs.
- Advanced Wind Load Calculations and Other Wind Issues, FBC, 2007, 7 hrs.
- Design of Low-Impact Developments UF, 2009, 8 hrs.

PROFESSIONAL REGISTRATIONS:

Professional Engineer, Florida #16990, Georgia #20135 (Inactive)
Stormwater Management Facility Inspector #125

Sanevia Tucker

119 North Beverly St
Perry, FL 32348
Phone: 850-295-0441
E-Mail: sabercrombie90@gmail.com

Professional Summary

Client-focused Retail Sales Associate with 10+ years of experience providing customer service skills and solutions to customers. Solid understanding of consumer services and customer satisfactory. Results-oriented Customer Service Manager with the ability to lead decision-making from concept to development.

Areas of Expertise

- Computer Literate
- Creative Designs
- Customer Service Needs Assessment
- Customer Service
- Sales
- Customer Satisfaction
- Customer targeting
- Creative Problem Solving
- Client Relations
- Leadership Skills
- Retail

Work Experience

December 2004 to Current

WalMart

Perry, FL

Customer Service Manager/ Cashier

Computed, recorded, and proofread data, records and reports. Assigned tasks to associates, staffed projects, tracked progress and updated managers, as necessary. Implemented client training. Communicated with customers, employees and other individuals to answer questions and explain information. Provided Customer Service support.

Education

2012

Keiser University

Tallahassee, FL, United States

Business Administration/ minor in Marketing

Bachelor of Arts

2008

Keiser University

Tallahassee, FL, United States

Computer Graphics and Design

Associate of Science

1999

Taylor County High School

Perry, FL, United States

High School Diploma

Professional Affiliations

In 2006 I won the schools art show for, an Ad that I did to support our annual Art Expo.

In 2008 my Design for "The Relay for Life", was used as an announcement across billboards in Tallahassee, FL for the upcoming walk.

I've contributed Volunteer work with the Children's Miracle Network, with affiliations of WalMart.

TAYLOR COUNTY DEVELOPMENT AUTHORITY

BOARD OF DIRECTORS APPLICATION

The applicant must be 18 years old or older.

Name: Clay Bethea

Phone: (850) 843-1484

Address: 6369 HWY 19 S

email: clay-betha@bkitech

Applicant is:

Yes No

- | | | |
|-------------------------------------|--------------------------|--|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | A resident of Taylor County |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Willing to attend all board meetings |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Willing to complete a two-year term |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Willing to support TCDA's main goal of job creation |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Willing to attend annual strategic planning sessions |

Please explain your interest in serving on the TCDA board:

Need more job!!

Experiences or qualifications:

Other:

Clay Bethea
Signature

1-14-13
Date

Rudolph Parker
4400 Rudolph Parker Lane
Perry, Florida 32347
850-838-7135

January 11, 2013

TO: Taylor County Board of County Commissioners

SUBJECT: Appointment to the Board of Directors, Taylor County Development Authority

This is to let you know that I am seeking reappointment to the Board of Directors of the Taylor County Development Authority.

I have always been actively involved in trying to secure meaningful jobs for our county. Great strides have been made to insure that we are in position to see unprecedented job growth in the near future for Taylor County, and I would like to remain on the Board to help make these successes happen.

I would appreciate your vote.

Sincerely,



Rudolph Parker

Rudolph Parker

(13)

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



North Florida Economic Development Partnership

Meeting Date:

01/22/2013

Statement of Issue: Taylor County Commissioner to be appointed to the NFEDP Board of Directors.

Recommendation:

Fiscal Impact: \$ 0 **Budgeted Expense:** Yes ☐ No ☐ N/A ☒

Submitted By: TCDA

Contact: Lavonne Taylor

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Ex-Commissioner Mark Wiggins served on the NFEDP Board during FY 2012

The NFEDP Board meet quarterly in Lake City at Florida Gateway College. The next meeting is scheduled for Feb. 1, 2013 at 9:30am to noon.

Options: 1. _____

2. _____
NFEDP Bylaws

Attachments: 1. _____

**BYLAWS OF
North Florida Economic Development Partnership
A Florida Nonprofit Corporation**

Article 1 - NAME

Section I: The name of this Corporation shall be North Florida Economic Development Partnership, Inc., (hereinafter referred to as the Corporation), a Corporation not-for-profit, incorporated under the provisions contained in Chapter 617 of Florida Statutes and Section 501(c)6 of the Internal Revenue Service Code.

Article 2 - PLACE OF BUSINESS

Section I: The principal office of the Corporation shall be determined by the NFEDP Board of Directors.

Section II: The Corporation is located at 3200 Commonwealth Boulevard, Suite B, Tallahassee, Florida 32303.

Article 3 – PURPOSE/OBJECTIVES

Section I: The Corporation is organized for the purpose of coordinating and marketing regional economic development assets, and enhancing the professional development and leadership capacity, providing or facilitating the provision of technical assistance, and identifying issues that serve as impediments to job creation and increased economic growth throughout and within the North Central Florida region and the NFEDP rural-membership.

Section II: The objectives of the Corporation are:

- A) Engage in regional and/or sub-regional proactive economic development activities to increase the number of quality jobs in the region.
- B) Encourage and coordinate regional cooperative efforts for marketing, research, and database development that maximizes exposure for the region.
- C) Enhance professional development and leadership capacity of Economic Development professionals, elected officials, private business, and community leaders in the region. Such capacity is enhanced through education, training, professional development and technical assistance services provided by the NFEDP.
- C) Assist member communities in the accomplishment of their respective economic development plans and projects.
- D). Facilitate and sustain strong professional relationships and partnerships between and among local governments, state and federal agencies, private business and industry, for-profit and non-profit organizations and groups, and individuals committed to enhancing the economic development conditions, job growth, and wealth of the North Central Florida region.
- D) Encourage and assist regional cooperative efforts for tourism.
- E) Promote the Corporation's objectives and goals through public awareness programs to gain support for economic development within the region in such a manner that the unique quality of life inherent to this rural area of North Florida is maintained and enhanced.

Section III: The organizational structure of the North Florida Economic Development Partnership will be a three tiered structure consisting of: 1) General Membership, 2) Board of Directors, and 3) Executive ~~Committee~~Committee.

Article 4 – GENERAL MEMBERSHIP

Section I: To facilitate the broadest representation within the 14-county region, general membership will not have any limitations.

Section II: General membership will consist of the following:

- A) Representation from each of the 14 counties
 - 1 from each Board of County Commissioners, either Commissioner or designee (if a designee then there should be some type of regular communication (no more than monthly-no less than quarterly) with the Board of County Commissioners to outline the activities and accomplishments of the organization. (\$.05 per person within the county). The Bureau of Business Research (BEBR) at the University of Florida shall be the source for determining county populations.
 - 1 from each economic development group, if no such group exists within a county, then the chamber of commerce (\$100 per organization annually)
 - 1 from each municipality (\$100 annually per municipality).
- B) 1 from each entity contributing \$10,000 or more annually to the organization (public, private or public/private)
- C) Water Management District (~~\$2,500~~3,000)
- D) Regional Planning Council (~~\$2,500~~3,000)
- E) Workforce Development Board (\$5,000 each)
- F) Regional Education Consortium(s) (\$2,500)
- G) Regional Health Care Coalition/Consortium and/or Individual Facilities (\$2,500)
- F) Individual members (\$500)

Section III: Membership in this organization is available to any individual, organization, public or private entity located within or outside the boundaries of the North Florida Economic Development Partnership desiring membership and committed to those purposes set forth herein.

Section IV: Any member may resign from membership in the Corporation upon giving written notice thereof to the Secretary of the Corporation. Members who resign from membership shall not be entitled to receive refund of dues therefore paid.

Article 5 – BOARD OF DIRECTORS

Section I: The composition of the Board of Directors shall be as follows (members must be in good standing):

- A) 1 from each Board of County Commissioners
- B) 1 from each economic development organization or chamber (designated by the County)
- C) Municipalities to caucus one representative per every ten member cities
- D) Regional Planning Councils to caucus one representative
- E) Water Management Districts to caucus one representative
- F) Workforce Development Boards to caucus one representative
- G) Education Consortium to caucus on representative

- H. Health Care Consortium/Coalition and/or Individual Facilitites to caucus one representative
- G) Individual members to caucus one representative
- H) Each \$10,000 contributor shall have a seat on the Board.

Section II: The Board of Directors shall be elected at the annual meeting of the general membership.

Section III: Board Membership Terms shall be as follows:

- A) Board member terms shall be for a period of not less than two years.
- C) If a board member is unable to serve, members of the executive board shall work with the category of membership the individual represents and secure their replacement. The Board of Directors shall ratify the replacement.
- D) Any Director may be removed from office at any time with or without cause by the affirmative vote of two-thirds of the Directors in office. Any member of the Board of Directors who is absent from three consecutive regular meetings without just cause for such absence may be removed as a member of the Board of Directors by a vote of two-thirds of the members of the Board of Directors present and voting.

Article 6 – EXECUTIVE COMMITTEE

Section I: The Executive Committee may exercise the powers of the Board of Directors when the Board is not in regular or special session. Any action taken by the Executive Committee shall be reported to the Board of Directors at the next regular or special meeting of the Board. The Executive Committee shall be elected by the Board of Directors at the annual meeting

Section II: The makeup of the Executive Committee (10 Committee members) shall be selected from among the Board of Directors in good standing as follows:

- A) County Commissioners (a minimum of two) or Economic Development Orgs/Chambers - 7
- B) At-Large member appointed by the Chairman - 1
- C) Workforce Development Board Representative – 1
- D) Municipal Representative--1
- D) Immediate past Chairman of the Board of Directors in a non-voting position
- E) Current Vice-President of the Board

Section III: Executive Board Membership shall be as follows:

- A) Committee members shall have two year terms.
- B) If an Executive Committee member is unable to serve, members of the executive committee shall work with the category of membership the individual

represents and secure their replacement. The Board of Directors shall ratify the replacement.

Section IV: Two (2) unexcused absences shall constitute removal of that individual from the Executive Committee. (Absences shall go before the Executive Committee for consideration)

Article 7 - MEETINGS

Section I: An annual meeting of the general membership shall be held in each calendar year at such time and place as may be determined by the Board of Directors for the purposes of electing directors and transacting such other business as may be properly brought before the meeting.

Section II: Special meetings for the general membership shall be held at any time and place as may be designated in the notice of said meeting, upon call of the Chairman of the Executive Committee or upon written petition by a majority of the members.

Section III: The Board of Directors shall meet at least quarterly, including the annual meeting, at a location to be determined by the Chairman. A minimum of seven (7) days written notice of the meeting shall be sent to all directors, stating the place, date, and hour.

Section IV: The Executive Committee shall meet at least monthly at a location to be determined by the Chairman. Up to eight (8) of these meetings may be by telephone conference.

Section V: The following quorums apply:

A) A General Membership quorum is met and business can be conducted with the presence of 10 percent of the members entitled to vote.

B) A Board of Directors quorum is met and business can be conducted with the presence of 25 percent of the voting members.

C) A quorum for the Executive Committee is met and business can be conducted when a majority of the Executive Board membership is present.

Section VI: Voting by proxy shall be discouraged. A proxy must be submitted in writing and must be received prior to scheduled start of the meeting. The signed proxy must be attached to the original of the minutes and filed in the records. The proxy form will be accessible on the NFEDP website.

Section VII: Each member shall be entitled to one vote. If an organization is a member, the organization shall designate in writing one person who shall have the right to exercise the organization's voting rights.

Article 8 - OFFICERS

Section I: All Officers shall be members of the Board of Directors and serve a 2 year term.

Section II: Officers will include the following:

- A) Chairman
- B) Vice-Chairman, who shall also be recognized as the Chairman-elect. (The individual in this position shall then serve a four-year term without regard to their Board Membership term.
- C) Secretary
- D) Treasurer

Section III: In the spirit of inclusiveness, officers may not succeed themselves in office.

Section IV: At least thirty (30) days in advance of the Annual Meeting, the Chairman shall appoint a Nominating Committee composed of five (5) Board of Directors members representing five of the participating counties. The Nominating Committee shall present a single candidate for each position on the Board of Directors and the Executive Committee to be filled. In order to qualify, each director/nominee must give his or her consent to serve, if elected.

Section V: During the Annual Meeting, the Nominating Committee shall present a single candidate for each office to be filled. Officers shall be nominated from among the Board of Directors of the Corporation. Following the report of the Nominating Committee, the Chair shall open the floor for additional nominations for each office to be filled. If more than one (1) Director is nominated for a specific office, an election by a written and signed ballot for that position shall be conducted with a majority of votes cast required to elect. No more than one (1) Director from a participating county may hold the position of an officer at any time. In the event a written ballot is necessary, the Chair shall appoint a Ballot Counting Committee to count and verify all ballots cast; A record of ballots cast shall be kept on file for no more than one year or until the next election of Officers is held.

Section VI: The Duties and Responsibilities of the officers are as follows:

- A) CHAIRMAN: The Chairman shall preside at all meetings of the Board of Directors and Executive Committee, and shall perform all duties incident to the office and recommend such actions that he or she believes will increase the effectiveness of the corporation. All contracts and instruments of conveyance authorized by the Board of Directors shall be signed by the Chairman, or an officer designed by the Chairman.
- B) VICE-CHAIR: The Vice-Chair shall preside in the absence of the Chairman and assume such responsibilities as may be assigned by the Board of Directors or the Chairman.
- C) SECRETARY: The Secretary, or Board designated staff, may serve as the Registered Agent for the corporation and shall cause to be prepared all notices, agendas, and minutes of the Board of Directors, the Executive Committee and all committees of the corporation. The secretary of the corporation shall cause all records of the corporation to be kept that are not otherwise needed by another officer in managing the routine business affairs of the corporation and shall cause to be filed all annual reports and filings required by any agency of local, state, or the federal government.

D) TREASURER: It shall be the duty of the Treasurer, or Board designated staff, to have charge and custody of all funds and to cause the deposit such funds in a timely manner as proscribed by the Board of Directors. Funds will be kept on deposit in such financial institutions as may be approved by the Board of Directors. Unless a Sole Signatory has been approved by the Executive Committee, withdrawal of funds and any checks issued shall require two (2) signatures which may be that of the Chairman, Vice-Chair, Secretary, Treasurer or any other director or agent so authorized by the Board of Directors. A Fiduciary Bond shall be provided by the Corporation for those so authorized. The Treasurer shall cause monthly financial statements to be prepared and presented at the regular meetings of the Executive Committee and the Board of Directors.

Article 9 - COMMITTEES

Section I: The Board of Directors is empowered to set up any committee it deems necessary to further the objectives and goals of the corporation.

Article 10 - FISCAL YEAR

Section I: The fiscal year of the corporation shall be October 1st through September 30th.

Article 11 - AMENDMENTS

Section I: These bylaws may be amended, restated, or repealed, wholly or in part, by a majority vote at any meeting of the Board of Directors provided ten (10) days written notice of the meeting is sent along with the proposed amendment(s) to all Directors. These Bylaws and any amendments or restatements thereto shall be effective immediately following adoption by the Board of Directors.

Article 12 – DISSOLUTION

Section I: In the event of dissolution of the North Florida Economic Development {Partnership, its assets remaining after payment or provision for payment of all debts and liabilities of the corporation shall be distributed equally to all of the then participating county commissions according to Section 501©3 of the Internal Revenue Code, or corresponding provisions of any subsequent federal tax laws.

Article 13 – PARLIAMENTARY AUTHORITY

Section I: Roberts Rules of Order newly revised edition shall be the authority for deciding all points of order and procedure when not in conflict with these bylaws.

Last updated 06/30/2011—Proposed on 7-26-12
Approved by Full Board and General Membership – July 15, 2011

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

BOARD TO AWARD HOLT ROAD (CR 30A) WIDENING AND RESURFACING PROJECT TO ANDERSON COLUMBIA CO., INC.

MEETING DATE REQUESTED:

January 22, 2013

Statement of Issue:

The Board received proposals for Holt Road (CR 30A) Widening and Resurfacing project on January 7, 2013. The Board appointed Kenneth Dudley, Andy McLeod, and Brent Burford as the Request for Proposals (RFP) Review Committee.

Five proposals were received:

Anderson Columbia Co., Inc. / Lake City, FL	\$699,000.00
Capital Asphalt, Inc. / Tallahassee, FL	\$998,000.00
Curt's Construction Inc. / High Springs, FL	\$847,563.00
Oldcastle Southern Group, Inc. / Jacksonville, FL	\$748,322.59
Peavy & Son Construction Co., Inc. / Havana, FL	\$762,675.00

Recommended Action:

Staff recommends that the Board award the Holt Road (CR 30A) Widening and Resurfacing project to Anderson Columbia Co., Inc. as the lowest responsive proposal.

Fiscal Impact: FISCAL YR 2012/13 - \$699,000.00

Budgeted Expense: YES

Submitted By: ENGINEERING DIVISION

Contact: COUNTY ENGINEER

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

The Board requested and received proposals on January 7, 2013, for the services of a qualified contractor to widen and resurface Holt Road (CR 30A). The proposed scope of work, improving an existing 18 ft. paved roadway to 22 ft., includes the following activities: mixing and preparing the base, shoulder re-construction, stormwater system improvements, and signage and pavement markings, as more fully detailed in the project plans and specifications. The respondents were as follows:

Required Items	Company Name				
	Anderson Columbia Co. Inc.	Oldcastle Southern Group, Inc.	Peavy & Son Construction Co., Inc.	Curt's Construction Inc.	Capital Asphalt, Inc.
Bid Bond	✓	✓	✓	✓	✓
FDOT Certificate of Qualifications		✓	✓	✓	✓
Insurance - Liability /Workers Compensation	✓	✓	✓	✓	
Non-Collusion Affidavit	✓	✓	✓	✓	✓
Public Entity Crimes Affidavit	✓	✓	✓	✓	✓
Suppliers/ Subcontractors		✓	✓	✓	
Project References		✓	✓	✓	
Location of Office Serving Taylor County	Lake City, FL	Jacksonville, FL	Havana, FL	White Springs, FL	Tallahassee, FL
Proposal Amount	\$699,000.00	\$748,322.59	\$762,675.00	\$847,563.00	\$998,000.00

Funding for this project is from District 5 paving funds (0308-56315), which has a current balance of \$760,797.00. As outlined above, the lowest of the bids received is Anderson Columbia Co., Inc. at \$699,000.00, which is within the available funding.

Therefore, the Board should award the bid to Anderson Columbia Co., Inc., as the lowest responsive bidder.

Options:

- 1) Award the Holt Road (CR 30A) Widening/Resurfacing project to Anderson Columbia Co., Inc.
- 2) Reject the current bids, re-advertise the RFP, and state reasons for the decision.

Attachments:

Anderson Columbia Co., Inc.'s Basis of Bid.

Bid Review Committee:

Andy McLeod

Brent Burford

Kenneth Dudley

BID FORMHolt Road (CR 30A) Widening/Resurfacing2012-004-ENG**TABLE OF ARTICLES**

<u>Article</u>	<u>Article No.</u>
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ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS	1
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ARTICLE 1 – BID RECIPIENT**1.01 This Bid is submitted to:**

*Taylor County Board of County Commissioners
Clerk of Court
1st 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.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

- 2.01** Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those 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**3.01 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.

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____

- 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 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 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:

- A. 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;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

- D. 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	<u>Six Hundred Ninety Nine</u> <u>Thousand Dollars and 00/100</u> (words)	<u>\$ 699,000.00</u> (numerals)
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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 failure 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 _____
 - B. List of Proposed Subcontractors and portion of work provided (Include: Scope of proposed Work, Value of work, % of total)
 - C. List of Proposed Suppliers (Include: List of proposed supplies, Value of supplies, % of total)
 - D. List of Project References
 - E. Required Bidder Qualification Statement with Supporting Data
 - F. 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.

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid submitted by:

If Bidder is:

An Individual

Name (typed or printed): N/A

By: N/A (SEAL)
(Individual's signature)

Doing business as: N/A

A Partnership

Partnership Name: N/A (SEAL)

By: N/A
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): N/A

A Corporation

Corporation Name: Anderson Columbia Co., Inc (SEAL)

State of Incorporation: Florida

Type (General Business, Professional, Service, Limited Liability): General

By: E. Tony Williams, Jr.
(Signature – attach evidence of authority to sign)

Name (typed or printed): E. Tony Williams, Jr.

Title: Vice President (CORPORATE SEAL)

Attest: Brian P. Schreiber
BRIAN P. SCHREIBER, SECRETARY

Date of Authorization to do business in FLORIDA is 03 / 07 / 1988

A Joint VentureName of Joint Venture: N/AFirst Joint Venturer Name: N/A (SEAL)By: N/A
(Signature of first joint venture partner -- attach evidence of authority to sign)Name (typed or printed): N/ATitle: N/ASecond Joint Venturer Name: N/A (SEAL)By: N/A
(Signature of second joint venture partner -- attach evidence of authority to sign)Name (typed or printed): N/ATitle: N/A

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address _____

Phone No. _____ Fax No. _____

SUBMITTED on _____, 20____.

State Contractor License No. _____ (If applicable)

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

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

1. This sworn statement is submitted with Bid, Proposal or Contract No. 2012-004-ENG
for Taylor County

2. This sworn statement is submitted by Anderson Columbia Co., Inc
(Name of entity submitting sworn statement)

Whose business address is P. O. Box 1829 Lake City, FL. 32056

_____ and

(if applicable) its Federal Employer Identification Number (FEIN) is 59-2871935

(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn

statement: _____.)

3. My name is E. Tony Williams, Jr and my relationship to the entity
name above is Vice President

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287-133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(g)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The

term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

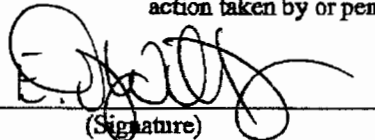
X Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, nor affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1,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

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

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

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

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


(Signature)

01/07/13

(Date)

STATE OF Florida

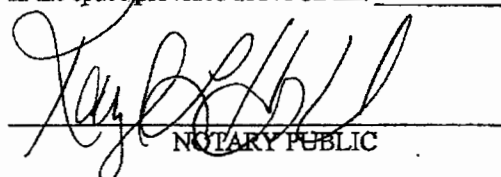
COUNTY OF Columbia

PERSONALLY APPEARED BEFORE ME, the undersigned authority, E. Tony Williams, Jr,

(Name of individual signing)

who, after first being sworn by me, affixed his/her signature in the space provided above on this 7th day

of January, 2013.


NOTARY PUBLIC

My commission expires: _____



NON-COLLUSION AFFIDAVIT(STATE OF FLORIDA, COUNTY OF TAYLOR) **Columbia****E. Tony Williams, Jr.** being first duly sworn, deposes and says that:

- (1) He/She/They is/are the **Vice President** of
(Owner, Partner, Officer, Representative or Agent)
Anderson Columbia Co., Inc, the Bidder that has submitted the attached Bid;
- (2) He/She/They is/are fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from Bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix any overhead, profit, or cost elements of the Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid Price or the Bid Price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties of interest, including this affiant.

Signed, sealed and delivered in the presence of:

Witness JANE BEAUMONT
Witness TUG WINTHROP

By: [Signature]
Signature

E. Tony Williams, Jr., Vice President
Print Name and Title

STATE OF FLORIDA, (COUNTY OF TAYLOR) **Columbia**

On this the 7th day of January, 2013, before me, the undersigned Notary Public of the State of Florida, personally appeared (Name(s)) of individual(s) who appeared before notary) **E. Tony Williams, Jr.** and whose name(s) is/are subscribed to the within Affidavit of Non-Collusion, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal.

NOTARY PUBLIC:

SEAL OF OFFICE:

Karyl L. Howell

(Name of Notary Public: Print, Stamp or type as commissioned)

☒ Personally known to me, or☐ Personal identification:

Type of Identification Produced

☐ Did take an oath, or☐ Did Not take an oath.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/28/2012

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

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

PRODUCER PentaRisk Holdings LLC 3715 Northside Pkwy Bldg 400 Suite 120 Atlanta GA 30327	CONTACT NAME: Nancy Rogge PHONE (A/C No. Ext): (404) 809-2530 FAX (A/C No.): (404) 809-2531 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Old Republic General Insurance NAIC # 24139 INSURER B: Starr Indemnity & Liability 38318 INSURER C: Liberty Mutual Insurance Corp 23043 INSURER D: INSURER E: INSURER F:
INSURED Anderson Columbia Co., Inc. P.O. Box 1829 Lake City FL 32056	

COVERAGES CERTIFICATE NUMBER: 12-13 Anderson FL REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			A4DG00321201	5/1/2012	5/1/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000
	GENTL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS			A4DA00321201	5/1/2012	5/1/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR CLAIMS-MADE			SISCCCL01782012	5/1/2012	5/1/2013	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	EW565N289907012 Excess Work Comp Policy	4/1/2012	4/1/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: Project 2012-004-ENG; Bolt Road (CR 30A) Widening & Resurfacing

Evidence of Insurance

CERTIFICATE HOLDER

Taylor County Board of County
Commissioners Clerk of Court
1st Floor Courthouse, Suite 102
108 N. Jefferson St
Perry, FL 32347

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Brad Lastinger/NROG

BID BOND

Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

BIDDER (Name and Address): Anderson Columbia Co., Inc.
871 NW Guerdon St.
Lake City, FL 32055

SURETY (Name and Address of Principal Place of Business): Liberty Mutual Insurance Company
175 Berkeley St.
Boston, MA 02116

OWNER (Name and Address):
TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS
108 NORTH JEFFERSON ST.
PERRY FL, 32347

BID

Bid Due Date: January 7, 2013

Project (Brief Description Including Location): *Holt Road (CR 30A), Taylor County, Florida. This project consists of roadway reconstruction, widening and resurfacing, roadside grading, storm water facilities construction, signage and pavement markings, as more fully detailed in the project plans and specifications.*

BOND

Bond Number: Bid

Date (Not later than Bid due date): January 2, 2013

Penal Sum: five percent of the amount bid

(Words)

5%

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

Anderson Columbia Co., Inc. (Seal)
Bidder's Name and Corporate Seal

By: 

Signature and Title Tony Williams, Jr., Vice President

Attest: 

Signature and Title BRIAN P. SCHREIBER, SECRETARY

SURETY

Liberty Mutual Insurance (Seal)
Company
Surety's Name and Corporate Seal

By: 

Signature and Title Kevin Wojtowicz
(Attach Power of Attorney) Attorney-in-fact

Attest: 

Signature and Title Cathy Knoke

WITNESS

Note: Above addresses are to be used for giving required notice.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder any difference between the total amount of Bidder's Bid and the total amount of the Bid of the next lowest, responsible Bidder who submitted a responsive Bid as determined by Owner for the work required by the Contract Documents, provided that:

1.1. If there is no such next Bidder, and Owner does not abandon the Project, then Bidder and Surety shall pay to Owner the penal sum set forth on the face of this Bond, and

1.2. In no event shall Bidder's and Surety's obligation hereunder exceed the penal sum set forth on the face of this Bond.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

3.2. All Bids are rejected by Owner, or

3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable

promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

American Fire and Casualty Company
 The Ohio Casualty Insurance Company
 West American Insurance Company
 Liberty Mutual Insurance Company
 Peerless Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of Ohio, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, that Peerless Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, KEVIN WOJCIOWICZ; GLENN ARVANITIS; JOHN R. NEU .

all of the city of ST. PETERSBURG, state of FL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 12th day of July, 2012.



American Fire and Casualty Company
 The Ohio Casualty Insurance Company
 Liberty Mutual Insurance Company
 Peerless Insurance Company
 West American Insurance Company

By: Gregory W. Davenport
 Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss
 COUNTY OF KING

On this 12th day of July, 2012, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, Peerless Insurance Company and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.



By: KD Riley
 KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, West American Insurance Company and Peerless Insurance Company, which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorney-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, West American Insurance Company and Peerless Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 2 day of January, 20 13



By: David M. Carey
 David M. Carey, Assistant Secretary

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to review and approve Fuel Supply Agreement and Branding Agreement with World Fuel. World Fuel recently acquired the Hiller Group who has been the Perry Foley Airport 100 LL aviation fuel supplier for many years.

MEETING DATE REQUESTED:

January 22, 2013

Statement of Issue: Board to review and approve Fuel Supply Agreement and Branding Agreement with World Fuel. Hiller Group was recently acquired by World Fuel.

Recommended Action: Board to approve Fuel Supply Agreement.

Budgeted Expense: Not Applicable

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Hiller Group has been the 100 LL Aviation Fuel supplier to Perry Foley Airport for many years. Hiller Group was recently acquired by World Fuel. The 100 LL fuel system communications/credit card software and equipment as well as the fuel system certifications are all Hiller/World Fuel authorized equipment. The majority of the small general aviation airports in the region purchase fuel from World Fuel and the County often splits loads of fuel with these airports to save on the cost and delivery of fuel.

THERE ARE NO LOCAL VENDORS WHO SELL 100 LL AVIATION FUEL.

Attachments: Fuel Supply Agreement and Branding Agreement



FUEL SUPPLY AGREEMENT

THIS AGREEMENT is made this 1ST day of February, 2013 (the "Effective Date") between **PERRY FOLEY AIRPORT** ("Customer"), located at Route 1, Box 535, Perry, FL 32348 and **WORLD FUEL SERVICES, INC.** ("Seller"), a Texas corporation located at 9800 N.W. 41st Street, Miami, FL 33178.

WITNESSETH:

WHEREAS, Seller markets and distributes aviation fuels, and Customer is in the business of operating an aviation facility which uses aviation fuels; and

WHEREAS, the parties have agreed that Seller will sell aviation fuels to Customer and Customer will purchase aviation fuels from Seller in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants and undertakings set forth herein, Customer and Seller hereby agree:

1. **Scope.** During the term of this Agreement, Seller agrees to sell and Customer agrees to purchase all of Customer's requirements for branded and unbranded aviation gasoline, jet fuel, and any other products sold hereunder exclusively from Seller and that it will not purchase any such fuels or products from any other corporation, company, entity, or person. Customer represents and warrants that all products and services purchased hereunder will be for the purpose of conducting its business and that no aviation gasoline purchased hereunder shall be used or sold for non-aviation use.

2. **Duration and Renewal.** This Agreement shall be for an initial term of 3 years beginning on the Effective Date. If at the end of the initial term, Customer has not purchased at least 105,000 gallons of combined aviation fuel from Seller (the "Required Minimum Gallons"), this Agreement shall automatically renew for one or more subsequent annual terms until Customer has purchased at least the Required Minimum Gallons. If upon the expiration of the initial term or any annual renewal term, Customer has purchased the Required Minimum Gallons, then this Agreement shall automatically renew for subsequent annual periods unless cancelled by either party providing written notice to the other party of its election to terminate at least 90 days prior to the end of the initial term or any annual renewal period.

3. **Pricing.** Unless otherwise agreed in writing by the parties, the price per gallon for products sold hereunder shall be as established by Seller from time to time in its discretion. Prices are exclusive of all Taxes (as defined in Section 10 hereof) additives, freight charges, surcharges and fees. Notwithstanding any written agreement to the contrary, if Seller's cost of supplying fuel or services to Customer increases then, upon written notice to Customer, Seller may adjust its prices at affected delivery locations. Price changes will take effect as of the date of notification.

4. **Product and Product Standard.** The products to be sold hereunder are Jet A Turbine Fuel and 100LL Aviation Gasoline. Jet A Turbine Fuel produced by a refinery in the United States shall meet ASTM D 1655, latest revision, and Jet A Turbine Fuel produced by a refinery in Canada shall meet the requirements of CAN/CGSB-3.23-97. 100LL aviation gasoline produced by a refinery in the United States shall meet ASTM D 910, and 100LL aviation gasoline produced by a refinery in Canada shall meet CAN/CGSB-3.25-94. Seller warrants title to the products delivered hereunder, that it has the right to sell such products and that they are free from liens and adverse claims of every kind. EXCEPT AS SPECIFICALLY SET FORTH IN THIS SECTION, SELLER MAKES NO WARRANTIES OF ANY KIND TO CUSTOMER REGARDING THE PRODUCT SOLD HEREUNDER, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5. **Payment Terms.** Payment by Customer shall be made by means of electronic funds transfer, and the terms shall be net 30 days subject to credit approval by Seller. Customer shall provide such information and shall execute such authorizations as Seller may from time to time request to allow Seller to withdraw payments due hereunder directly from Customer's designated bank account.

6. **Force Majeure.** Neither party shall be liable for its failure to satisfy its obligations hereunder as a result of any cause beyond its control, including acts of God, acts of federal, state or local government, compliance with requests, regulations or orders of any governmental authority, fire, storm, flood, earthquake, explosion, accidents, acts of the public enemy, terrorism, war, riot, strike, lockout, or unavailability of or delays in delivery of any product which is the subject of this Agreement. If any such *force majeure* interruption occurs with respect to Seller's supply, Seller may substitute another fuel of the same brand, a different brand, or no brand so long as such aviation fuel meets the standards set forth in Section 4 above, and/or the quantities of aviation fuel required to be supplied under this Agreement may be ratably reduced for the period during which such *force majeure* interruption may exist.

7. Title and Risk of Loss. Seller's liability relating to the aviation fuel sold hereunder shall cease and title and risk of loss shall pass to Customer when said product passes the flange between Seller's delivery line and Customer's connection or vehicle.

8. Inspection and Measurement. Customer's inspection and measurement shall be based on meters or on certified tank truck capacities according to terminal practice. All quantities shall be adjusted to 60 degrees F temperature (unless otherwise specified by State Regulations) in accordance with the latest revised applicable parts of ASTM Designation D: 1250, IP Designation: 200 Petroleum Tables. The term "gallon" shall mean a U.S. gallon of 231 cubic inches. The term "tank truck" shall mean a transport truck with a tank storage capacity of not less than 3,000 gallons.

9. Deliveries. Deliveries shall be made at such times within the usual business hours of Seller as may be required by Customer, provided that reasonable advance notice is given by Customer. Seller shall prepare and furnish the receiving party with copies of bills of lading and other shipping papers. Seller shall not be required to make deliveries into vehicles supplied by Customer unless they are clean and empty immediately prior to delivery and shall not be required to load or deliver quantities less than the full capacity of the vehicle, except as otherwise authorized by Seller from time to time. If deliveries are to be made into Customer's storage facilities, Customer shall provide storage facilities sufficient to enable it to receive such deliveries and shall provide Seller with unimpeded and adequate ingress and egress twenty-four hours per day. Customer shall reimburse Seller on demand for any demurrage or other charges incurred by Seller by reason of Customer's failure to unload any delivery vehicle or release the same within the time allowed therefor without demurrage or other charge even though such failure may have arisen from causes beyond the control of Customer. All deliveries of aviation fuels shall be in full bulk transport quantities unless otherwise agreed by Seller. Seller's ability to offer products in the quantities and at the prices provided for under this Agreement is dependent upon the ratability of Customer's demand. As such, Seller reserves the right to implement measures to control the proportionality, consistency and ratability of Customer's demand.

10. Taxes. All prices are quoted in U.S. Dollars (unless otherwise specified) and exclude all duties, taxes, assessments, fees, and other charges, whether foreign or domestic, including, but not limited to, excise tax, VAT, GST, mineral oil tax, sales tax, use tax or any other tax, license fees, inspection fees, landing fees, airport fees, fees for the privilege of buying, selling or loading aviation fuel, or other charges imposed by any governmental authority or agency or regulatory body, or third party upon, or measured by the gross receipts from or volume sold of any commodity, or on the production, manufacture, transportation, sale, use, delivery or other handling of such commodity, or any component thereof, or on any feature or service related thereto or of any invoice, existing at the time of any sale hereunder (collectively "Taxes"), which shall be added to the applicable price. When permitted, Customer shall assume and be directly responsible to the proper governmental units for any Taxes. When the laws, regulations or ordinances impose upon Seller the obligation to collect or pay such amounts, Customer shall pay to Seller all such amounts for which Seller may be liable. If Customer is entitled to purchase products free of any Tax, Customer shall furnish Seller proper exemption certificates. Customer acknowledges that it remains solely responsible for all Taxes and shall indemnify Seller against any liability for such Taxes even if Seller fails to include any such Taxes in its invoices. Customer's obligations under this section shall extend to any Taxes which are assessable against Customer as a result of any subsequent change in, or in interpretation of, any laws relating to such Taxes.

11. Conduct of Customer's Business. In the performance of this Agreement, Customer is engaged as an independent contractor. Customer shall conduct all operations hereunder in strict compliance with all applicable laws, ordinances and regulations of all governmental authorities, including but not limited to those issued by the Department of Transportation and those relating to the, production, manufacture, transportation, sale, use, delivery or other handling of products purchased hereunder. Customer shall diligently promote the sale of the petroleum products purchased under this Agreement, and shall conduct the operation of Customer's business in such a manner as to promote goodwill toward Seller and its products. Customer agrees to assist in the administration of any promotional programs Seller or its suppliers may establish for its customers.

12. Oil Spills. If a petroleum product spill occurs anywhere in connection with Customer's performance of this Agreement, Customer shall promptly notify Seller and the appropriate governmental authorities and shall take immediate action to clean up the spill and prevent further damage. Upon receipt of such notification, Seller shall have the right to provide to Customer such additional manpower, equipment and material as in Seller's reasonable discretion are deemed reasonable to complete the clean-up in a satisfactory manner. Customer shall pay and be responsible for all costs, expenses, charges and judgments incurred or imposed in connection with the clean-up operations, including reimbursement to Seller for all of its costs, expenses, fines and judgments.

13. Insurance.

(a) Customer shall maintain at Customer's own expense during the term of this Agreement: (i) Workers' Compensation and Employment Liability Insurance as prescribed by applicable law; (ii) Aviation General Liability (bodily injury and property damage) Insurance of not less than \$1,000,000 combined single limit per occurrence, but in the aggregate with respect to Products and Completed Operations Liability and any one offense/aggregate with respect to Personal Injury, and

including but not limited to, personal injury, premises-operations, products and completed operations, and contractual Liability; (iii) Business Automobile Liability (bodily injury and property damage) Insurance of not less than \$1,000,000.00 combined single limit per occurrence, on all owned, non-owned and hired vehicles which are used by Customer; and (iv) any other insurance or surety bonding that may be required under the laws, ordinances and regulations of any governmental authority.

(b) The insurance specified in subsection (a) of this section shall require the insurer to provide Seller with thirty (30) days' prior written notice of any cancellation or material change in the insurance and shall name Seller as additional insured. The insurance required under clause (i) of subsection (a) above shall contain a waiver of subrogation against Seller and an assignment of statutory lien, if applicable.

(c) The insurance required under subsection (a) above shall provide that it is primary coverage to insurance carried by Seller. The insurance required above shall be issued by insurance companies which are reasonably acceptable to Seller. The insurance companies shall have no recourse against Seller, or any other additional insured, for payment of any premiums or assessments under any policy issued by a mutual insurance company. Customer shall be responsible for all deductibles in all of Customer's insurance policies. Customer shall furnish Seller with certificates for all insurance coverage.

(d) Seller has the right to modify, delete, add to or otherwise change the insurance requirements set forth in sections (a) through (c) inclusive provided that Seller provides Customer with 30 days' notice of such change.

14. Indemnification. Each party shall indemnify, defend and hold the other party and its directors, officers, employees and agents harmless from and against any and all expenses (including attorneys' fees) liabilities and claims of whatsoever kind and nature, including but not limited to, those for damage to property (including property of the parties) or for injury to or death of any person (including a party), directly or indirectly, arising or alleged to arise out of or in any way connected with the willful misconduct, negligent acts or omissions, violation of law, or breach of this Agreement by the indemnifying party. The foregoing indemnity shall not apply to the extent such expense, liability or claims result from the negligent acts or omissions or willful misconduct of the party seeking indemnification.

15. Quality Control. Customer shall maintain the quality of Seller's aviation products and shall comply with any quality control procedures prescribed by Seller and its supplier. In no event shall Customer permit automotive engine fuels or kerosene to be sold as Seller aviation fuels or dispensed through equipment bearing Seller's or its suppliers' insignia. Customer shall immediately report to Seller any accident or incident involving a fueled aircraft. Any claim made by Customer for deficiency in product quality or quantity shall be waived unless made in writing within forty eight (48) hours after delivery.

16. Confidential Information. Customer shall hold in confidence all manuals, guides, forms, instructions, software programs and other proprietary materials provided by Seller for Customer's use in promoting and selling Seller products, and all technical information, trade secrets and other confidential business information that is disclosed to Customer by Seller (collectively "Confidential Information"). Customer shall not use Confidential Information for any purpose other than developing business for Seller's products and services, and shall not disclose Confidential Information to anyone other than Customer's employees or agents who have a need to know Confidential Information. Customer's obligations under this section 16 shall survive termination of this Agreement.

17. Termination.

(a) Seller may, in addition and without prejudice to any of its other rights or remedies hereunder, terminate this Agreement upon giving Customer seven (7) days' prior written notice (or such other period as is specified herein) if any one or more of the following occurs and Customer fails to cure such breach within the applicable notice period: (i) Customer breaches or defaults on any covenant, condition or other provision of this Agreement, the branding schedule, note, security agreement, lease, or any other agreement of the parties; (ii) Customer fails to pay to Seller in a timely manner when due all sums to which Seller is legally entitled (whether or not such sums are owed under this Agreement); (iii) willful adulteration, commingling, mislabeling or misbranding of aviation fuels or other violations by Customer of trademarks utilized by Seller occur or unlawful, fraudulent or deceptive acts or practices or criminal misconduct by Customer relevant to Customer's performance of this Agreement occur; or (iv) Customer becomes insolvent, files a voluntary petition in bankruptcy, makes an assignment for the benefit of creditors, is adjudicated bankrupt, permits a receiver to be appointed, or permits or suffers a material disposition of its assets. With respect to a breach of subsection 17(a)(ii), in addition to all other rights hereunder, Seller may immediately suspend performance hereunder or terminate this Agreement without giving Customer notice or opportunity to cure.

(b) If Seller continues to accept orders from Customer following the expiration of the term of this Agreement, such sales shall be upon all of the terms and conditions hereof except that the relationship of the parties may be terminated at will.

(c) In the event this Agreement is terminated, all other agreements and instruments between the parties shall also terminate, and all amounts owing under any note or other document and all remaining Business Development Funds shall

become due and payable. In addition, upon termination of this Agreement, any and all indemnity obligations, parties' rights upon breach, all collateral and security interests in favor of Seller, obligations arising upon termination (such as discontinuing the use of the trademarks and tradenames of Seller's supplier), confidentiality provisions, and any other terms of this Agreement which by their nature should survive termination shall all survive.

(d) No termination of this Agreement, even if on account of Seller's default, shall excuse Customer from paying any unpaid amounts owing for aviation fuel previously delivered hereunder, any remaining Business Development Funds, or from paying other outstanding amounts due Seller under this Agreement. The remedies provided in this Agreement are cumulative and not exclusive of any other remedies provided by law. HOWEVER, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES.

18. Miscellaneous.

(a) Notices. All notices to be given hereunder by either party shall be in writing and sent by first class United States mail and facsimile transmission to the other, delivered to the address first listed above or at such other address or facsimile number as either party may designate to the other by written notice in the manner provided above.

(b) Entire Agreement. This Agreement, the attached branding agreement, all security agreements, notes, leases, and all other related documents of the parties constitute the entire agreement between the parties. The parties agree to execute and deliver a replacement branding agreement in substantially the same form (unless a new supplier requires a different form) if Seller determines to substitute aviation fuel of a different brand so long as such aviation fuel meets the requirements and standards set forth in Section 4 above. No other promises, agreements or warranties additional to this Agreement, the branding agreement, or other documents listed above shall be deemed a part hereof, nor shall any alteration or amendment of this Agreement or the branding agreement be effective without the express written agreement of both parties.

(c) Assignment; Waiver. This Agreement may not be assigned by Customer, either voluntarily, involuntarily, or by operation of law, without the prior written consent of Seller, which consent shall not be unreasonably withheld. Fuel and/or services may be provided by an Affiliate of Seller. As used herein, an "Affiliate" of Seller is any corporation, partnership, joint venture or other entity in which World Fuel Services Corporation, a Florida corporation, owns, directly or indirectly, an equity interest of fifty percent (50%) or more. In any transaction hereunder, the Affiliate issuing the invoice to Customer shall be deemed the seller ("Seller") of the fuel and/or services. The waiver by either party of the breach of any provision hereof shall not constitute a waiver of any subsequent or continuing breach of such provision or provisions

(d) Governing Law, Disputes. This Agreement shall be construed in accordance with the laws of the State of Florida without regard to conflict of laws provisions. Customer hereby consents to the jurisdiction of any state or federal court situated in Dade County, Florida and waives any objections based on forum non conveniens with regard to any actions, claims, disputes or proceedings relating to this Agreement, any related document, or any transactions arising therefrom, or enforcement and/or interpretation of any of the foregoing; provided, nothing herein shall affect a party's right to bring proceedings against the other party in the competent courts of any other jurisdiction or jurisdictions. Customer and Seller hereby waive any and all right to trial by jury in any action or proceeding relating to this Agreement or any documents relating to this Agreement, or any transaction arising herefrom or connected hereto. Customer and Seller each represents to the other that this waiver is knowingly, willingly and voluntarily given.

(c) Attorneys' Fees. In the event of any lawsuit between Seller and Customer arising out of or relating to the transactions or relationship contemplated by this Agreement, the substantially prevailing party shall be entitled to recover its reasonable costs including its reasonable attorneys' fees.

IN WITNESS WHEREOF, the parties have executed this Agreement which is made effective as of the date first above written.

WORLD FUEL SERVICES, INC.

PERRY FOLEY AIRPORT

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____



RETURN COMPLETED FORM TO: colleen.mccarty@p66.com
or Fax #: 918-661-4975

Phillips 66-Branded Airport Dealers Excess Liability Insurance Program - LETTER OF UNDERSTANDING

I. I hereby request to be included (free of charge) in the Phillips 66-Branded Airport Dealers Excess Liability Insurance Program ("Program"). Once properly enrolled, I will be automatically re-enrolled in the Program effective April 1 of each year, from year to year thereafter, so long as I:

(1) am a Phillips 66-branded fixed base operator ("FBO") pursuant to a Phillips 66 branded aviation supply agreement directly with Phillips 66 Company ("Phillips 66") or through a Phillips 66 marketer, and,

(2) meet the Program requirements.

As of April 1, 2008, the Program provides excess liability coverage in the amount of \$50,000,000 per occurrence and in the aggregate for sums which I am legally obligated to pay due to a covered occurrence during the policy period when Phillips 66-branded fuels and lubricants are used, and arising from the activities listed below. It should be understood that the Program is specifically linked to and only meant to respond to Phillips 66's business as a supplier of branded aviation products, and is limited to the following activities:

- a. Aviation fuel into plane services relating to sale, service, storage and supply of Phillips 66-branded aviation fuel and lubricant products, including fueling and defueling operations.
- b. Aviation fuel tank facilities relating to the storage of fuel and operation of fuel tank facilities.
- c. Operation of fueling trucks and other vehicles within airport premises.

I further understand that if I have a fuel supply agreement directly with Phillips 66 or with a Phillips 66 marketer, and if I carry primary contractual liability insurance covering my liability under that agreement, then the Airport Dealers Excess Liability Insurance will, in addition to the coverage explained above, also provide contractual liability coverage to the same extent, subject to policy exclusions.

II. **To participate in the Program, I understand that I must maintain in effect primary liability insurance (including Products Liability and Completed Operations Liability) in the following amounts:**

- a. **Not less than the amounts carried at the time I received knowledge of this excess liability coverage, but**
- b. **In any event no less than \$1,000,000 combined single limit for each occurrence and in the annual aggregate with respect to Products Liability and Completed Operations coverage. Evidence of coverage must specifically include limits of \$1,000,000 in the aggregate for Products Liability and Completed Operations coverage. Any sublimits below \$1,000,000 on a "per person" or "per passenger" basis will disqualify me from the Program.**

I understand that this excess liability coverage will be afforded to me only to the extent that I maintain insurance to comply with the above primary insurance requirements. I further understand that the Phillips 66-Branded Airport Dealers Excess Liability Insurance coverage will change without notice should my coverage expire or should the amounts of my primary liability insurance be reduced below \$1,000,000 (except in the event of a claim depleting the underlying limit).

A properly completed Letter of Understanding is required from me in order to be covered under the Program. Once I am enrolled in the Program, I will be automatically re-enrolled thereafter for twelve month periods effective each April 1 pursuant to the current terms and conditions of the Program. Phillips 66 will forward a revised Letter of Understanding if there are changes to the Program (e.g. changes in the renewal dates or policy limits). Written notice will be given in the event the Program is terminated.

I agree and am in compliance with the above primary insurance requirements.

III. Coverage Issues and Exclusions

- a. It is important to understand that this Program is considered "following form" which means that the coverage provided under the Program will follow the same policy terms, conditions, exclusions and limitations as my primary insurance affords to my fuel/fueling related coverage. Coverage will not "follow form" and will be more restrictive if I no longer carry \$1,000,000 of commercial underlying insurance.
- b. War Risks, Hijacking and other similar perils are specifically excluded under this Program, regardless of my primary policy coverage.



- c. Regardless of the underlying coverage, Environmental Disturbance and Pollution are not covered.
 - d. No coverage is afforded to expenses related to a product recall.
 - e. No coverage is afforded for Nuclear, Date Recognition or Asbestos exposures.
 - f. The Program will not respond if I carry insurance limits of \$250,000,000 or more.
 - g. The \$50,000,000 aggregate limit is the total limit available to me. If there is a "catastrophic" loss that erodes the aggregate to \$0, there will be no further coverage for me under the Program. I will consider this possibility when deciding on the limits of liability I purchase under my primary insurance program.
- IV. I understand it is my responsibility to report any incident involving the use of Phillips 66-branded aviation fuels and/or lubricants that involves bodily injury to third parties and/or damage to property of others, even if such a potential claim is not expected to exceed the limits of my primary insurance. When an incident is reported, a copy of an accident report with the details of the incident should be faxed to Phillips 66 General Aviation Technical Support at 918-662-6085 within 72 hours of the incident.
- V. **DIRECT DEALERS ONLY** - I understand that as a direct dealer who is obtaining aviation fuel directly from Phillips 66 (rather than through a Phillips 66 marketer), I must have a current, active, and fully executed Phillips 66 branded aviation supply agreement on file with Phillips 66 to be included in the Program.
- VI. **I UNDERSTAND THAT UPON RECEIPT BY PHILLIPS 66 OF THIS COMPLETED, SIGNED, AND DATED LETTER OF UNDERSTANDING, MY COVERAGE UNDER THE PHILLIPS 66-BRANDED AIRPORT DEALERS EXCESS LIABILITY INSURANCE PROGRAM WILL COMMENCE AND BE IN EFFECT THROUGH THE PREVIOUSLY IDENTIFIED POLICY PERIOD, AND WILL BE AUTOMATICALLY RENEWED FROM YEAR TO YEAR THEREAFTER AS LONG AS I MEET THE PROGRAM REQUIREMENTS. NO COVERAGE IS PROVIDED UNLESS A COMPLETED LETTER OF UNDERSTANDING HAS BEEN RECEIVED AND CONFIRMED BY PHILLIPS 66, AND PROVIDED THE STATED REQUIREMENTS ARE MET.**

(Please PRINT clearly):

FBO Name _____ | Airport ID _____
Mailing Address _____ | Airport Name _____
City, State, ZIP _____ | Airport City, State _____

For Marketer-supplied FBOs: name of the Marketer who supplies my Phillips 66-branded aviation fuel:

Marketer Name _____

As evidenced by my signature below, I understand, agree to, and am in compliance with this Letter of Understanding in order to be included in the Phillips 66-Branded Aviation Airport Dealers Excess Liability Insurance Program:

FBO DEALER:

Signed By: _____
(on behalf of the FBO)

Name Printed: _____

Title: _____

Date _____

(This box to be completed by Phillips 66 Company)

ENROLLMENT CONFIRMATION

Enrollment Confirmed by: _____

Date Confirmed by P66: _____



To: Phillips 66-Branded FBO

Subject: **Invitation to Enroll in the
Phillips 66-Branded Airport Dealers Excess Liability Insurance Program**

You are invited to enroll (free of charge) in the Phillips 66-Branded Airport Dealers Excess Liability Insurance Program ("Program"). Enclosed is the Letter of Understanding ("LOU") explaining the Program.

Once properly enrolled, you will be automatically re-enrolled in the Program effective April 1 of each year, from year to year, provided you are a Phillips 66-branded FBO and continue to meet the Program requirements.

To enroll in the Program, please complete the LOU, sign it, date it, and return it by mail, email, or fax to the contract analyst shown at the bottom of this page.

Providing that all of the Program requirements are met, your coverage in the Program will take effect when your fully executed LOU is received by Phillips 66 Company. When we have confirmed your acceptance into the Program, we will return a copy of your completed and verified LOU form to you for your files as confirmation that you are enrolled in the Program.

Please feel free to share photocopies of this letter and the LOU with your insurance carrier in order to ensure that your primary coverage meets the requirements for the Program. **The LOU contains a detailed description of the Program requirements that must be met to be enrolled in the Program.** Below is a summary of the main Program requirements:

- ☐ Must be either (i) a Phillips 66 Branded FBO with a current, active, fully executed Phillips 66 branded aviation supply agreement on file with Phillips 66 Company, or (ii) a Phillips 66-Branded FBO serviced through a Phillips 66 Company marketer.
- ☐ Must maintain in effect primary liability insurance (which includes Products Liability and Completed Operations Liability) of minimum limits of \$1,000,000 any one occurrence.
- ☐ As respects Products Liability and Completed Operations coverage, a minimum of \$1,000,000 in the aggregate should be maintained.
- ☐ "Per person" or "per passenger" sub limits cannot be less than \$1,000,000.
- ☐ Must complete, date, sign and return the LOU form to Phillips 66 Company.

In the event that Phillips 66 Company requests a Certificate of Insurance, the certificate should be a valid original. If a Certificate is requested, the Certificate Holder must be shown as: Phillips 66 Company; Aviation Insurance; 970-02 Adams Bldg.; 411 S. Keeler Ave.; Bartlesville, OK 74004. **(Please do not send a Certificate unless and until requested by Phillips 66 Company.)**

Once approved, you are enrolled in the Program as long as you meet all of the Program requirements. Your enrollment and coverage in the Program will be changed without notice should your coverage expire or should you be in noncompliance with any Program requirement at any time. Furthermore, the Program may be changed or modified at any time by Phillips 66 Company or it may be terminated by Phillips 66 Company at the end of any Program anniversary date for any reason at its sole and absolute discretion. Written notice will be given of any such change, modification or termination.

Colleen McCarty, Contract Analyst
970-02 Adams Bldg.
411 S. Keeler Ave
Bartlesville, OK 74004
colleen.mccarty@p66.com
Fax #: 918-661-4975



BRANDING AGREEMENT

PHILLIPS 66 BRAND

During the term of this Branding Agreement, Customer is authorized to and shall offer Company Products for sale under the Company Marks subject to the following terms and conditions:

1. Customer is hereby authorized to sell aviation fuels and other petroleum products supplied by Company pursuant to the Fuel Supply Agreement ("FSA") at the locations listed in the FSA (each a "Location"), under certain brands and signs, and under certain trade names, trademarks, trade dresses, brand names, labels, insignias, symbols and imprints owned by Company or used by Company in its business (collectively "Company Marks") as are specifically authorized by Company from time to time. Such aviation fuels and other petroleum products sold by Seller to Customer, and held for sale by Customer, under Company Marks pursuant to this schedule and the Fuel Supply Agreement are hereafter referred to as the "Company Products." Each of the following petroleum products shall be continuously stocked and offered for sale at Customer's Location in such quantities as are necessary to meet the demand therefore: Company's Aviation Gasoline 100LL and Company's Jet A Turbine Fuel.
2. Any and all signs, decals, posters, placards, plates, devices, graphic materials or other form of advertising matter consisting in whole or in part of the name of Company or any Company Marks (collectively, "Branded Materials") will be obtained by Customer, at Seller's expense, only from Company. Any and all rights in Company Marks and Branded Materials are, and shall remain, the property of Company. Any use of Company Marks or Branded Materials other than as specifically set forth herein shall be strictly prohibited. No signs, emblems, graphic materials or other form of advertising for competing products or brands may be displayed at any Location where Company Products are offered without the express written consent of Seller.
3. Customer agrees that it will not use or display any Branded Materials (a) in a manner which causes or is calculated to cause confusion as to the type, characteristics, quality or manufacture of any fuel or other product which Customer offers for sale; or (b) for the purpose of selling or promoting the sale of aviation fuel other than fuels supplied by Seller; or (c) for the purpose of selling or offering for sale any product which has been diluted or adulterated whether intentionally or not. Customer will at all times maintain its facilities and conduct its operations in compliance with those standards and procedures established from time to time by Company and applicable to aviation fixed based operators displaying any of the Company Marks or Branded Materials. Such standards and procedures may include (without limitation) image quality standards for the brand displayed, quality control and refueling procedures for products bearing such brand, and standards for services offered and facilities utilized by Customer in conjunction with such products. Seller may, as it deems appropriate, conduct periodic tests or inspections to confirm Customer's compliance with its obligations hereunder.
4. Seller desires to maintain the quality of Company Products sold hereunder. Accordingly, Customer will not in any manner mix, commingle, adulterate, blend, dilute or otherwise change the composition of any of Company Products purchased from Seller hereunder and resold by Customer under Company Marks unless mutually agreed by both parties pursuant to a site specific co-mingling agreement. If Customer offers for sale products purchased on an unbranded basis, Customer shall refrain from all use of Company Marks on or in connection with the sale of such products. Customer further agrees to protect the identity of Company's products and Company Marks by all reasonable means that would prevent customer confusion or misinformation, including, but not limited to, compliance with any guidelines issued by Seller and/or Company to prevent such confusion.
5. Customer shall accept and honor for payment all Company Accepted Credit Cards and Debit Cards as outlined in the then current Company Credit Card Guide and subject to the terms thereof. "Company Accepted Credit Cards" are defined in the Company Credit Card Guide, which is incorporated herein by this reference, and which may be revised from time to time or discontinued at Company's sole discretion, and which may be supplemented with Company's marketing website communications, and other forms of notification to Customer (all referred to collectively as the "Credit Card Guide"). Customer shall accept other payment methods designated by Company from time to time in the Company Credit Card Guide. Customer shall use Company's approved Electronic Point of Sale ("EPOS") devices for transaction processing.

6. Customer may be eligible to enroll in the Phillips 66-Branded Airport Dealers Excess Liability Insurance Program (the "Excess Liability Program"). In order to apply for enrollment, Customer must complete the following documents relating to the P66 Excess Liability Program and submit them to Company: (1) Invitation to Enroll; and (2) Letter of Understanding. Customer shall be required to meet such eligibility requirements as established by Company from time to time. Upon request, Seller will provide Customer with the necessary documentation to apply for enrollment; provided, however, that Customer's eligibility and enrollment in the Program shall be in the sole discretion of Company.
7. Upon termination of this Schedule, or in any event upon demand by Company, Customer shall immediately discontinue the posting, mounting, display or other use of Company Marks or Branded Materials. In addition, Customer, at its own expense, shall uninstall and return to Company all salvageable signage and shall promptly return to Seller (or destroy) any and all Branding Material or other items that display Company Marks and shall obliterate the appearance of Company Marks from any of Customer's real or personal property.
8. Company reserves the right at any time to change its product line and specifications, trade dress, trade names, and trademarks or to change or withdraw any services offered in connection with any products such as, but not limited to, credit card acceptance. In the event of such change, Company shall be relieved of all obligation to sell such discontinued products or to offer such discontinued products, trade dress, trade name, trademark or services to Seller and Customer; and, if Company shall market any other brand or product in lieu of the discontinued items, this Agreement shall embrace such new brands or products. Neither Company nor Seller shall be liable to Customer by reason of any such changes.
9. This Schedule shall have the same term as the Fuel Supply Agreement and shall terminate only when the Fuel Supply Agreement terminates, unless earlier terminated by Seller upon notice to Customer: (a) if Customer fails to comply with the requirements of this Branding Schedule; or (b) if a new Branding Schedule is substituted for this Agreement pursuant to the terms of the Fuel Supply Agreement. The parties agree to execute and deliver a replacement branding agreement in substantially the same form (unless a new supplier requires a different form) if Seller determines to substitute aviation fuel of a different brand so long as such aviation fuel meets the requirements and standards set forth in Section 4 of the Fuel Supply Agreement.
10. Customer may not assign or transfer any right to use Company Marks or Branded Materials without Company's prior approval.
11. The term "Company" as used in this Agreement refers to **Phillips 66 Company** as owner of the brands, marks, and other intellectual property which is the subject matter of this Agreement. The term "Seller" as used in this Agreement refers to World Fuel Services, Inc. or one of its Affiliates (as defined in the Fuel Supply Agreement) in its capacity as "Seller" under the Fuel Supply Agreement.
12. This Branding Agreement is hereby incorporated by reference in and made part of the FSA for all purposes.

IN WITNESS WHEREOF, the parties have executed this Branding Agreement which is made effective as of [Insert Date Here].

WORLD FUEL SERVICES, INC.

PERRY FOLEY AIRPORT

By: _____

By: _____

Name: _____

Name: _____

Date: _____

Date: _____

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to review and approve three documents which are required by the Florida Commission for the Transportation Disadvantaged for all Planning Agencies and Grantees.

MEETING DATE REQUESTED:

January 22, 2013

Statement of Issue: Board to approve the following documents which are required by the Florida Commission of the Transportation Disadvantaged Planning Agencies and Grantees: Vendor Certification Regarding Scrutinized Companies List, E-Verify Acknowledgement, and Vendor Certification Regarding Lobbying For Contracts, Grants, Loans And Cooperative Agreements. Taylor County received a Planning Grant for the local Transportation Disadvantaged Program for FY 2012-2013 in the amount of \$17,492.00.

Recommended Action: Approve required Planning Grant forms.

Budgeted Expense: The County received a Planning Grant in the amount of \$17,492.00 for FY 2012-2013. This grant is to be used for the planning and over site of the local Transportation Disadvantaged Program. No match is required. This grants funds a portion of the Grants staff salaries, benefits, and office supplies.

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The County has been the Planning Agency for the local Transportation Disadvantaged Program for more than 15 years. This grant is used to fund a portion of Grants staff salaries, benefits and supplies. This grant is to be used for planning and administrative services only. The grant cannot be used to fund actual transportation costs.

**Attachments: Vendor Certification Regarding Scrutinized Companies List, E-Verify
Acknowledgement, and Vendor Certification Regarding
Lobbying For Contracts, Grants, Loans And Cooperative
Agreements**

Melody Cox

From: Somerset, Karen L. <Karen.Somerset@dot.state.fl.us>
Sent: Friday, January 11, 2013 4:19 PM
To: Somerset, Karen L.
Subject: Required Contractual Documents
Attachments: E-Verify Acknowledgement.doc; Vendor Certification Regarding Lobbying.doc; Vendor Certification Regarding Scrutinized Companies Lists.doc

TO: CTCs, STPs and Planning Agencies

Happy New Year! We need your help with updating three documents for the contract files. Attached are the following:

- Vendor Certification Regarding Lobbying for Contracts, Grants, Loans and Cooperative Agreements
- Vendor Certification Regarding Scrutinized Companies Lists
- E-Verify Acknowledgement

Please complete these forms, have them signed and returned to your project manager by January 31, 2013. You may return them by mail, email or fax (850-410-5751). Contact your project manager if you have any questions or need additional information. Thank you.

Karen Somerset

Assistant Director Program Administration
Commission for the Transportation Disadvantaged
(850) 410-5701



Don't forget to donate a \$1 to the Transportation Disadvantaged Trust Fund next time you renew your vehicle tag!

FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGED
E-VERIFY ACKNOWLEDGEMENT

Vendor Name: Taylor County Board of Commissioners

Vendor FEIN: 59-6000879

Address: 201 E Green Street, Perry, FL 32347

Phone Number: 850-838-3500 ext. 107

Email Address: jack.brown@taylorcountygov.com

Vendor acknowledges and agrees to the following:

Vendor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

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

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

Signature: _____

Print Name and Title: _____ Chairperson

Date: January 22, 2013

Jan. 2013

FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGED
**VENDOR CERTIFICATION REGARDING
LOBBYING FOR CONTRACTS, GRANTS, LOANS
AND COOPERATIVE AGREEMENTS**

Vendor Name: Taylor County Board of Commissioners

Vendor FEIN: 59-6000879

Address: 201 E Green Street, Perry, FL 32347

Phone Number: 850-838-3500 ext 107

Email Address: jack.brown@taylorcountygov.com

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal or state appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress or state legislature in connection with the awarding of any Federal or state contract, the making of any Federal or state grant, the making of any Federal or state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal or state contract, grant, loan or cooperative agreement.

(2) If any funds other than Federal or state appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress or state legislature, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal or state contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification 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.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$11,000 and not more than \$110,000 for each such failure.

Signature: _____

Print Name and Title: _____ Chairperson

Date: January 22, 2013

Jan. 2013

FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGED
**VENDOR CERTIFICATION REGARDING
SCRUTINIZED COMPANIES LISTS**

Vendor Name: Taylor County Board of Commissioners

Vendor FEIN: 59-6000879

Address: 201 E Green Street, Perry, FL 32347

Phone Number: 850-838-3500 ext. 107

Email Address: jack.brown@taylorcountygov.com

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies for goods or services for \$1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to Section 215.473, Florida Statutes.

As the person authorized to sign on behalf of Vendor, I hereby certify that the company identified above in the section entitled "Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. I understand that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs.

Signature: _____

Print Name and Title: _____ Chairperson

Date: January 22, 2013

Jan. 2013

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



**THE EM DIRECTOR TO PRESENT THE BID COMMITTEE'S
RECOMMENDATION FOR PRIMARY AND ALTERNATE FOR
DISASTER DEBRIS MANAGEMENT SERVICES, AS
AGENDAED BY THE EM DIRECTOR**

MEETING DATE REQUESTED:

JANUARY 22, 2013

Statement of Issue:

**THE BOARD TO CONSIDER AWARDING A BID TO A
PRIMARY AND ALTERNATE CONTRACTOR**

Recommended Action:

**AWARD A PRIMARY CONTRACT TO CERES
ENVIRONMENTAL AND AN ALTERNATE CONTRACT TO
CROWDER GULF**

Fiscal Impact:

VARIES DEPENDING ON DISASTER

Budgeted Expense:

N/A

Submitted By:

DUSTIN HINKEL, EM DIRECTOR

Contact:

838-3500x7

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: THE BID COMMITTEE CONSISTED OF DUSTIN HINKEL, STEVE SPRADLEY, AND GARY WAMBOLT. COMMITTEE MEMBERS REVIEWED AND SCORED THE RFPs INDEPENDENTLY AND THEN MET ON JANUARY 15 TO COMPILE THE SCORES. THE COMMITTEE RECOMMENDS THAT THE BOARD HAVE PRE-DISASTER CONTRACTS WITH CERES ENVIRONMENTAL AND CROWDER GULF. CERES ENVIRONMENTAL WILL BE THE COUNTY'S PRIMARY DEBRIS MANAGEMENT CONTRACTOR AND THE CROWDER GULF CONTRACT WOULD ONLY BE ACTIVATED UPON AN EMERGENCY WHERE THE PRIMARY CONTRACTOR COULD NOT SATISFY THE COUNTY'S NEEDS. THIS IS A RECOMMENDED BEST MANAGEMENT PRACTICE. THE BOARD WILL NOT PAY ON EITHER CONTRACT UNTIL A NOTICE TO PROCEED IS ISSUED BY THE BOARD TO THE CONTRACTOR.

Options:

AWARD THE BID AS RECOMMENDED/SUGGEST EDITS

Attachments:

BID COMMITTEE SCORING MATRIX

**2013 Scoring Matrix
Disaster Debris Management Services**

CONTRACTOR	QUALIFICATONS	TECHNICAL	MANAGEMENT	FINANCIAL	REFERENCES	COST PROPOSAL	TOTAL SCORE
OMNI PINNACLE	12.5	18	8	19	10	17.5	85
CROWDER GULF	13.5	19	8.5	20	10	20	91
CERES	14.5	18.5	8.5	19.5	10	25	96
DRC	12.5	17	8.5	20	10	15	83
Dustin Hinkel							

CONTRACTOR	QUALIFICATONS	TECHNICAL	MANAGEMENT	FINANCIAL	REFERENCES	COST PROPOSAL	TOTAL SCORE
OMNI PINNACLE	14.5	19.5	10	20	10	17.5	91.5
CROWDER GULF	14.5	19	10	19	10	20	92.5
CERES	13	18.5	10	20	10	25	96.5
DRC	14	19.5	10	20	10	15	88.5
Gary Wambolt							

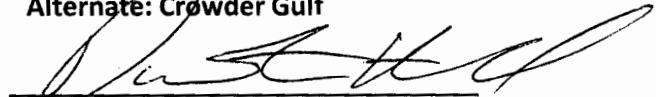
CONTRACTOR	QUALIFICATONS	TECHNICAL	MANAGEMENT	FINANCIAL	REFERENCES	COST PROPOSAL	TOTAL SCORE
OMNI PINNACLE	12	18	10	19	10	17.5	86.5
CROWDER GULF	14	19.5	10	20	10	20	93.5
CERES	15	20	10	20	8	25	98
DRC	14	19	9	20	10	15	87
Steve Spradley							

	HINKEL	WAMBOLT	SPRADLEY	/3
OMNI PINNACLE	85	91.5	86.5	87.66666667
CROWDER GULF	91	92.5	93.5	92.33333333
CERES	96	96.5	98	96.83333333
DRC	83	88.5	87	86.16666667

**The Taylor County Review Committee
recommends the following Proposer for
Disaster Debris Management Services.**

Primary: Ceres

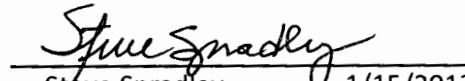
Alternate: Crowder Gulf


Dustin Hinkel

1/15/2013


Gary Wambolt

1/15/2013


Steve Spradley

1/15/2013

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

The Board to discuss issues regarding Contractor's Road and take action as determined by the Board.

**MEETING DATE REQUESTED:**

Jan 22, 2013

Statement of Issue:

Buckeye Technologies Incorporated in 2011 approached the county regarding resurfacing Contractor's Road and adding a third paved lane for safety.

Recommended Action:

- 1) Since it has been clearly established that Contractor's Road used by the logging trucks has been a County Road since at least 1971 and is recognized as such by FDOT the County should make a motion to add it to the official county road list.
- 2) The Board should determine what it wants to do in regard to Buckeye's request to resurface the road and add a third lane.

Fiscal Impact:

\$200,000

Budgeted Item:

NO

Submitted By:

Jack R. Brown, County Administrator

Contact:

(850) 838-3500, Ext. 7

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The road ownership issues have been researched through the minutes of the Board, deeds with the Property Appraiser and the Florida Department of Transportation. By all indications, it should have been on the adopted county road list approved on July 22, 1999.

Buckeye feels that the third lane is a critical safety issue for them. In my discussions with company representatives, some have stated that the improvements or lack of improvements at this point will result in no increase or loss of jobs but is very important.

Based upon staff recommendation during the due diligence for the project Buckeye paid the County Surveyor for a survey of the proposed project. I believe that they would be agreeable to the County resurfacing the two lane section of the road (estimated cost

\$175,000 to \$200,000) while they pay for the third lane since it would be added purely for safety and flow through for the company's operations.

They have discussed that time is critical as it is with any safety concern.

Options: 1) Have Buckeye Fund the third lane and fund the resurfacing of the two lanes of Contractor's road out of the General Funds Capital Projects Reserve Budget (We currently have \$1.600,000 in the Capital Projects Reserve Fund uncommitted).

2) Have Buckeye fund the third lane and add the two-lane portion of the project to either SCRAP or SCOPE later this year when FDOT asks for projects. This would put the project five years out at least.

3) Have Buckeye fund the third lane, add the two-lane portion to SCRAP or SCOPE and try to bump other previously established projects.

4) Other options as determined by the Board.

Attachments:

References to Contractors Road

State of Florida Right of Way Map dated June 11, 1971 seems to indicate Contractors Road was publicly owned at that time. Map is in Plat Book 1, page 8, Clerk of the Court office, basement of Taylor County Courthouse. Surveyor Buster Ratliff referred us to this map.

Official Record 294, page 15 (file number 68443), Clerk of the Court, October 9, 1991 and attached survey map by Larry Slaughter. Notes on map identify Contractor's Road as "county paved."

Perry News-Herald article April 8, 1971, page 12. Refers to county commission discussing SR 30 during April 6 meeting. No other details. Commission minutes may provide more information.

Perry News-Herald article September 23, 1971, front page. Refers to county entering right-of-way contract with Florida Department of Transportation during September 21 county commission meeting. No other details. Commission minutes may provide more information.

Dan Simmons

OFFICIAL
RECORD

294 PAGE 15

FILED FOR RECORD
CLERK CIRCUIT COURT
TAYLOR COUNTY, FLORIDA

OCT 9 1991

RECORDED IN OFFICIAL
RECORD 294 PAGE 15-18
WILLIAM M. LAVALLE, CLERKTAYLOR COUNTY
DEED NUMBER 68443

DATE: 10-14-91

PARENT ADD TO:
PARCEL # 45-8-8125-000NEW
PARCEL #

DEED

TAYLOR COUNTY, FLORIDA

Documentary Stamp \$ 6.04

Intangible Tax \$ -0-

Date Paid 10-9-91

WILLIAM M. LAVALLE, CLERK

BY *for* DCSALE \$ 0, THIS INDENTURE, made as of the 27th day of September,

1991, between the Grantor, TAYLOR COUNTY, FLORIDA, a political subdivision of the State of Florida, and the Grantee, THE PROCTER & GAMBLE CELLULOSE COMPANY, a corporation organized and existing under the laws of the State of Delaware, whose mailing address is Route 3, Box 260, Perry, Florida 32347, and whose Taxpayer Number is 31-0550504,

W I T N E S S E T H:

That the said Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00), to it in hand paid by the said Grantee, receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee, its successors and assigns forever, the following described land, situate, lying and being in the County of Taylor, State of Florida, and being more particularly described as:

Commence at the Northeast corner of the Northwest Quarter of the Southeast Quarter of Section 4, Township 5 South, Range 8 East and run South 89 degrees 24 minutes 44 seconds West, along the forty line, 233.96 feet to the centerline of a County Paved Road (to Procter and Gamble Cellulose Company Scales); thence run South 03 degrees 09 minutes 56 seconds West, along said centerline, 649.17 feet to the Point of Curvature (DOT Sta 45+63.12) of a 1909.86 foot radius curve concave to the Northeast; thence run Southeasterly, along the arc of said curve through a central angle of 39 degrees 30 minutes 19 seconds, an arc distance of 1316.84 feet to the Point of Tangency (DOT Sta 32+46.28) of said curve; thence run South 36 degrees 20 minutes 23 seconds East, along said centerline (Bearing Base), 81.07 feet to the Point of Beginning; thence from said Point of Beginning run South 53 degrees 39 minutes 37 seconds West, 50.00 —

County Road Number 30 in a curve concave to the Northwest; thence run Northeasterly, along the arc of said curve through a chord bearing and distance of North 50 degrees 24 minutes 19 seconds East, 203.94 feet, to the Point of Curvature of a 50 foot radius curve concave to the North and the Easterly right of way line of said County Paved Road; thence run Westerly, along the arc of said curve through a central angle of 94 degrees 46 minutes 03 seconds, an arc distance of 82.70 feet to the Point of Tangency of said curve; thence run North 36 degrees 20 minutes 23 seconds West, along said Easterly right of way line, 60.59 feet; thence run South 53 degrees 39 minutes 37 seconds West 50.00 feet to the Point of Beginning. Said parcel contains 00.30 acre and is located in the Southeast Quarter of Section 4, Township 5 South, Range 8 East, Taylor County, Florida;

Property Appraiser's Identification No.
04-05-08-08125-000.

SUBJECT TO easements, reservations, zoning ordinances, covenants, restrictions of record, all outstanding mineral rights and interests, if any, and ad valorem taxes for the current year.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name by its duly authorized officer as of the day and year first above written.

WITNESSES:

TAYLOR COUNTY, FLORIDA
By Its Board of County Commissioners

Sarah E. Meade
(Signature of Witness) Sarah E. Meade

By: Lillie Mae Meene
As its Chairman

Debra G. Baumgardner
(Typed or Printed Name of Witness)

(Signature of Witness)

Debra G. Baumgardner
(Typed or Printed Name of Witness)



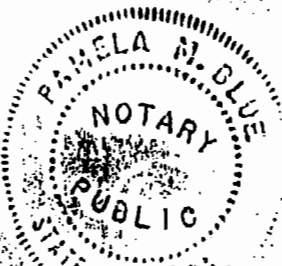
STATE OF FLORIDA

OFFICIAL
RECORD 294 PAGE 17

COUNTY OF TAYLOR

I CERTIFY that on this 27th day of September, 1991,
before me personally appeared Lillie Mae Greene as
Chairman of the Board of County of Commissioners and William
LaValle as Clerk, of TAYLOR COUNTY, FLORIDA, a
political subdivision of the State of Florida, on behalf of TAYLOR
COUNTY, FLORIDA, to me known to be the individuals and officers
described in and who executed the foregoing instrument, and
acknowledged the execution thereof to be their free act and deed as
such officers thereunto duly authorized, and that the said
instrument is the act and deed of TAYLOR COUNTY, FLORIDA.

WITNESS my hand and seal in the County and State and on the
date aforesaid.

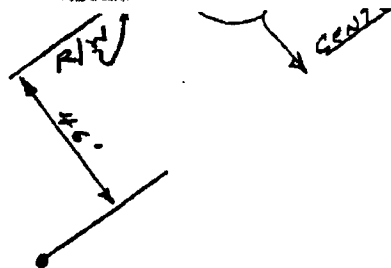


My Commission Expires:
10-19-91

Pamela M. Blue
(Signature of Notary)
Pamela M. Blue
(Typed or Printed Name of Notary)

Notary Public

(Notarial Seal)



one inch = 50 feet

LEGEND

POC-POINT OF COMMENCEMENT
 POB-POINT OF BEGINNING
 DOT-DEPT. OF TRANSPORTATION
 R-RADIUS
 Δ -CENTRAL ANGLE
 -1- -NOT TO SCALE
 R/W-RIGHT OF WAY
 C.R. NO.-COUNTY ROAD NUMBER
 P.C.-POINT OF CURVATURE
 P.T.-POINT OF TANGENCY
 C.M.-CONCRETE MONUMENT
 RB-REBAR
 W/CAP-WITH CAP
 T-TOWNSHIP R-RANGE
 SEC.-SECTION
 STA-STATION

BOUNDARY SURVEY FOR PROCTER AND GAMBLE CELLULOSE CO.
 SECTION 4, TOWNSHIP 5 SOUTH, RANGE 8 EAST
 TAYLOR COUNTY, FLORIDA
 JUNE 3, 1991

DESCRIPTION:

Commence at the Northeast corner of the Northwest quarter of the Southeast quarter of Section 4, Township 5 South, Range 8 East and run S 89° 24' 44" W, along the forty line, 233.96 feet to the centerline of a County Paved Road (To Procter and Gamble Cellulose Co. Scales); thence run S 03° 09' 56" W, along said centerline, 649.17 feet to the Point of Curvature (DOT Sta 45+63.12) of a 1909.86 foot radius curve concave to the Northeast; thence run Southeasterly, along the arc of said curve thru a central angle of 39° 30' 19", an arc distance of 1316.84 feet to the Point of Tangency (DOT Sta 32+46.28) of said curve; thence run S 36° 20' 23" E, along said centerline (Bearing Base), 81.07 feet to the Point of Beginning; thence from said POB run S 53° 39' 37" W, 50.00 feet to the Westerly Right of Way line of said County Paved Road; thence run S 36° 20' 23" E, along said Westerly Right of Way line, 72.00 feet to the Point of Curvature of a 50.00 foot radius curve concave to the West; thence run Southwesterly, along the arc of said curve thru a central angle of 89° 22' 37", an arc distance of 78.00 feet to the Point of Tangency of said curve and the Northerly Right of way line of Old County Road Number 30 in a curve concave to the Northwest; thence run Northeasterly, along the arc of said curve thru a chord bearing and distance of N 50° 24' 19" E, 203.94 feet, to the Point of Curvature of a 50 foot radius curve concave to the North and the Easterly Right of Way line of said County Paved Road; thence run Westerly, along the arc of said curve thru a central angle of 94° 46' 03", an arc distance of 82.70 feet to the Point of Tangency of said curve; thence run N 36° 20' 23" W, along said Easterly Right of Way line, 60.59 feet; thence run S 53° 39' 37" W, 50.00 feet to the Point of Beginning. Said parcel contains 00.30 acre and is located in the Southeast quarter of Section 4, Township 5 South, Range 8 East, Taylor County, Florida.

I hereby certify that in my opinion this is a true representation of the above described property and complies with Chapter 472.027 F.S.

Larry H. Slaughter
 LARRY H. SLAUGHTER
 REGISTERED LAND SURVEYOR
 F.R.C. #4673

RT 5, BOX 243
 PERRY, FLORIDA 32347



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TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

The County Administrator to provide a status update regarding tournaments at the Sports Complex as agendaed by County Administrator, Jack R. Brown

MEETING DATE REQUESTED:

Jan 22, 2013

Statement of Issue: According to USSSA Baseball Florida, it has exercised its franchise rights preventing Diamond Peach State USSSA from conducting the previously briefed five tournaments in Taylor County.

Recommended Action: Receive the update.

Fiscal Impact: None

Budgeted Item: N/A

Submitted By: Jack R. Brown, County Administrator

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

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The County Administrator and staff are seeking alternatives.

Options:

Attachments: