

SUGGESTED AGENDA

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS
PERRY, FLORIDA

MONDAY, JUNE 2, 2014
6:00 P.M.

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

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

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

1. Prayer
2. Pledge of Allegiance
3. Approval of Agenda

BIDS/PUBLIC HEARINGS:

4. THE BOARD TO RECEIVE BIDS FOR RIVER ENTRANCE LIGHTS, SET FOR THIS DATE AT 6:00 P.M., OR AS SOON THEREAFTER AS POSSIBLE.
5. THE BOARD TO HOLD THE FIRST OF TWO (2) PUBLIC HEARINGS, SET FOR THIS DATE AT 6:05 P.M., OR AS SOON THEREAFTER AS POSSIBLE, TO RECEIVE PUBLIC INPUT AND NOTIFY THE PUBLIC OF THE POSSIBLE FUNDING REQUEST SUBMISSION FOR THE 2014 CITIZENS CORP/CERT PROGRAM SUBGRANT FROM THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT (FDEM) UNDER THE U.S. DEPARTMENT OF HOMELAND SECURITY (DHS): FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) PROGRAM.

6. THE BOARD TO HOLD A PUBLIC HEARING, SET FOR THIS DATE AT 6:10 P.M., OR AS SOON THEREAFTER AS POSSIBLE, TO HEAR APPEALS TO A RECOMMENDATION MADE BY THE TAYLOR COUNTY PLANNING BOARD, CONCERNING ADOPTION OF A FUTURE LAND USE MAP (FLUM) AMENDMENT.
7. THE BOARD TO CONTINUE THE PUBLIC HEARING FROM MAY 5, 2014, FOR THIS DATE AT 6:15 P.M., OR AS SOON THEREAFTER AS POSSIBLE, TO CONSIDER AMENDMENT CPA 14-01, AN APPLICATION BY FOLEY TIMBER & LAND COMPANY TO AMEND THE FUTURE LAND USE MAP (FLUM) OF TAYLOR COUNTY'S COMPREHENSIVE PLAN, CONDUCT A FIRST READING OF THE ORDINANCE ADOPTING THE AMENDMENT, AND CONSIDER TRANSMITTAL OF THE AMENDMENT TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY.

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

CONSENT ITEMS:

8. EXAMINATION AND APPROVAL OF INVOICES.
9. THE BOARD TO CONSIDER RATIFICATION OF THE COUNTY ADMINISTRATOR'S SIGNATURE APPROVING GRAPHIC BUSINESS SYSTEMS YEARLY MAINTENANCE CONTRACT, AS AGENDAED BY CLAY OLSON, COUNTY EXTENSION DIRECTOR.
10. THE BOARD TO REVIEW AND CONSIDER APPROVAL OF A SOLICITATION FOR A REQUEST FOR QUALIFICATIONS TO PROVIDE GENERAL ENGINEERING SERVICES, AS AGENDAED BY KENNETH DUDLEY, COUNTY ENGINEER.
11. THE BOARD TO REVIEW AND CONSIDER APPROVAL OF A NOTICE OF FUNDING AVAILABILITY (NOFA) TO ADVERTISE AND RECEIVE APPLICATIONS FROM TAYLOR COUNTY RESIDENTS FOR THE STATE HOUSING INITIATIVE PARTNERSHIP (SHIP) PROGRAM FISCAL YEAR 2014-2015 FUNDING THE COUNTY WILL BE RECEIVING IN JULY 2014, AS AGENDAED BY MELODY COX, GRANTS COORDINATOR.
12. THE BOARD TO REVIEW AND CONSIDER APPROVAL OF THE T-HANGAR LEASE AGREEMENT AT PERRY-FOLEY AIRPORT FOR MR. DANA RICE, AS AGENDAED BY THE GRANTS COORDINATOR.

13. THE BOARD TO REVIEW AND CONSIDER APPROVAL OF A LETTER REQUESTING THE GRANTEE'S AUTHORIZED REPRESENTATIVE TO BE CHANGED FROM JACK BROWN TO DUSTIN HINKEL FOR THE FDEP SMALL COUNTY CONSOLIDATED GRANT #429SC, AS AGENDAED BY THE GRANTS COORDINATOR.
14. THE BOARD TO REVIEW AND CONSIDER APPROVAL OF CHANGES TO THE BOARD'S DECEASED INDIGENTS POLICY.
15. THE BOARD TO REVIEW AND CONSIDER APPROVAL OF THE JOB DESCRIPTION FOR THE LIBRARY'S CHILDREN PROGRAM COORDINATOR, AS AGENDAED BY LINDA HAWKINS, LIBRARY MANAGER.
16. THE BOARD TO REVIEW AND CONSIDER APPROVAL OF AN EQUAL EMPLOYMENT OPPORTUNITY PLAN UTILIZATION REPORT, AS AGENDAED BY MICHELLE SUMRALL.

PUBLIC REQUESTS:

17. THE BOARD TO REVIEW AND CONSIDER APPROVAL OF MANAGEMENT CERTIFICATE AND MEMORANDUM OF UNDERSTANDING ADDING THE STEINHATCHEE RIVER TO THE BIG BEND SALTWATER PADDLING TRAIL, AS AGENDAED BY MEG INFIORATI.

HOSPITAL ITEMS:

18. THE BOARD TO CONSIDER APPROVAL OF A REQUEST TO RE-APPOINT JOHN HORNBUCKLE, KEN ARNOLD, AND GARY BRETT TO THE BOARD OF DIRECTORS FOR DOCTORS' MEMORIAL HOSPITAL, AS AGENDAED BY GERRI FORBES, CEO.

CONSTITUTIONAL OFFICERS/OTHER GOVERNMENTAL UNITS:

19. THE BOARD TO REVIEW AND CONSIDER APPROVAL OF A CONTRACT TO PURCHASE PROPERTY LOCATED AT 433 US 19 NORTH TO RELOCATE THE SUPERVISOR OF ELECTIONS OFFICE.
20. THE BOARD TO CONTINUE ITS' DISCUSSION REGARDING APPOINTING A RESIDENT TO FILL THE COMMISSIONER POSITION VACATED BY LEE BENNETT ON THE TAYLOR COASTAL WATER AND SEWER DISTRICT BOARD OF COMMISSIONERS.

COUNTY STAFF ITEMS:

21. THE BOARD TO REVIEW AND CONSIDER APPROVAL OF THE STATE HOUSING INITIATIVE PARTNERSHIP (SHIP) PROGRAM FISCAL YEAR 2014-2015 FUNDING CERTIFICATION, AS AGENDAED BY THE GRANTS COORDINATOR.
22. THE BOARD TO REVIEW AND CONSIDER APPROVAL OF THE FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGED PLANNING GRANT AGREEMENT, AUTHORIZING RESOLUTION, AND INFORMATION FORM FOR THE UPCOMING FY 2014/2015 GRANT CYCLE, AS AGENDAED BY THE GRANTS COORDINATOR.

GENERAL BUSINESS:

23. THE BOARD TO RECEIVE AND REVIEW AN ANNUAL REPORT FROM THE TAYLOR MEDICAL AND DENTAL CENTER AND LEASE, AS AGENDAED BY JEFF LAWSON.
24. THE BOARD TO DISCUSS AND CONSIDER ACTIONS TO ESTABLISH FUNDING FOR PROPOSED DRAINAGE SYSTEM PROJECTS.

COUNTY ATTORNEY ITEMS:

25. THE BOARD TO CONSIDER INSTRUCTING THE COUNTY ATTORNEY TO PURSUE LEGAL ACTION AGAINST PHILLIP CARTER FOR NONCOMPLIANCE WITH A CODE ENFORCEMENT ORDER ISSUED BY THE HEARING OFFICER FOR TAYLOR COUNTY ON MARCH 19, 2013, AS AGENDAED BY DANNY GRINER, COUNTY BUILDING AND PLANNING DIRECTOR.

COUNTY ADMINISTRATOR ITEMS:

26. THE BOARD TO CONSIDER APPROVAL OF A TRANSFER FROM RESERVES, IN THE AMOUNT OF \$2,500, TO FUND SECURITY FOR HODGES PARK.
27. THE BOARD TO CONSIDER AUTHORIZING THE COUNTY ADMINISTRATOR TO ENGAGE NABORS, GIBLIN, AND NICKERSON FOR LEGAL COUNSEL IN A LAND USE MATTER AND DISCUSS ESTABLISHING A BUDGET.

28. THE BOARD TO CONSIDER APPROVAL OF THE COUNTY ADMINISTRATOR'S RECOMMENDATION TO FILL THE EMERGENCY MANAGEMENT DIRECTOR POSITION.
29. THE COUNTY ADMINISTRATOR TO DISCUSS INFORMATIONAL ITEMS.

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

BOARD INFORMATIONAL ITEMS:

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.

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

Board to hold a public hearing set for 6:05 P.M., or as soon thereafter as possible, to consider a grant application for the Citizens Emergency Response Team (CERT) funding.

Meeting Date:

June 2, 2014

Statement of Issue: Emergency Management seeks approval to expand and fund the CERT

Program by applying for a FEMA/DHS grant through the 2014 Citizens Corp/CERT Program.

The grant is a sub-grant from the Florida Division of Emergency Management.

Recommendation: APPROVAL

Fiscal Impact: \$ NONE

Budgeted Expense: Yes ☐ No ☐ N/A ☒

Submitted By: Steve Spradley, Emergency Management Coordinator

Contact: Steve Spradley

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The County will be required to provide matching funds dollar for
dollar and this can be a cash or in-kind match. Emergency Management's intent is to apply our
Training and time as in-kind match and foresees no need for County funds. The amounts
are capped at a maximum of \$13,000 and the period will be for 12 consecutive months
Beginning September 1, 2014 and ending September 30, 2015. The deadline for application
Submittal is July 11, 2014 with Intent to Award posted August 1, 2014.

Options:

1. _____
2. _____
GRANT APPLICATION

Attachments:

1. _____
2. _____

STATE FISCAL YEAR 2014/2015



SUBGRANT APPLICATION GUIDE

FOR

US Department of Homeland Security

Citizen Corps/CERT Program Subgrant

INSTRUCTIONS FOR PREPARATION
AND
SUBMISSION OF APPLICATIONS

Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100



OVERVIEW

This application guide contains the forms and necessary information required for submission of the 2014 Citizen Corps/CERT Program Subgrant from the Florida Division of Emergency Management (FDEM) under the U.S. Department of Homeland Security (DHS): Federal Emergency Management Agency (FEMA) Program.

The Department of Homeland Security Appropriations Act, 2014, includes provisions for providing funding assistance to states and local governments to support Citizen Corps Council efforts to engage citizens in all-hazards prevention, protection, response, and recovery.

The grant will be administered by FDEM, which serves as the State Administrative Agency (SAA). FDEM has been designated to assist and support local Citizen Corps activities and training. The Citizen Corps program is part of the State Homeland Security Grant Program.

Grant Funding Issued By

U.S. Department of Homeland Security (DHS): Federal Emergency Management Agency (FEMA)

Catalog of Federal Domestic Assistance (CFDA) Number

97.042

CFDA Title

Emergency Management Performance Grants

Funding Opportunity Announcement Title

Fiscal Year (FY) 2014 Emergency Management Performance Grants (EMPG) Program

Authorizing Authority for Program

Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.)

Appropriation Authority for Program

Department of Homeland Security Appropriations Act, 2014 (Public Law 113-76)

Florida Division of Emergency Management-CERT/Citizen Corps Point of Contact

For information regarding the application, or Citizen Corps/CERT Program, please contact the Florida Division of Emergency Management Citizen Corps/CERT Coordinator, Jana Smith via email at Jana.Smith@em.myflorida.com, or by phone at 850-413-9966.



ACRONYMS

AAR	After Action Report
CBRNE	Chemical, Biological, Radiological, Nuclear and Explosive weapons
CCP	Citizen Corps Program
CEMP	Comprehensive Emergency Plan
CERT	Community Emergency Response Team
CFR	Code of Federal Regulations
DHS	Department of Homeland Security
DUNS	Data Universal Numbering System
EMC	Emergency Management Coordinator
EMPG	Emergency Management Performance Grant
EOC	Emergency Operations Center
FAC	Florida Administrative Code
FDEM	Florida Division of Emergency Management
FEMA	Federal Emergency Management Agency
FS	Florida Statutes
HAZMAT	Hazardous Materials
HSEEP	Homeland Security Exercise and Evaluation Program
ICS	Incident Command System
IP	Improvement Plan
IS	Independent Study
LCD	Liquid Crystal Display
LEPC	Local Emergency Planning Committee
MACC	Multi-agency Coordination Center
MMRS	Metropolitan Medical Response System
MRS	Medical Reserve Corps
NIMS	National Incident Management System
NRF	National Response Framework
OMB	Office of Management and Budget
QSR	Quarterly Status Report
SSA	State Administrative Agency
SERT	State Emergency Response Team
TTT	Train the Trainer
UASI	Urban Area Security Initiative
VIPS	Volunteers in Police Service



ELIGIBILITY

Those eligible to apply are limited to local units of government as defined by the Department of Homeland Security (DHS), counties and cities within the State of Florida, Fire Tax Districts, other tax districts, regional planning councils, state-supported community colleges, colleges & universities, and federally recognized tribes, or nations within the State of Florida. (Note: 501c3 (non-profit) groups are not directly eligible; however, local jurisdictions can "subcontract" with a 501c3 group to perform these functions.)

Subgrants shall only be awarded to councils or programs that meet the following on-line registration requirements:

Citizen Corps Councils

www.ready.gov

Community Emergency Response Teams

www.fema.gov

Applicants shall be registered, or be in the process of establishing a registered Citizen Corps Council in their jurisdiction (county or city) to be eligible for Citizen Corps funding.

All applicants must have an active Data Universal Numbering System (DUNS) number in order to apply for federal assistance. The Federal government requires that all applicants for Federal grants and cooperative agreements with the exception of individuals other than sole proprietors have a DUNS number.

The Federal government will use the DUNS number to better identify related organizations that are receiving funding under grants and cooperative agreements, and to provide consistent name and address data for electronic grant application systems. Organizations may receive a DUNS number at no cost by calling 1-866-705-5711.



TERMS AND CONDITIONS

Upon submission of a FY 2014 Citizen Corps/CERT subgrant application, the applicant agrees:

1. To adhere to all FDEM, DHS and FEMA grant application and award requirements.
2. To acknowledge the federal resources that sustain the subgrant:

Federal agency: U.S. Department of Homeland Security/Federal Emergency Management Agency.
Catalog of Federal Domestic Assistance title and number: Emergency Management Performance Grant #97.042.

3. To review the requirements as listed within:
 - Chapter 252, Florida Statutes (F.S.); www.leg.state.fl.us
 - Chapters 27P-6, 27P-11, and 27P-19, Florida Administrative Code (F.A.C.); www.flrules.org
 - 44 CFR, (Code of Federal Regulations): www.gpo.gov
 - Part 13-Uniform Administrative Requirements For Grants and Cooperative Agreements To State And Local Governments;
 - Part 302-Civil Defense State And Local Emergency Management Assistance Program; and
 - Part 31-Contract Cost Principles.
 - OMB (Office of Management and Budget) Circulars: A-21, A-102, A-110, A-122, A-128, A-87 and A-133; and www.whitehouse.gov/omb
 - 2014 EMPG Grant Guidance www.fema.gov
4. To receive funds through the process of reimbursement for approved expenditures.
5. To acknowledge that the application review process is competitive and applications are scored on a point system.
6. To acknowledge that the period of performance for the FY 2014 Citizen Corps/CERT grants will be September 1, 2014 through September 30, 2015.



APPLICATION PROCESS

FDEM has the responsibility of providing for and managing the Citizen Corps/CERT program. All subgrant applications submitted for funding offered within this program will be carefully screened and reviewed for completeness. Any application determined to be incomplete will be disqualified. Applicants whose applications are deemed as disqualified will be notified in writing.

1. Priority will be given to new and returning applicants who:
 - A. Demonstrate high cost efficiency;
 - B. Show high partnership activities;
 - C. Demonstrate significant involvement in all-hazard emergency preparedness; and/or
 - D. Demonstrate strong sustainability plans after the sub-grant funding has expired.
2. Priority will be given to applicants of existing programs who:
 - A. Demonstrate a high degree of excellence in past grants;
 - B. Demonstrate timely and sound compliance with reporting, expenditures and effectiveness of current program; and/or
 - C. Demonstrate willingness to "mentor" new programs in nearby or distant areas, or to expand their own programs to encompass significantly more adjacent geographic area than currently covered.
3. Application scores are based on a point system.
 - A. The maximum amount of points that can be awarded is 100.
 - B. There are five application categories:
 - i. General - 10 points max.
 - ii. Cost Effectiveness – 10 points max.
 - iii. Proposed Budget – 20 points max.
 - iv. Program Narrative – 40 points max.
 - v. Community Integration – 20 points max
 - C. Only applicants receiving a minimum score of 40 points will be considered for funding.

If a viable application is not received from each of the 7 Florida regions, or if all applications submitted for a specific region score below the minimum of 50 points, FDEM will move those funds to another region, general consideration funding area, or another Citizen Corps/CERT program.

Following initial scoring and ranking of submissions, a listing of the applications being considered for final funding will be posted on the FDEM website, www.floridadisaster.org.

Applications recommended for funding will be approved by FDEM and applicants will be notified in writing of the intent by FDEM to issue the grant award. At the discretion of FDEM, based upon funding availability, priorities and other factors, a subgrantee may be funded at less than their requested amount.

Applications for the FY2014 Citizen Corps/CERT Program subgrants shall be submitted in a sealed envelope to:

Jana Smith, Citizen Corps/CERT Coordinator
Florida Division of Emergency Management
2555 Shumard Oak Boulevard- Sadowski Building
Tallahassee, Florida 32399-2100

If an accommodation is needed for a disability in order to participate in this solicitation, please contact the FDEM Citizen Corps/CERT Coordinator at least five days prior to the date that the accommodation is needed.



APPLICATION REQUIREMENTS

Any application determined to be incomplete will be disqualified. Applicants whose applications are deemed as disqualified will be notified in writing. Applications that are submitted by e-mail or facsimile will not be accepted.

1. Applications must be date stamped as received no later than **July 11, 2014**.
2. Subgrant applications for Citizen Corps and CERT shall be submitted separately.
3. Original applications shall be marked as "ORIGINAL" and must be accompanied by three (3) photocopies.
4. Applications and photocopies shall be bound individually.
5. Exhibits for applications shall be labeled and numbered consecutively.
6. The application marked as "ORIGINAL" shall include a signature from the individual/officer maintaining signature authority from the governing body with oversight of the subgrant applicant.
 - If the applicant is a fire tax district, the application must be signed by the Fire Chief or a member of the Board of Fire Commissioners, or equivalent.
 - If the applicant is a local government, or any other entity, the application must be signed by the Chief Elected Official, or by an individual acting under a resolution, or other formal delegation of authority. If applicable, a copy of the resolution/letter indicating signature authority must be submitted with the application.
 - If the applicant is an Indian Tribe or Nation, the application must be signed by a tribal official with written authorization to officially bind the Indian Tribe or Nation.
7. Only applications that include the following completed items will be evaluated:
 - a. Application Coversheet & Title Page
 - b. Application (Sections I, II, III, IV & V)
 - c. Letter of Support or acknowledgement from Corresponding Emergency Management Office (or justification as to why it is not included).
8. A letter of support from the County Emergency Management Office shall be submitted with the application. Failure to have such a letter shall disqualify the application from consideration.
 - a. If the application is submitted by a County Emergency Management Office directly, a letter of support is not required.
9. Subgrantees are required to provide cash or in-kind match **dollar for dollar for FY 2014 funds**. Letters of support or agreement from any cash and/or in-kind contributors shall be submitted with the application.
10. A request to modify or withdraw an application, (except a modification resulting from a request of FDEM) must be provided in writing and received by FDEM by **July 11, 2014**.
11. Modification to applications shall be consistent with the scope of the project and grant guidelines.



SUBGRANT APPLICATION DETAILS

1. **SUBGRANT AMOUNTS:** Subgrant amounts are capped at a maximum of \$13,000. The subgrant period will be for 12 consecutive months, beginning on September 1, 2014 and ending on September 30, 2015. The funding cycle will begin once the funds are released from the federal government. Applicants must have the ability to execute spending of funds on the date indicated in the actual contractual agreement.

2. **APPLICATION SCHEDULE:**

Application Cycle Begins:	May 16, 2014
Closing Date for Receipt of Applications:	July 11, 2014
Intent to Award Contract Posted:	August 1, 2014
Anticipated Contract Award:	No earlier than September 1, 2014

FDEM reserves the right to revise the application schedule provided above. Revisions to this schedule will be posted on the FDEM website, www.floridadisaster.org. Applicants are responsible for checking the FDEM website for updates to the schedule listed above.



SUBGRANT OBJECTIVES

Use of federal grant funds provided must be used to supplement and not supplant, or replace, state, or local funds that would otherwise be available to conduct activities funded by sub-grant.

PLANNING: Integrating non-governmental entities into the planning process is critical to achieve comprehensive community preparedness. To meet this important objective, EMPG funds may be used to support the following:

- Establishing and sustaining bodies to serve as Citizen Corps Councils;
- Assuring that State and local government homeland security strategies, policies, guidance, plans, and evaluations include a greater emphasis on government/non-governmental collaboration, citizen preparedness, and volunteer participation;
- Developing/enhancing emergency management and operations to integrate citizen/volunteer and other non-governmental organization resources and participation;
- Community-based planning to advance "whole community" security and emergency management.
- Planning to foster public-private sector partnerships;
- Developing and implementing a community preparedness strategy for the State/local jurisdiction; and/or
- Developing, or reproducing accessible public education and outreach materials to increase citizen preparedness and knowledge of protective actions (to include the national *Ready Campaign* materials); promote training, exercise, and volunteer opportunities, as well as and inform the public about emergency plans, evacuation routes, shelter locations, and public alerts/warnings.

All public education and outreach materials must include national, or the specific jurisdiction's Citizen Corps logo, tagline or website, or the Ready logo, tagline, or website and comply with logo standards. For more information, please reference <http://www.citizen corps.gov>. In addition, all public education and outreach materials should incorporate special needs considerations, to include language, content, and method of communication.

Citizen support for emergency responders is critical through year-round volunteer programs and as surge capacity in disaster response. Citizen Corps funding may be used to establish, expand, or maintain volunteer programs that support disaster preparedness and/or response including but not limited to: Neighborhood Watch/USAonWatch, Community Emergency Response Teams (CERT), Volunteers in Police Service (VIPS), Medical Reserve Corps (MRC), Fire Corps, Citizen Corps Affiliate Programs and Organizations, and jurisdiction specific volunteer efforts.

Allowable planning costs include, but are not limited to:

- Public Education/Outreach;
- Developing and implementing homeland security support programs and adopt ongoing DHS national initiatives;
- Developing and enhancing plans and protocols;
- Develop or conduct assessments;
- Establishing, enhancing, or evaluating Citizen Corps-related volunteer programs;
- Hiring staff or contractors/consultants to assist with planning activities (not for the purpose of hiring public safety personnel fulfilling traditional public safety duties);
- Conducting conferences to facilitate planning activities;
- Purchasing materials required to conduct planning activities; and/or
- Paying overtime and backfill costs – Payment of overtime expenses will be for work performed by award (SAA) or sub-award employees in excess of the established work week (usually 40 hours) related to the planning activities for the development and implementation of the programs under HSGP.



TRAINING: Sub-grant funds used for training should support the nationwide implementation of NIMS. Please reference www.fema.gov/national-incident-management-system.

The NIMS Training Program establishes a national curriculum for NIMS and provides information on NIMS courses; sub-grantees are encouraged to place emphasis on the core competencies as defined in the NIMS Training Program.

Allowable training costs include, but are not limited to:

- Paying overtime and backfill expenses for part-time and volunteer emergency response personnel participating in training;
- Training citizens in awareness, prevention, protection, response and recovery skills;
- Conducting conferences, or workshops to facilitate training;
- Hiring staff or contractors/consultants to assist with training activities (not for the purpose of hiring public safety personnel fulfilling traditional public safety duties);
- Travel; and/or
- Supplies.

EXERCISE: Program funds may be used for exercises that are specifically designed for, or that include participation from non-governmental entities and the general public. Allowable exercises may include testing public warning systems, evacuation/shelter in-place capabilities, family/school/business preparedness, and participating in table-top, or full scale emergency responder exercises at the local, state, tribal, territorial, or national level.

Allowable exercise costs include, but are not limited to:

- Exercise Planning Workshop - Grant funds may be used to plan and conduct an Exercise Planning Workshop to include costs related to planning, meeting space and other meeting costs, facilitation costs, materials and supplies, travel and exercise plan development.
- Hiring staff, or contractors/consultants - Staff may be hired to support exercise-related activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or local unit(s) of government and have the approval of the state or the awarding agency, whichever is applicable. The services of contractors/consultants may also be procured to support the design, development, conduct and evaluation of CBRNE exercises. The applicant's formal written procurement policy or the Federal Acquisition Regulations (FAR) must be followed.
- Overtime and backfill costs – Overtime and backfill costs associated with the design, development and conduct of CBRNE exercises are allowable expenses. Sub-grantees may also grant funds to cover overtime and backfill expenses for part-time and volunteer emergency response personnel participating in exercises.
- Travel - Travel costs (i.e., airfare, mileage, per diem, hotel, etc.) are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of the exercise project(s). These costs must be in accordance with state law as highlighted in the *OJP Financial Guide*. Sub-grantees must also follow state regulations regarding travel. If a state or territory does not have a travel policy, subgrantees must follow federal guidelines and rates, as explained in the *OJP Financial Guide*. For further information on federal law pertaining to travel costs please reference http://ojp.gov/financialguide/PDFs/OCFO_2013Financial_Guide.pdf.
- Supplies - Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise project(s) (e.g., copying paper, gloves, tape, non-sterile masks, and disposable protective equipment).
- Other Items - These costs include the rental of space/locations for conducting exercise planning (exercise signs, badges, etc.).

EQUIPMENT: Applicants are encouraged to fully leverage all HSGP resources for equipment to support volunteer personnel in preparedness and response. All allowable equipment costs are listed in the AEL, available at: <https://www.hhs.gov/knowledgebase/authorized-equipment-list-ael>.



Equipment purchased with CCP funding shall only be used for developing preparedness, volunteer training, or by volunteers while carrying out their duties.

Allowable equipment costs include, but are not limited to:

- Personal protective equipment;
- Explosive device mitigation and remediation equipment;
- CBRNE operational search and rescue equipment;
- Information technology;
- Cyber security enhancement equipment;
- Interoperable communications equipment;
- Detection Equipment;
- Decontamination Equipment;
- Medical supplies and limited pharmaceuticals;
- Power equipment;
- CBRNE reference materials;
- CBRNE incident response vehicles;
- Terrorism incident prevention equipment;
- Physical security enhancement equipment;
- Inspection and Screening systems; and/or
- Agriculture Terrorism Prevention, Response

The list above highlights the allowable equipment categories for this subgrant award. A comprehensive listing of these allowable equipment categories, and specific equipment eligible under each category, can be found on the web-based Authorized Equipment List at: <https://www.llis.dhs.gov/knowledgebase/authorized-equipment-list-ael>.

MANAGEMENT & ADMINISTRATION: Management and administration (M&A) activities are those defined as directly relating to the management and administration of EMPG Program funds, such as financial management and monitoring. Costs incurred from hiring of staff or contractors/consultants, to assist with the management of the respective grant program, application requirements and/or compliance with reporting/data collection requirements. **Management and administration costs shall not exceed 5% percent of the total grant award.**

Allowable M&A costs include, but are not limited to:

- Hiring of full-time or part-time staff or contractors/consultants to assist with the management, design and implementation of the FY2014 grant.
- To assist with the implementation and administration of the State Homeland Security Strategy, as it may relate to the grant program.
- Hiring of full-time or part-time staff or contractors/consultants and expenses related to:
 - CCP application submission management activities and application requirements.
 - Meeting compliance with reporting/data collection requirements, including data calls.
 - Development of operating plans for information collection and processing necessary to respond to data calls.
- Overtime and backfill costs – Payment of overtime expenses will be for work performed by award (SAA) or sub-award employees in excess of the established work week (usually 40 hours) related to the M&A activities for the development and implementation of the programs under CCP. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the state or local unit(s) of government and has the approval of the state or the awarding agency, whichever is applicable. In no case is dual compensation allowable;
- Travel expenses;
- Meeting-related expenses (For a list of allowable meeting-related expenses, please review the *OJP Financial Guide* at http://ojp.gov/financialguide/PDFs/OCFO_2013Financial_Guide.pdf; and/or



- Acquisition of authorized office equipment, including personal computers, laptop computers, printers, LCD projectors, and other equipment or software which may be required to support the implementation of the homeland security strategy.

TRAINING EVENTS

CERT training events should be posted on the National Citizen Corps Calendar Website, SERT Trac State Calendar and approved by the FDEM Citizen Corps/CERT Coordinator.

The following are required items for the CERT Basic Training Course to be taught under this sub-grant:

- A. Use of the Full FEMA/EMI/FDEM CERT Basic Training Course – G317 including the terrorism module and showing the Sheltering-In-Place Video (DVD);
- B. Use of a CERT Train-the-Trainer (TTT) – G428 Qualified Individual (A graduate of the CERT TTT or Trainer Course) as Program Manager, Course Manager, or Lead Instructor;
- C. Use of the CERT Program Manager Course – G427 Qualified Individual (A graduate of the CERT TTT or Trainer Course) as Program Manager; and
- D. Use of an adequate training facility.

It is the responsibility of the subgrant awardee to arrange and compensate course managers for CERT trainings and course manuals.

It is required to maintain and monitor a database to track the number of trained volunteers. Tracking and reporting the number of trained CERT volunteers is not only mandatory by FDEM, but also by DHS.

REPORTING FORMS

For each grant awarded applicants are required to submit Quarterly Status Reports as indicated in the signed subgrant agreement, or separate schedule. The Quarterly Status Report should include extensive training data, explanation of expenditures for each quarter, and any Citizen Corps/CERT activities that took place during the quarter.

REIMBURSEMENTS

A request for reimbursement and other supporting documentation will be required before a reimbursement will be made for the equipment purchased and/or training and services provided. Requests for reimbursements should be submitted at the time the Quarterly Status Report is submitted. All requests for reimbursement and the final close out report must be submitted no later than one year after the grant execution date.

COMPLIANCE

Citizen Corps/CERT programs must comply with the DHS requirement of NIMS compliancy. Applicants should reference www.FEMA.gov. A letter from the County Emergency Management Agency or the sponsoring agency indicating compliance with NIMS requirements must be completed by the deadline outlined in the contract.



This is the start of the application. Please do not submit the instruction pages with the application.
If applying for both Citizen Corps and CERT, please submit separate applications.

Department of Homeland Security
Florida Division of Emergency Management
FY 2014 Citizen Corps/CERT Sub-grant Application

FDEM USE ONLY

Date Received by FDEM:

☐

Citizen Corps

☐

CERT

FDEM- Engaging Florida's Communities in All-hazard Preparedness

Application Type (please check one):

☐

Start-Up

☐

Expansion/Continuance

Amount of award requested for Sub-Grant:

\$ _____

APPLICANT INFORMATION

Name of Organization: _____

Type of Organization: _____

Address: _____

City: _____ County: _____ Zip Code: _____

Phone: _____ Email: _____

Federal ID #: _____

POINT OF CONTACT

Name: _____

Phone: _____

Fax: _____

Email: _____

.....

Signature of Authorized Official: _____ **Date:** _____

Printed Name of Official: _____ **Title:** _____

***An authorized official or representative is an individual who has been authorized by the governing body of the applicant's jurisdiction organization to apply for, accept, or decline grants on behalf of the jurisdiction, or organization.



SECTION I – GENERAL (*Maximum 10 points*)

Please indicate the type of sponsoring agency/group:

- | | |
|--|---|
| <input type="checkbox"/> None | <input type="checkbox"/> City Emergency Management Office |
| <input type="checkbox"/> County Emergency Management | <input type="checkbox"/> Citizen Corps Council |
| <input type="checkbox"/> Fire/Rescue Service | <input type="checkbox"/> Native American Tribe |
| <input type="checkbox"/> Fire Tax District | <input type="checkbox"/> Sheriff/Police Agency |

1. Is a letter of support from the corresponding County Emergency Management Agency included with this application?

☐ Yes

☐ No

If no, please explain why a letter is not included.

2. Does the applicant's program (e.g., CERT, MRC, etc.) plan to obtain, or currently receive "in-kind" local support, or other Homeland Security funding sources in order to extend or sustain outreach/training/volunteer capabilities?

☐ Yes

☐ No

Please list in detail the **"In-Kind/Cost-Match"** functions and estimated dollar value in the section provided below. List the source and dollar amount from other Homeland Security Grant Program grants (including other portions/sub-grant agreements from UASI, SHSGP, MMRS, etc.).



SECTION II – Cost Effectiveness (*Maximum 10 points*)

A) Is the applicant a new Citizen Corps Council? ____ Yes ____ NO

For new Citizen Corps Councils, please list the partners to be represented in your Council. (e.g. County Emergency Management Agency)

B) New and Returning Councils:

What is the cost per trainee for the sub-grant award requested?

_____ / _____ = _____
(Sub-grant amount request) (Number of Estimated Trainees)

What is the cost of refresher and/or advanced training for this sub-grant?

_____ / _____ = _____
(Refresher/Advance Course \$) (Number of trainees) (Average/trainee)

Please provide a justification for the calculation of the cost ratio. For example, describe what factors impact the costs involved in operating the program.

C) Returning Applicants Only:

If the applicant has received a Citizen Corps sub-grant award in the past, please provide the funding source, funding amount, funding year and investment type. Please list any measures of productivity that might support that this investment will be successful at the conclusion of the period of performance.



Section III - Proposed Budget (Maximum 20 points)

Applicant's program Name: _____

Allowable Expenditures	Quantity	Unit Cost	Total
1. Planning Activities			
Subtotal			
2. Equipment Activities			
Subtotal			
3. Training Activities			
Subtotal			
4. Exercise Activities			
Subtotal			
5. Management & Administration (No greater than 5% of total award)			
Subtotal			
Total			

**Non-expendable equipment is not allowed under the training category. Examples of non-expendable equipment include: laptops, LCD projectors, video screens, etc.*

Proposed Budget Narrative:

Please provide AEL numbers for any items over \$100, relative to line item #3 listed above.



Provide a description of associated key activities that lead to the milestone event(s) over the FY 2014 EMPG Citizen Corps/CERT period of performance. Start dates should reflect the start of the associated key activities and end dates should reflect when the milestone event will occur. Applicants should provide no more than 10 milestones ranging from September 1, 2014 – September 30, 2015.

Example

Quarterly Period Milestones	Project Timeline or Deliverable Description	Start Date (mm/dd/yyyy)	End Date (mm/dd/yyyy)	Estimated Cost
1st Quarter	1. Execute grant agreement while planning to purchase items for upcoming CCP trainings.	09/01/2014	10/30/2014	\$0.00
	2. Advertise for three separate trainings in this quarter to estimate real cost. Submit Quarterly Report (QSR) to FDEM.	09/01/2014	10/30/2014	\$0.00
2nd Quarter	3. Purchase equipment to support 1 st POD (Points of Distribution) CERT Training for this quarter.	01/01/2015	01/31/2015	\$4500.00
	4. Support five (5) public outreach activities this quarter.	01/01/2015	03/31/2015	\$2200.00
3rd Quarter	5. Submit program QSR and request for reimbursement in the amount of \$250.00.	04/01/2015	06/30/2015	\$250.00
	6. Expend remaining funds allowable under sub-grant award to support final CERT full-scale exercise scheduled for 7/1/2015.	07/01/2015	08/31/2015	\$6,050.00
4th Quarter	7. Submit the close-out report to FDEM once final reimbursement is received.	09/01/2015	10/31/2015	\$0.00



Section IV - Program Narrative (*Maximum 40 points*)

****This section shall not exceed three (3) pages. EACH QUESTION & SUB-QUESTION MUST BE ANSWERED.**

1. Please describe the implementation plan for the program. This should include the:
 - a. Strategy and methodology for recruitment;
 - b. A tentative schedule of training classes to be conducted during the contract period (indicate tentative start date of each course taking place during the agreement period);
 - c. Plans to maintain members;
 - d. Plans to utilize members in emergency situations;
 - e. Plans to maintain the program after funding has ended; and
 - f. Any additional programmatic information specific to the program.
2. Please identify the number of emergency management organizations, or the targeted population area whose emergency management needs will be directly benefited by this program.
3. Please describe why this particular methodology was chosen.
4. Please describe the experience and abilities to be utilized during this program.

Section V – Community Integration (*Maximum 20 points*)

****This section shall not exceed (3) pages. If attaching additional pages, please clearly identify each question and section number.**

The Citizen Corps mission is to harness the power of every individual through education, training, and volunteer service to make communities safer, stronger, and better prepared to respond to the threats of terrorism, crime, public health issues, and disasters of all kinds.

1. Name of applicant's jurisdiction:

2. Program area:

3. Does the applicant's jurisdiction currently have a registered Citizen Corps Council? If so, please list the registered council below.

4. Name of the CERT Program(s):

5. Name of the applicant's sponsoring agency:

6. Briefly describe how the Citizen Corps/CERT Program specifically fulfills/supports a part of the Citizen Corps Mission in the community (Refer to the Citizen Corps mission statement in instruction pages above).



7. Briefly describe how Citizen Corps/CERT training promotes partnership efforts between emergency services in the community and the people they serve.
8. Briefly describe how the Citizen Corps/CERT program assists, or will assist families, neighborhoods and businesses with preparing, responding and recovering from major disasters/incidents in a neighbor-helping-neighbor community spirit.
9. How do the Citizen Corps/CERT activities to be conducted support the National Preparedness Goal by:
 - Expanding regional, or area collaboration?
 - Improving information sharing and collaboration capabilities with other groups?
 - Strengthening interoperability of communications?
 - Strengthening Medical Surge capabilities?
 - Strengthening each citizen's understanding of CBRNE (Chemical, Biological, Radiological/Nuclear and Explosive) detection, response and decontamination through education or other means?
10. Please describe how the applicant's mission will be integrated into a strategy plan, either by adoption of the Citizen Corps/Cert mission directly by the Citizen Corps Council once formed, or by any other means.
11. Does the applicant accept this CITIZEN CORPS/CERT ANNEX as valid documentation of the role of CERT to partially meet education/training/auxiliary preparedness, response and recovery mission role for Citizen Corps in the jurisdiction?

___ Yes ___ No

12. If the applicant has a Florida Registered Citizen Corps Program within its community/jurisdiction, please complete the following information:

Name of Citizen Corps Program: _____

Contact Person: _____

Phone Number: _____

E-Mail: _____

13. Does the applicant's program conduct, or plan to conduct POD (point of distribution) operations training?



EVALUATION CRITERIA

GENERAL

- A. All applications properly submitted and responsive will be accepted by FDEM. FDEM reserves the right to make a final selection without further discussion of the applications submitted.

THE RESPONSIVENESS OF AN APPLICATION SHALL BE DETERMINED BASED UPON THE DOCUMENTS SUBMITTED WITH THE APPLICATION. A NON-RESPONSIVE APPLICATION WILL NOT BE CONSIDERED.

- B. Non-responsive applications include, but are not limited to:
- Applications that are not in compliance with the requirements and instructions in this application guide;
 - Applications that are submitted without signatures;
 - Applications that do not contain the required forms, or contain incomplete forms;
 - Applications that are not received on, or before the closing deadline;
 - Applications that propose a project that cannot be completed within the grant period; and/or
 - Applications proposed by a local government whose adopted comprehensive plan has not been found to be in compliance with Chapter 163, Part II, Florida Statutes.
- C. FDEM may waive minor irregularities in the applications received when they are merely a matter of form and not substance and the corrections of such are determined not to be prejudicial to other applicants. Variations which are material to the scoring shall not be waived.

SCORING

- A. Each application will be reviewed by a selection committee of at least three (3) members, including at least one (1) FDEM employee with knowledge of the solicited services. Each of the applications will be evaluated in accordance with the terms of this application for subgrant. Total point scores for each application shall be calculated by the committee in determining recommended awards.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to hold a public hearing to consider appeals to a recommendation by the Taylor County Planning Board on CPA 14-01 filed by Brent Burford, Chastity Gunter, etc.

MEETING DATE REQUESTED:

June 2, 2014

Statement of Issue: Appeals to a Planning Board recommendation on a Future Land Use Map (FLUM) amendment.

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: The Taylor County Planning Board held a public hearing on May 1, 2014, to consider a recommendation to the County Commission on CPA 14-01, an application filed by Foley Timber & Land Company to change approximately 55 acres of land located at 3400 Foley Lane. At the conclusion of the hearing the Planning Board voted unanimously to recommend that the County Commission approve the amendment. Subsequent to the hearing, appeals were filed by Brent Burford, Chastity Gunter, etc. appealing the recommendation by the Planning Board. During the May 20, 2014, County Commission meeting, the commission voted to hold a public hearing on the appeals on June 2, 2014.

- Options:**
1. Uphold the Planning Board recommendation.
 2. Overturn the Planning Board recommendation.

- Attachments:**
1. Materials in the Planning Board packet.
 2. Minutes from the May 1, 2014 hearing.

MALCOLM PAGE
District 1

JIM MOODY
District 2

JODY DEVANE
District 3

PAM FEAGLE
District 4

PATRICIA PATTERSON
District 5



TAYLOR COUNTY PLANNING DEPARTMENT

NOTICE OF APPEAL

COMES NOW, BRENT BURFORD, and appeals the

decision of the Taylor County Planning Board's Ruling dated May 1ST

2014, A copy of the Ruling is attached hereto and marked Exhibit "A".

The appeal is to the Taylor County Board of County Commissioners and the Appellant requests a hearing before the Board of County Commissioners.

DATED this 20TH day of May, 2014

Brent Burford

I HEREBY CERTIFY that an exact copy of this Notice of Appeal was sent to Mr. William D. Griner of the Planning Department of Taylor County, Florida and to Conrad C. Bishop, Jr., Post Office Box 167, Perry, Florida 32348, attorney for the County, this

20TH day of May, 2014

received
5-20-14
WDM

Brent B/2

MALCOLM PAGE
District 1

JIM MOODY
District 2

JODY DEVANE
District 3

PAM FEAGLE
District 4

PATRICIA PATTERSON
District 5



TAYLOR COUNTY PLANNING DEPARTMENT

NOTICE OF APPEAL

COMES NOW, Chastity Gunter, and appeals the
decision of the Taylor County Planning Board's Ruling dated 5/1

2014, A copy of the Ruling is attached hereto and marked Exhibit "A".

The appeal is to the Taylor County Board of County Commissioners and the
Appellant requests a hearing before the Board of County Commissioners.

DATED this 19 day of may, 2014

Chastity Gunter

I HEREBY CERTIFY that an exact copy of this Notice of Appeal was sent to Mr. William
D. Griner of the Planning Department of Taylor County, Florida and to Conrad C.
Bishop, Jr., Post Office Box 167, Perry, Florida 32348, attorney for the County, this

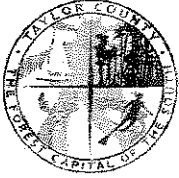
20 day of may, 2014

Chastity Gunter

received
5-20-14

WDM

1215



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

APPLICATION FOR AMENDMENT OF THE TAYLOR COUNTY COMPREHENSIVE PLAN

Fee: \$ 5,000.00

Amendment #: CPA 14-01

Name of Applicant(s): Foley Timber and Land Company, Limited Partnership

Address: 1700 Foley Lane, Perry, FL 32347

Telephone: 850-838-2200

Name of Applicant's Agent (if applicable): Angus B. Taff, III ("Bo")

Address: 1700 Foley Lane, Perry, FL 32347

Telephone: 850-838-2200

Please complete the following for proposed amendments to the Future Land Use Map. For amendments to the text of the Comprehensive Plan, which do not require a Future Land Use Plan Map amendment, please omit responses to Part I and complete only Part II of this application.

PART I

Legal Description:

PARCEL I.D. # 04-05-08-08125-050

ONE ACRE IN NE CORNER OF NW1/4 OF SW1/4 DESCRIBED AS: BEGIN AT THE NE CORNER OF THE NW1/4 OF SW1/4 THEN RUN SOUTH ON FORTY LINE 210 FEET, THEN WEST 210 FEET, THEN NORTH 210 FEET TO FORTY LINE, THEN EAST ON FORTY LINE 210 FEET TO POB; THAT PORTION OF THE E1/2 OF SW1/4 AND THE NW1/4 OF SE1/4 LYING NORTH AND WEST OF COUNTY ROAD NO. 30; LESS AND EXCEPT- COUNTY ROAD R/W

Total Acreage of land to be considered under amendment: Approximately 55+/- acres

Property Street Address: 3400 Foley Road, Perry, FL 32348

Applicants Interest in the Subject Property: Owner

Property Owners Name: Foley Timber and Land Company, Limited Partnership

Property Owners Address: 1700 Foley Lane, Perry, FL 32347

Existing Land Use Activities: Heavy Equipment Maintenance and Repair

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: Mixed Use Rural Residential (includes small scale industrial)

Plan Map

Category: Requested: Industrial

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.

Angus B. Taff III
Applicant Name (Type or Print)

Angus B. Taff III
Applicant Signature

Date: 4/3/14

APPLICATION FOR AMENDMENT OF THE TAYLOR COUNTY COMPREHENSIVE PLAN

Part II

Applicant: Foley Timber and Land Company, Limited Partnership

1. The Text of the Proposed Amendment

N/A. This is a Map Amendment.

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

Taylor County, through the Taylor County Development Authority and other means, is aggressively pursuing the recruitment of manufacturing companies in order to help bring new private sector jobs and investment into the County. Further, the State of Florida is increasing efforts to attract job-generating businesses to Florida and is looking for industrial properties suitable for locating prospective manufacturing companies. These sites ideally have industrial land use classifications, are proximate to central water, sewer, rail, and natural gas, and are served by electric power companies with favorable rate structures. The County has industrial land use areas, but many of these properties lack adjacent infrastructure and are solely within only one of the two electric power providers servicing the Taylor County area. To increase Taylor County's competitiveness to attract job- and investment-generating economic development projects, it has become important to have industrial sites that include as many of the infrastructure assets noted above as possible. The property subject this amendment is adjacent to central water, sewer, rail, and natural gas. It is also within a second electric power provider's service area, has been used for years as a site that is similar to an industrial use and is proximate to other industrial use property. The subject property has emerged as a prime location for attracting job-generating businesses and their associated capital investment to Taylor County.

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

As noted above, the Taylor County community is working hard to attract manufacturing and other businesses to the County in an effort to help create new, private sector jobs and investment and to diversify the economy. An increase in direct and indirect employment will have an associated, positive "ripple" effect in the economy. The increase in taxable capital investment will provide additional funding for schools, infrastructure and other important community services. The establishment of new, primary businesses in the County will also expose the community to new vendors and suppliers and expand the skills of local workers. Approving the Map amendment will position the subject property to immediately become one of the most competitive industrial sites within North Central Florida and thus ideal for attracting new, job- and investment-generating manufacturing companies to Taylor County. The site has been used for years as a site similar to an industrial use and is adjacent to the largest industrial complex in Taylor County and one of the largest in the State. It also has the necessary utility infrastructure to adequately serve an industrial use. If this land use change is approved, it will position the community with a site advantage for attracting the jobs and investment needed in the community. Without this land use change, it is likely businesses seeking an industrial site that provides adjacent utility infrastructure and is within the service area of a major, interstate, electric power provider, would locate outside Taylor County.

**APPLICATION FOR AMENDMENT
OF THE TAYLOR COUNTY COMPREHENSIVE PLAN**

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

Taylor County is one of only a hand-full of Florida Counties with an Economic Development Element in its Comprehensive Plan. The County is focused on diversifying and growing its economy. As part of the County's recent EAR-Based Amendments, approved by the State of Florida, Taylor County recently amended its Future Land Use Element to create areas that support industrial land uses and the creation of jobs. The subject property is located within an area as described in an overlay to the County's Comprehensive Plan that supports these goals. Further, the subject property is adjacent to the largest industrial complex in the County and one of the largest in the state of Florida. The industrial use designation would support vertical integration of public infrastructure by serving multiple large employers utilizing existing infrastructure and thus minimize the inconveniences of new infrastructure construction. It will also support the clustering of industrial uses.

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

a. Is Compatible With Existing Land Uses: The area of this proposed amendment is proximate to industrial land use and the largest industrial employer in the County. It would be served by the same road and rail system that serves the contiguous industrial area. The past use of the area of this amendment included significant, heavy equipment maintenance, repair and movement in and off the site.

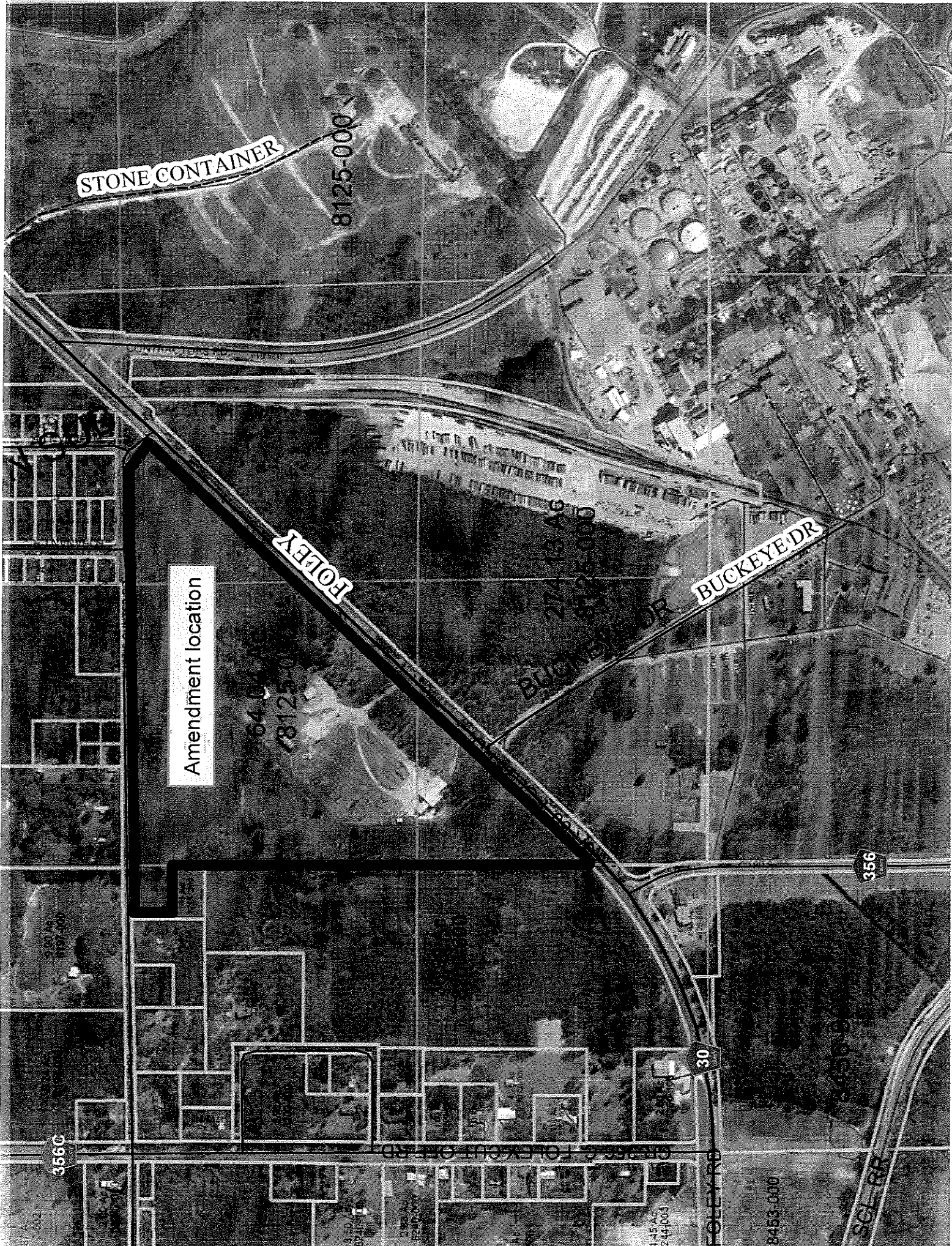
b. Affects the Capacities of Public Facilities and Services: As the immediate area is currently an industrial area and its transportation and utility infrastructure is designed for industrial use, this proposed amendment should not have a significant impact on public facilities and services. Emergency services are currently sited to adequately serve this immediate area, and this slight expansion of the industrial land use area should not require any significant changes or additional emergency infrastructure.

c. Affects the Natural Environment: The proposed property does not have any significant wetlands, and is mostly out of any flood zone. It has been used for uses similar to industrial for decades. Any potential impacts by future users of the property would be evaluated at the time of their use.

d. Will result in an Orderly and Logical Development Pattern: The approval of this application would merely append to and slightly enlarge an existing industrial land use area. It would be an orderly and logical development amendment, which would have tremendous economic benefits for Taylor County.

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.



STONE CONTAINER

8125-000

FOLEY

Amendment location

274-13 AG
8125-000

BUCKEYE DR

356

30

SR 356 & FOLEY CUT OFF RD

FOLEY RD

SCL RR

8453-000

4-45 AG
8244-000

2-23 AG
8240-000

4-10 AG
8241-000

356C

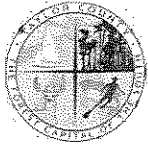
MALCOLM V. PAGE
District 1

JIM MOODY
District 2

JODY DEVANE
District 3

PAM FEAGLE
District 4

PATRICIA PATTERSON
District 5



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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

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

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

May 1, 2014

TO: Board of County Commissioners

FROM: Planning Board

SUBJECT: Application No. CPA 14-01 (Foley Timber and Land Company, LP)

Concurrency Management Assessment
Concerning an Amendment to the
Future Land Use Plan Map of the Comprehensive Plan

Land use amendment requests are ineligible to receive concurrency reservation because they are conceptual and, consequently, do not allow an accurate assessment of public facility impacts. Therefore, the following information is provided, which quantifies for the purposes of a nonbinding concurrency determination, the demand and residual capacities for public facilities required to be addressed within the Concurrency Management System.

CPA 14-01, an application by Foley Timber and Land Company, Limited Partnership, to amend the Future Land Use Plan Map of the Comprehensive Plan by changing the land use classification from MIXED USE-RURAL RESIDENTIAL (less than or equal to 1 dwelling unit per 2 acres) to INDUSTRIAL on the property described below, as follows:

A parcel of land lying in Section 4, Township 5 South, Range 8 East, Taylor County, Florida. Being more particularly described, as follows: The East 1/2 of the Southwest 1/4 of said Section 4 lying Northwesterly of County Road 30, the Northwest 1/4 of the Southeast 1/4 of said Section 4 lying Northwesterly of said County Road 30 and the North 210.00 feet of the East 210.00 feet of the Northwest 1/4 of the Southwest 1/4 of said Section 4.

Containing 55.00 acres, more or less.

Availability of and Demand on Public Facilities

Potable Water Impact -

The site is not located within a community potable water system. Consequently, the uses to be located on the site will need to be served by individual water wells. The individual potable water wells are anticipated to meet or exceed the adopted level of service standard established within the Comprehensive Plan.

During the calendar year 2013, there was 3,349 square feet of general office use, 10,247 square feet of heavy equipment repair use and 2,269 square feet of warehousing use located on the site.

An average general office use is estimated to have 3.39 employees per 1,000 square feet gross floor area.

Based upon potable water usage of 30 gallons per employee per day.

$3,349 \text{ (3,349 square feet gross floor area)} \times 3.39 \text{ (employees per 1,000 square feet gross floor area)} = 12 \text{ employees} \times 30 \text{ (gallons of potable water usage per employee per day)} = 360 \text{ gallons of potable water usage per day.}$

An average light industrial use is estimated to have 1.82 employees per 1,000 square feet gross floor area.

Based upon potable water usage of 22.5 gallons per employee per day.

$10,247 \text{ (10,247 square feet gross floor area)} \times 1.82 \text{ (employees per 1,000 square feet gross floor area)} = 19 \text{ employees} \times 22.5 \text{ (gallons of potable water usage per employee per day)} = 428 \text{ gallons of potable water usage per day.}$

Based upon potable water usage of 15 gallons per 1,000 square feet gross floor area of warehousing use per day.

$2,269 \text{ (2,269 square feet gross floor area)} \times 15 \text{ (gallons of potable water usage per 1,000 square feet gross floor area per day)} = 35 \text{ gallons of potable water usage per day.}$

Therefore, the estimated potable water usage per day = 823 gallons of potable water usage per day
($360 + 428 + 35 = 823$)

The proposed amendment could theoretically result in 598,950 square feet of industrial land use on the site.

An average industrial land use is estimated to have 1.87 employees per 1,000 square feet gross floor area.

Based upon potable water usage of 22.5 gallons per employee per day.

$598,950 \text{ (598,950 square feet gross floor area)} \times 1.87 \text{ (employees per 1,000 square feet gross floor area)} = 1,121 \text{ employees} \times 22.5 \text{ (gallons of potable water usage per employee per day)} = 25,223 \text{ gallons of potable water usage per day.}$

Therefore, the estimated net increase in potable water usage per day = 24,400 gallons of potable water usage per day ($25,223 - 823 = 24,400$).

Sanitary Sewer Impact -

The site is not located within a community centralized sanitary sewer system. Consequently, the uses to be located on the site will be served by individual septic tanks. The individual septic tanks are anticipated to meet or exceed the adopted level of service standard established within the Comprehensive Plan.

During the calendar year 2013, there was 3,349 square feet of general office use, 10,247 square feet of heavy equipment repair use and 2,269 square feet of warehousing use located on the site.

An average general office use is estimated to have 3.39 employees per 1,000 square feet gross floor area.

Based upon an average of 23 gallons of sanitary sewer effluent per employee per day.

$3.349 (3,349 \text{ square feet gross floor area}) \times 3.39 (\text{employees per } 1,000 \text{ square feet gross floor area}) = 12 \text{ employees} \times 23 (\text{gallons of sanitary sewer effluent per employee per day}) = 276 \text{ gallons of sanitary sewer effluent per day.}$

An average light industrial use is estimated to have 1.82 employees per 1,000 square feet gross floor area.

Based upon an average of 17.25 gallons of sanitary sewer effluent per employee per day.

$10.247 (10,247 \text{ square feet gross floor area}) \times 1.82 (\text{employees per } 1,000 \text{ square feet gross floor area}) = 19 \text{ employees} \times 17.25 (\text{gallons of sanitary sewer effluent per employee per day}) = 328 \text{ gallons of sanitary sewer effluent per day.}$

Based upon sanitary sewer effluent of 12 gallons per 1,000 square feet gross floor area of warehousing use per day.

$2.269 (2,269 \text{ square feet gross floor area}) \times 12 (\text{gallons of sanitary sewer effluent per } 1,000 \text{ square feet gross floor area per day}) = 28 \text{ gallons of sanitary sewer effluent per day.}$

Therefore, the estimated sanitary sewer effluent per day = 632 gallons of sanitary sewer effluent per day ($276 + 328 + 28 = 632$)

The proposed amendment could theoretically result in 598,950 square feet of industrial land use on the site.

An average industrial land use is estimated to have 1.87 employees per 1,000 square feet gross floor area.

Based upon an average of 17.25 gallons of sanitary sewer effluent per employee per day.

$598.950 (598,950 \text{ square feet gross floor area}) \times 1.87 (\text{employees per } 1,000 \text{ square feet gross floor area}) = 1,121 \text{ employees} \times 17.25 (\text{gallons of sanitary sewer effluent per employee per day}) = 19,338 \text{ gallons of sanitary sewer effluent per day.}$

Therefore, the estimated net increase in sanitary sewer effluent per day = 18,706 gallons of sanitary sewer effluent per day ($19,338 - 632 = 18,706$).

Solid Waste Impact -

Solid waste disposal is provided for uses to be located on the site at the Aucilla Area Solid Waste Facility. The level of service standard established within the Comprehensive Plan for the provision of solid waste disposal is currently being met or exceeded.

During the calendar year 2013, there was 3,349 square feet of general office use, 10,247 square feet of heavy equipment repair use and 2,269 square feet of warehousing located on the site.

An average general office use is estimated to generate 5.5 pounds of solid waste per 1,000 square feet gross floor area per day.

$3.349 (3,349 \text{ square feet gross floor area}) \times 5.5 (\text{pounds of solid waste per } 1,000 \text{ square feet gross floor area per day}) = 19 \text{ pounds of solid waste per day.}$

Based upon 5.5 pounds of solid waste per 1,000 square feet gross floor area of light industrial use per day.

$10.247 (10,247 \text{ square feet gross floor area}) \times 5.5 (\text{pounds of solid waste per } 1,000 \text{ square feet gross floor area per day}) = 57 \text{ pounds of solid waste per day.}$

Based upon 5.5 pounds of solid waste per 1,000 square feet gross floor area of warehousing use per day.

$2.269 (2,269 \text{ square feet gross floor area}) \times 5.5 (\text{pounds of solid waste per } 1,000 \text{ square feet gross floor area per day}) = 13 \text{ pounds of solid waste per day.}$

Therefore, the estimated solid waste per day = 89 pounds of solid waste per day ($19 + 57 + 13 = 89$).

The proposed amendment could theoretically result in 598,950 square feet of industrial land use on the site.

Based upon 5.5 pounds of solid waste per 1,000 square feet gross floor area of industrial land use per day.

$598.950 (598,950 \text{ square feet gross floor area}) \times 5.5 (\text{pounds of solid waste per } 1,000 \text{ square feet gross floor area per day}) = 3,295 \text{ pounds of solid waste per day.}$

Therefore, the estimated net change in solid waste generation per day = 3,206 pounds of solid waste per day ($3,295 - 89 = 3,206$)

Based upon the annual projections of solid waste disposal for the facility, solid waste facilities are anticipated to continue to meet or exceed the adopted level of service standard for solid waste facilities, as provided in the Comprehensive Plan, after adding the solid waste demand generated by the theoretical use of the site.

Drainage Impact -

Drainage facilities will be required to be provided for on site for the management of stormwater. As stormwater will be retained on site, there are no additional impacts to drainage systems as a result of the proposed amendment. The retention of stormwater on site will meet or exceed the adopted level of service standard established within the Comprehensive Plan.

Recreation Impact -

The level of service established in the Comprehensive Plan for the provision of recreation facilities is currently being met or exceeded.

The proposed amendment is anticipated to result in positive impacts to the recreation facilities.

As no population increase will result from the proposed amendment, there will be no need for additional recreational facilities as a result of the proposed amendment. Therefore, the proposed amendment is not anticipated to impact recreation facilities.

Recreation facilities are anticipated to continue to operate at a level of service which meets or exceeds the level of service standards established within the Comprehensive Plan after the potential use of the site.

Traffic Impact -

The road network serving the site is currently meeting or exceeding the level of service standard required for traffic circulation facilities as provided in the Comprehensive Plan.

During the calendar year 2013, there was 3,349 square feet of general office use, 10,247 square feet of heavy equipment repair use and 2,269 square feet of warehousing located on the site.

Summary of Trip Generation Calculations for a General Office Use.

Based upon an average of 1.49 trips per p.m. peak hour per 1,000 square feet gross floor area.

$3.349 (3,349 \text{ feet gross floor area}) \times 1.49 (\text{trips per } 1,000 \text{ square feet gross floor area}) =$
5 p.m. peak hour trips.

Summary of Trip Generation Calculations for a Light Industrial Use.

Based upon an average of 0.97 trips per p.m. peak hour per 1,000 square feet gross floor area.

$10.247 (10,247 \text{ feet gross floor area}) \times 0.97 (\text{trips per } 1,000 \text{ square feet gross floor area}) =$
10 p.m. peak hour trips.

Summary of Trip Generation Calculations for a Warehousing Use.

Based upon an average of 0.59 trips per p.m. peak hour per 1,000 square feet gross floor area.

Board of County Commissioners
Memorandum
Page 6

2.269 (2,269 feet gross floor area) x 0.59 (trips per 1,000 square feet gross floor area) =
2 p.m. peak hour trips.

Therefore, the estimated p.m. peak hour trips per day = 17 p.m. peak hour trips (5 + 10 + 2 = 17).

The proposed amendment could theoretically result in 598,950 square feet of industrial land use on the site.

Summary of Trip Generation Calculations for Industrial Use.

An industrial use is estimated to generate 0.68 trips per 1,000 square feet of use per p.m. peak hour.

598.950 (598,950 square feet gross floor area) x 0.68 (p.m. peak hour trips per 1,000 square feet gross floor area) = 408 p.m. peak hour trips

Therefore, the estimated net increase in p.m. peak hour trips per day = 391 p.m. peak hour trips (408 - 17 = 391).

Existing p.m. peak hour trips = 276 p.m. peak hour trips

The following table contains information concerning the assessment of the traffic level of service on the surrounding road network by the proposed amendment.

Level of Service	Existing PM Peak Hour Trips	Existing Level of Service	Reserved Capacity PM Peak Hour Trips for Previously Approved	Development PM Peak Hour Trips	PM Peak Hour Trips With Development	Level of Service with Development
U.S. 27 / S.R. 20 (from Connell Road (CR 275) to Lafayette County Line)	276a	B	0	391	667	C

a 2012 Annual Traffic Count Station Data, Florida Department of Transportation.

Source: Florida's Quality/Level of Service Handbook, Florida Department of Transportation, 2009.

Based upon the above analysis and an adopted level of service standard of "D" with a capacity of 1,350 p.m. peak hour trips the road network serving the site is anticipated to continue to meet the level of service standard required for traffic circulation as provided in the Comprehensive Plan after adding the projected number of theoretical trips associated with the proposed amendment.

Affordable Housing

The change in land use is not anticipated to have an effect on affordable housing stock.

Surrounding Land Uses

The existing land use of the site is industrial. The site is bounded on the north by single family residential land uses and vacant lands, on the east by industrial land uses, on the south by industrial land uses, and on the west by single family residential land uses and agricultural forest.

Historic Resources

According to the Florida Division of Historical Resources Master Site File, dated January 2013, there are known historic resource on the site.

Flood Prone Areas

According to the Federal Emergency Management Agency, Digital Flood Insurance Rate Map data layer, May 4, 2009, approximately 34 percent of the site is located within a flood prone area.

Wetlands

According to the Suwannee River Water Management Geographic Information Systems wetlands data layer, dated 2007, the site is not located within wetlands.

Minerals

According to Natural Resources, prepared by the North Central Florida Regional Planning Council, dated 1977, the site is within an area known to contain limestone deposits.

Soil Types

According to the U.S. Natural Resources Conservation Service, Soil Survey, dated 2000, the site is comprised of approximately 56 percent Ortega fine sand (0 to 5 percent slopes), approximately 24 percent Chipley sand (0 to 5 percent slopes) and approximately 20 percent Chipley-Lynn Haven, depressional-Boulogne complex (0 to 3 percent slopes).

Ortega fine sand (0 to 5 percent slopes) soils are nearly level and gently sloping, moderately well drained soils on the lowlands on the lower coastal plain.

Ortega fine sand (0 to 5 percent slopes) soils have slight limitations for building site development and moderate limitations for septic tanks absorption fields.

Chipley sand (0 to 5 percent slopes) soils are nearly level and gently sloping, somewhat poorly drained soils on the lowlands on the lower coastal plain.

Chipley sand (0 to 5 percent slopes) soils have severe limitations for building site development and for septic tank absorption fields.

Chipley-Lynn Haven, depressional-Boulogne complex (0 to 3 percent slopes) soils are nearly level and gently sloping, somewhat poorly drained to very poorly drained soils on the lowlands on the lower coastal plain.

Chipley-Lynn Haven, depressional-Boulogne complex (0 to 3 percent slopes) soils have moderate to severe limitations for building site development and severe limitations for septic tanks absorption fields.

High Aquifer Groundwater Recharge

According to the Areas of High Recharge Potential To the Floridan Aquifer, prepared by the Water Management District, dated July 17, 2001, the site is not located in an area of high aquifer groundwater recharge.

Vegetative Communities/Wildlife

According to the Data and Analysis Report, Vegetative Communities map, the site is located within a Nonvegetative and Agricultural community. There are no known wildlife habitats associated with a Nonvegetative and Agricultural community.

RESOLUTION NO. PB/LPA CPA 14-01

A RESOLUTION OF THE PLANNING BOARD OF TAYLOR COUNTY, FLORIDA, SERVING ALSO AS THE LOCAL PLANNING AGENCY OF TAYLOR COUNTY, FLORIDA; RECOMMENDING TO THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA, APPROVAL OF AN AMENDMENT OF MORE THAN TEN ACRES OF LAND TO THE FUTURE LAND USE PLAN MAP OF THE TAYLOR COUNTY COMPREHENSIVE PLAN, PURSUANT TO AN APPLICATION BY THE PROPERTY OWNER OF SAID ACREAGE, UNDER THE AMENDMENT PROCEDURES ESTABLISHED IN SECTIONS 163.3161 THROUGH 163.3248, FLORIDA STATUTES, AS AMENDED; PROVIDING FOR A CHANGE IN THE LAND USE CLASSIFICATION FROM MIXED USE-RURAL RESIDENTIAL (LESS THAN OR EQUAL TO 1 DWELLING UNIT PER 2 ACRES) TO INDUSTRIAL OF CERTAIN LANDS WITHIN THE UNINCORPORATED AREA OF TAYLOR COUNTY, FLORIDA; REPEALING ALL RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Taylor County Land Development Code, hereinafter referred to as the Land Development Code, empowers the Planning Board of Taylor County, Florida, hereinafter referred to as the Planning Board, to recommend to the Board of County Commissioners of Taylor County, Florida, hereinafter referred to as the Board of County Commissioners, approval or denial of amendments to the Taylor County Comprehensive Plan, hereinafter referred to as the Comprehensive Plan, in accordance with said code;

WHEREAS, Sections 163.3161 to 163.3248, Florida Statutes, as amended, the Community Planning Act, empowers the Local Planning Agency of Taylor County, Florida, hereinafter referred to as the Local Planning Agency, to recommend to the Board of County Commissioners approval or denial of amendments to the Comprehensive Plan, in accordance with said statute;

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

WHEREAS, the Planning Board has been designated as the Local Planning Agency;

WHEREAS, pursuant to the Land Development Code and Section 163.3174, Florida Statutes, as amended, the Planning Board, serving also as the Local Planning Agency, held the required public hearing, with public notice, on said application for an amendment, as described below, and considered all comments received during said public hearing and the Concurrence Management Assessment concerning said application for an amendment, as described below;

WHEREAS, the Planning Board, serving also as the Local Planning Agency, has determined and found said application for an amendment, as described below, to be compatible with the Land Use Element objectives and policies, and those of other affected elements of the Comprehensive Plan;

WHEREAS, the Planning Board, serving also as the Local Planning Agency, 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; and

WHEREAS, the Planning Board, serving also as the Local Planning Agency, has studied and considered the items enumerated in Section 12.09.03 of the Land Development Code and based upon said study and consideration has determined and found that:

- a. The proposed amendment is not in conflict with any applicable provisions of the Land Development Code;
- b. The proposed amendment is consistent with all elements of the Comprehensive Plan;
- c. The proposed amendment is not inconsistent with existing and proposed land uses;
- d. There have been changed conditions that require an amendment;

- e. The proposed change will not result in a population density pattern and increase or overtaxing of the load on public facilities such as schools, utilities and streets;
- f. The proposed change will not seriously reduce light and air to adjacent areas;
- g. The proposed change will not adversely affect property values in the adjacent area;
- h. The proposed amendment will result in an orderly and logical development pattern; and
- i. The proposed amendment will not be in conflict with the public interest, and will be in harmony with the purpose and interest of the Land Development Code.

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING BOARD OF TAYLOR COUNTY, FLORIDA, SERVING ALSO AS THE LOCAL PLANNING AGENCY OF TAYLOR COUNTY, FLORIDA, THAT:

Section 1. Pursuant to an application, CPA 14-01, by Foley Timber and Land Company, Limited Partnership, to amend the Future Land Use Plan Map of the Comprehensive Plan by changing the land use classification of certain lands, the Planning Board, serving also as the Local Planning Agency, recommends to the Board of County Commissioners that the land use classification be changed from MIXED USE-RURAL RESIDENTIAL (less than or equal to 1 dwelling unit per 2 acres) to INDUSTRIAL for property described, as follows:

A parcel of land lying in Section 4, Township 5 South, Range 8 East, Taylor County, Florida. Being more particularly described, as follows: The East 1/2 of the Southwest 1/4 of said Section 4 lying Northwesterly of County Road 30, the Northwest 1/4 of the Southeast 1/4 of said Section 4 lying Northwesterly of said County Road 30 and the North 210.00 feet of the East 210.00 feet of the Northwest 1/4 of the Southwest 1/4 of said Section 4.

Containing 55.00 acres, more or less.

Section 2. All resolutions or portions of resolutions in conflict with this resolution are hereby repealed to the extent of such conflict.

Section 3. This resolution shall become effective upon adoption.

PASSED AND DULY ADOPTED, in regular session with a quorum present and voting,
by the Planning Board, serving also as the Local Planning Agency, this 15th day
of May 2014.

Attest:

PLANNING BOARD OF
TAYLOR COUNTY, FLORIDA,
SERVING ALSO AS THE
LOCAL PLANNING AGENCY OF
TAYLOR COUNTY, FLORIDA


William D. Griner, County Building Official

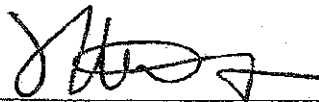

Michael Lynn, Chairman

EXHIBIT "A"

TAYLOR COUNTY PLANNING BOARD

Minutes

May 1, 2014

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

Members Present		Staff Present	Speakers Present	
Michael Lynn	Pam Wessels	Danny Griner	Bo Taff	Bob Brown
James Ross	Rick Breer	Ray Curtis	Scott Frederick	Cliff Burford
Dale Rowell			Brent Burford	Van Edith Burford
			Chastity Gunter	Reid Burford

1. **Approval of January 9, 2014 Minutes:** The Board considers approval of the draft minutes from the January 9, 2014 meeting. Pam Wessels makes a motion to approve the minutes as written; James Ross seconds the motion; the motion passes by unanimous vote.

PUBLIC HEARING

2. **Foley Timber & Land Future Land Use Map Amendment Public Hearing:** Michael Lynn opens the public hearing consisting of a Future Land Use Map (FLUM) amendment application submitted by the Foley Timber & Land Company requesting a land use change for approximately 55 acres of property from Mixed Use Rural Residential (MURR) to Industrial (I), located across from the Buckeye mill at 3400 Foley Road. Bo Taff addresses the board stating that the present use of the property is industrial related and present land use of MURR limits the development potential in attempts to draw developers to the site. Bo continues by stating that there is very little industrial property located in the Duke Energy service area and the location is a good site for industrial development due to the access road and available infrastructure such as; city water, gas and rail service. Bo then notes that many projects are time sensitive and "shovel ready" sites are much more competitive, continuing by detailing some of the issues experienced by AMTEC concerning availability of water, power, etc. due to the site not being "shovel ready". Bo continues by stating that the site is 55 acres in size and can attract jobs, noting that Foley had been encouraged to pursue the change by the development authority and the amendment is proposed by and related to Foley and not any specific project. Bo then points out some of the statements contained in the justification section of the application and notes that any proposed development would have to submit a development plan, further stating that the property is presently the MURR land use category and allows small-scale industrial uses and is in an area generally suited for industrial use, noting that development of the property would result in very little environmental impact and the site is located adjacent to existing industrial land use. Bo concludes by stating the land use change would result in orderly and logical development and respectfully requests a recommendation of approval by the board. Scott Frederick, director of the Taylor County Development Authority (TCDA), approaches the board and notes that economic benefits of the site, noting that Duke Energy has its own marketing

team help generate prospects, noting that the site has been shown to three (3) different prospects and national consultants consider the site a good location to cluster industries, further noting that industrial corridors are preferred by companies. Scott then states that economic consultants consider the property to be a premier site due to the location across from Georgia Pacific, easy highway access from a 4-lane highway, proximity to other main highways, availability of city infrastructure like water, gas, fiber optic, and rail access. Scott continues by stating that the site is ideal for manufacturing and is located in the enterprise zone, noting that it is the only site option that qualifies for new market tax credits and will be a catalyst and tremendous asset. Scott concludes by encouraging everyone to support the change. Brent Burford addresses the board stating that he is an adjacent land owner of approximately 40-acres and has concerns about an industrial use being pushed against his property when thousands of acres of industrial land that could be used already exists. Brent concludes by stating that families have lived in the area for many years and other sites are available without the need for a land use change. Van Edith Burford addresses the board stating that adjacent properties have been in the family for over sixty (60) years and numerous homes in the area would be impacted, further noting that power and fairpoint phone access is available in all areas. Van Edith concludes by stating that the land use should be left as is. Chastity Gunter appeals to the board to consider another site, as she does not want it located across the street and there are other places that would not affect children and other families. Cliff Burford approaches the board stating that he lives near the site with two (2) children and is opposed to the change since there are other sites available. Reid Burford addresses the board stating that he lives within five hundred (500) feet of the site and would like to see it left as is. Bo Taff states that he appreciates the comments of the speakers, but, it is important to note that the site is not residential and has been a small-scale industrial use for many years. Bo then describes the commercial uses presently allowed by the MURR land use category, noting that other available sites are scattered and lack access to necessary infrastructure and rail access. Bo then notes that the site is ideal for industrial use, further noting that the existing roads provide a natural buffer to some of the adjacent properties and restating that any development plan must come back before the board prior to development. Dale Rowell asks for clarification as to why this is the only site suitable and if there are others areas available. Bo Taff responds that this is the only site of this type that Foley has available. Bo further states that many developers prefer sites served by Duke Energy due to existing business relationships. Dale Rowell questions the one (1) acre portion of the amendment request that juts out at the northwest corner, noting that industrial buffers would be difficult to achieve due to the dimensions. Bo Taff agrees that industrial use on the one (1) acre portion would not work well. Bob Brown questions the setbacks for industrial uses required by the Land Development Code (LDC). Danny Griner responds that the industrial setbacks in the LDC are extremely lenient and buffers would have to be required by the Planning Board as part of development approval. Brent Burford asks about the viability of the industrial property located at the intersection of Boyd Road and US 221, noting that it has rail and highway access along with other infrastructure needs, concluding by stating his desire to get development away from neighborhoods and development should be practical for all involved. Brent then notes that the existing use on the proposed property provides a type of intensity buffer, further stating that the proposed change would result in additional traffic and there are other sites available. Dale Rowell asks about the requirement for a traffic study by a development proposal. Danny Griner responds by stating that the county opted out the traffic concurrency requirement of meeting level of service standards in the latest amendment to the Comprehensive Plan. Brent Burford addresses the board listing various industrial sites that could be developed instead of the proposed

site. Bo Taff states that the sites in the northern part of the county have many assets, but are not served by Duke Energy. Scott Frederick states that he has shown the Boyd Road site numerous times and that the available infrastructure is a problem for developers, concluding by stating that the tax credit is federal money and the proposed site is the only one that qualifies. Dale Rowell asks about the importance of being in the Duke Energy service area. Bo Taff responds that in Foley Timber & Lands opinion it is an important factor. Scott Frederick explains the difference in rates between Duke Energy and other providers. Brent Burford readdresses the board noting that AMTEC had no problem using Tri County Electric and onsite water availability and restates the availability of rail access at the Boyd Road site and the traffic increase at the proposed site. Brent concludes by stating that the prior use of the proposed property was not an issue, but more intense uses would impact people in the area. Scott Frederick points out that the proposed site has "curb appeal" and that economic development is critical, further stating that the county needs to put its best foot forward and the proposed site is one of the "hottest" sites in the county. Brent Burford asks if there was a matrix prepared that shows this is the best site. Scott Frederick responds that if there was a list of sites, this would be the top site. Brent Burford then asks why Regional Employment Centers (REC) were placed north of town but not being used. Van Edith Burford states that she understands that jobs are important, but we should not put the economy over people's quality of life, concluding by stating can't it go elsewhere. Bob Brown points out that the proposed site has city water, sewer and gas available. Pam Wessels asks about the availability of water and sewer at the industrial land near the airport. Bob Brown responds that water and sewer are not available at that location and notes that rail is not in that area either. Brent Burford restates that Boyd is an ideal location. Pam Wessels states that the proposed site is better for Steinhatchee workers than the Boyd site. Bo Taff restates his appreciation for the concerns of the adjacent landowners, then notes that a heavy utility user can experience up to one million (\$1,000,000) in savings from one year's usage by locating in the Duke Energy service area and that the proposed site has all of the pieces. Bo then restates that there is another "bite at the apple" to address the concerns of the public when a development plan comes forward. Dale Rowell states that he agrees with the benefits of the potential tax credit and being in the Duke Energy coverage area, but notes that the proposed area is next to residential areas and buffers need to be addressed by the Planning Board during the development phase to ensure adequate buffers are in place. Chastity Gunter explains to the board the impact of industrial use near her home and the negative effect on the ability for her children and family to sleep. Dale Rowell states that buffers can be addressed when a development plan comes forward. Rick Breer discloses that he was the prior director of TCDA before retiring and he has a mindset and base of knowledge that understands the benefits of the tax credit and Duke Energy being the energy provider for industrial use. Rick then notes the confluence of services available at the proposed site as opposed to the Boyd site. Rick Breer makes a motion to recommend approval of the amendment by the County Commission; James Ross seconds the motion; the motion passes by unanimous vote.

NOTICE OF PUBLIC HEARING

Notice is hereby given that the Board of County Commissioners of Taylor County, Florida, will hold a public hearing at the Taylor County Administrative Complex, 201 East Green Street, Perry, Florida 32347, on June 2, 2014, at 6:10 p.m., or as soon thereafter as possible, to hear appeals to a

LEGALS



recommendation made by the Taylor County Planning Board concerning adoption of a Future Land Use Map amendment. This Notice shall be advertised and the Notice shall also be sent to all parties involved. At the hearing, any party may appear in person or by agent or attorney.

The appeal may be inspected by the public at the Planning Department at the Taylor County Administrative Complex, 201 East Green Street, Perry, Florida 32347. The public hearing may be continued to one or more dates. Any interested party shall be advised that the date, time and place of any continuation of the public hearing shall be announced during the public hearing and that no further notice concerning the matter will be published.

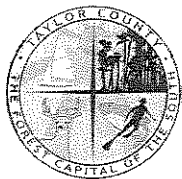
All members of the public are welcome to attend. Notice is further hereby given, that pursuant to Florida Statute 286.0105, that any person or persons deciding to appeal any matter considered at this public hearing will need a record of the hearing and may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

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

5/23

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Board to consider 1st reading of ordinance & transmittal of a Future Land Use Map (FLUM) amendment application submitted by Foley Timber & Land for approximately 55 acres.

MEETING DATE REQUESTED:

June 2, 2014

Statement of Issue: Hold continued public hearing to consider transmittal of a FLUM amendment to the Department of Economic Opportunity (DEO)

Recommendation: Hold public hearing.

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: The Planning Department received an application for a Future Land Use Map (FLUM) amendment from Foley Timber & Land Company on April 4, 2014. The application site is located at 3400 Foley Road, across the street from the Buckeye mill. The proposed amendment is intended to change approximately 55 acres of property from the Mixed Use Rural Residential land use category to an Industrial land use. The county map system does not depict any environmentally sensitive areas on the proposed site and the site was historically used for heavy equipment maintenance and repair.

A public hearing was held before the Taylor County Planning Board on May 1, 2014, and at the conclusion of the hearing the Planning Board voted unanimously to recommend approval of the application by the County Commission. On May 20, 2014 The County Commission voted to continue the hearing until June 2, 2014.

The hearing before the County Commission is a transmittal hearing, and if approved, the amendment will be forward to the Florida DEO. A second hearing will be required at a later date to adopt an ordinance enacting the amendment.

Options:

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

Attachments:

1. Copy of application w/location map.
2. Copy of ordinance.
3. Planning Board resolution.
4. NCFRPC review documents.

ORDINANCE NO. _____

AN ORDINANCE OF TAYLOR COUNTY, FLORIDA, AMENDING THE FUTURE LAND USE PLAN MAP OF THE TAYLOR COUNTY COMPREHENSIVE PLAN, AS AMENDED; RELATING TO AN AMENDMENT OF MORE THAN TEN ACRES OF LAND, PURSUANT TO AN APPLICATION, CPA 14-01, BY THE PROPERTY OWNER OF SAID ACREAGE, UNDER THE AMENDMENT PROCEDURES ESTABLISHED IN SECTIONS 163.3161 THROUGH 163.3248, FLORIDA STATUTES, AS AMENDED; PROVIDING FOR CHANGING THE LAND USE CLASSIFICATION FROM MIXED USE-RURAL RESIDENTIAL (LESS THAN OR EQUAL TO 1 DWELLING UNIT PER 2 ACRES) TO INDUSTRIAL OF CERTAIN LANDS WITHIN THE UNINCORPORATED AREA OF TAYLOR COUNTY, FLORIDA; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Section 125.01, Florida Statutes, as amended, 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, as amended, the Local Government Comprehensive Planning and Land Development Regulation 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 the Land Development Code, hereinafter referred to as the Land Development Code, 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, and at said public hearing, the Planning Board, serving also as the Local Planning Agency, reviewed and considered all comments received during said public hearing and the Concurrency Management Assessment 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, pursuant to the procedures established in Sections 163.3161 through 163.3215, Florida Statutes, as amended, 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 the public hearings, including the recommendation of the Planning Board, serving also as the Local Planning Agency, and the Concurrency Management Assessment concerning said application for an amendment, as described below;

WHEREAS, the Board of County Commissioners has determined and found said application for an amendment, as described below, to be compatible with the Land Use Element objectives and policies, and those of other affected elements of the Comprehensive Plan; 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 14-01, by Foley Timber and Land Company, Limited Partnership, to amend the Future Land Use Plan Map of the Comprehensive Plan by changing the land use classification of certain lands, the land use classification is hereby changed from MIXED USE-RURAL RESIDENTIAL (less than or equal to 1 dwelling unit per 2 acres) to INDUSTRIAL on the property described, as follows:

A parcel of land lying in Section 4, Township 5 South, Range 8 East, Taylor County, Florida. Being more particularly described, as follows: The East 1/2 of the Southwest 1/4 of said Section 4 lying Northwesterly of County Road 30, the Northwest 1/4 of the Southeast 1/4 of said Section 4 lying Northwesterly of said County Road 30 and the North 210.00 feet of the East 210.00 feet of the Northwest 1/4 of the Southwest 1/4 of said Section 4.

Containing 55.00 acres, more or less.

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

Section 3. Conflict. All ordinances or portions of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

Section 4. 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 Department of Economic Opportunity notifies the local government that the plan amendment package is complete. If timely challenged, this amendment shall become effective on the date the Department of Economic Opportunity 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 Department of Economic Opportunity.

Section 5. 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 _____ 2014.

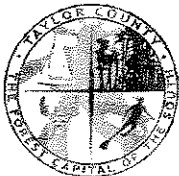
PASSED AND DULY ADOPTED, in regular session with a quorum present and voting, by the Board of County Commissioners this _____ day of _____ 2014.

Attest:

BOARD OF COUNTY COMMISSIONERS
OF TAYLOR COUNTY, FLORIDA

Annie Mae Murphy, County Clerk

Malcolm V. Page, Chairman



1215

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

APPLICATION FOR AMENDMENT OF THE TAYLOR COUNTY COMPREHENSIVE PLAN

Fee: \$ 5,000.00

Amendment #: CPA 14-01

Name of Applicant(s): Foley Timber and Land Company, Limited Partnership

Address: 1700 Foley Lane, Perry, FL 32347

Telephone: 850-838-2200

Name of Applicant's Agent (if applicable): Angus B. Taff, III ("Bo")

Address: 1700 Foley Lane, Perry, FL 32347

Telephone: 850-838-2200

Please complete the following for proposed amendments to the Future Land Use Map. For amendments to the text of the Comprehensive Plan, which do not require a Future Land Use Plan Map amendment, please omit responses to Part I and complete only Part II of this application.

PART I

Legal Description:

PARCEL I.D. # 04-05-08-08125-050

ONE ACRE IN NE CORNER OF NW1/4 OF SW1/4 DESCRIBED AS: BEGIN AT THE NE CORNER OF THE NW1/4 OF SW1/4 THEN RUN SOUTH ON FORTY LINE 210 FEET, THEN WEST 210 FEET, THEN NORTH 210 FEET TO FORTY LINE, THEN EAST ON FORTY LINE 210 FEET TO POB; THAT PORTION OF THE E1/2 OF SW1/4 AND THE NW1/4 OF SE1/4 LYING NORTH AND WEST OF COUNTY ROAD NO. 30; LESS AND EXCEPT- COUNTY ROAD R/W

Total Acreage of land to be considered under amendment: Approximately 55+/- acres

Property Street Address: 3400 Foley Road, Perry, FL 32348

Applicants Interest in the Subject Property: Owner

Property Owners Name: Foley Timber and Land Company, Limited Partnership

Property Owners Address: 1700 Foley Lane, Perry, FL 32347

Existing Land Use Activities: Heavy Equipment Maintenance and Repair

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: Mixed Use Rural Residential (includes small scale industrial)
Plan Map

Category: Requested: Industrial

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.

August B. Taff III
Applicant Name (Type or Print)

August B. Taff III
Applicant Signature

Date: 4/3/14

**APPLICATION FOR AMENDMENT
OF THE TAYLOR COUNTY COMPREHENSIVE PLAN**

Part II

Applicant: Foley Timber and Land Company, Limited Partnership

1. The Text of the Proposed Amendment

N/A. This is a Map Amendment.

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

Taylor County, through the Taylor County Development Authority and other means, is aggressively pursuing the recruitment of manufacturing companies in order to help bring new private sector jobs and investment into the County. Further, the State of Florida is increasing efforts to attract job-generating businesses to Florida and is looking for industrial properties suitable for locating prospective manufacturing companies. These sites ideally have industrial land use classifications, are proximate to central water, sewer, rail, and natural gas, and are served by electric power companies with favorable rate structures. The County has industrial land use areas, but many of these properties lack adjacent infrastructure and are solely within only one of the two electric power providers servicing the Taylor County area. To increase Taylor County's competitiveness to attract job- and investment-generating economic development projects, it has become important to have industrial sites that include as many of the infrastructure assets noted above as possible. The property subject this amendment is adjacent to central water, sewer, rail, and natural gas. It is also within a second electric power provider's service area, has been used for years as a site that is similar to an industrial use and is proximate to other industrial use property. The subject property has emerged as a prime location for attracting job-generating businesses and their associated capital investment to Taylor County.

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

As noted above, the Taylor County community is working hard to attract manufacturing and other businesses to the County in an effort to help create new, private sector jobs and investment and to diversify the economy. An increase in direct and indirect employment will have an associated, positive "ripple" effect in the economy. The increase in taxable capital investment will provide additional funding for schools, infrastructure and other important community services. The establishment of new, primary businesses in the County will also expose the community to new vendors and suppliers and expand the skills of local workers. Approving the Map amendment will position the subject property to immediately become one of the most competitive industrial sites within North Central Florida and thus ideal for attracting new, job- and investment-generating manufacturing companies to Taylor County. The site has been used for years as a site similar to an industrial use and is adjacent to the largest industrial complex in Taylor County and one of the largest in the State. It also has the necessary utility infrastructure to adequately serve an industrial use. If this land use change is approved, it will position the community with a site advantage for attracting the jobs and investment needed in the community. Without this land use change, it is likely businesses seeking an industrial site that provides adjacent utility infrastructure and is within the service area of a major, interstate, electric power provider, would locate outside Taylor County.

**APPLICATION FOR AMENDMENT
OF THE TAYLOR COUNTY COMPREHENSIVE PLAN**

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

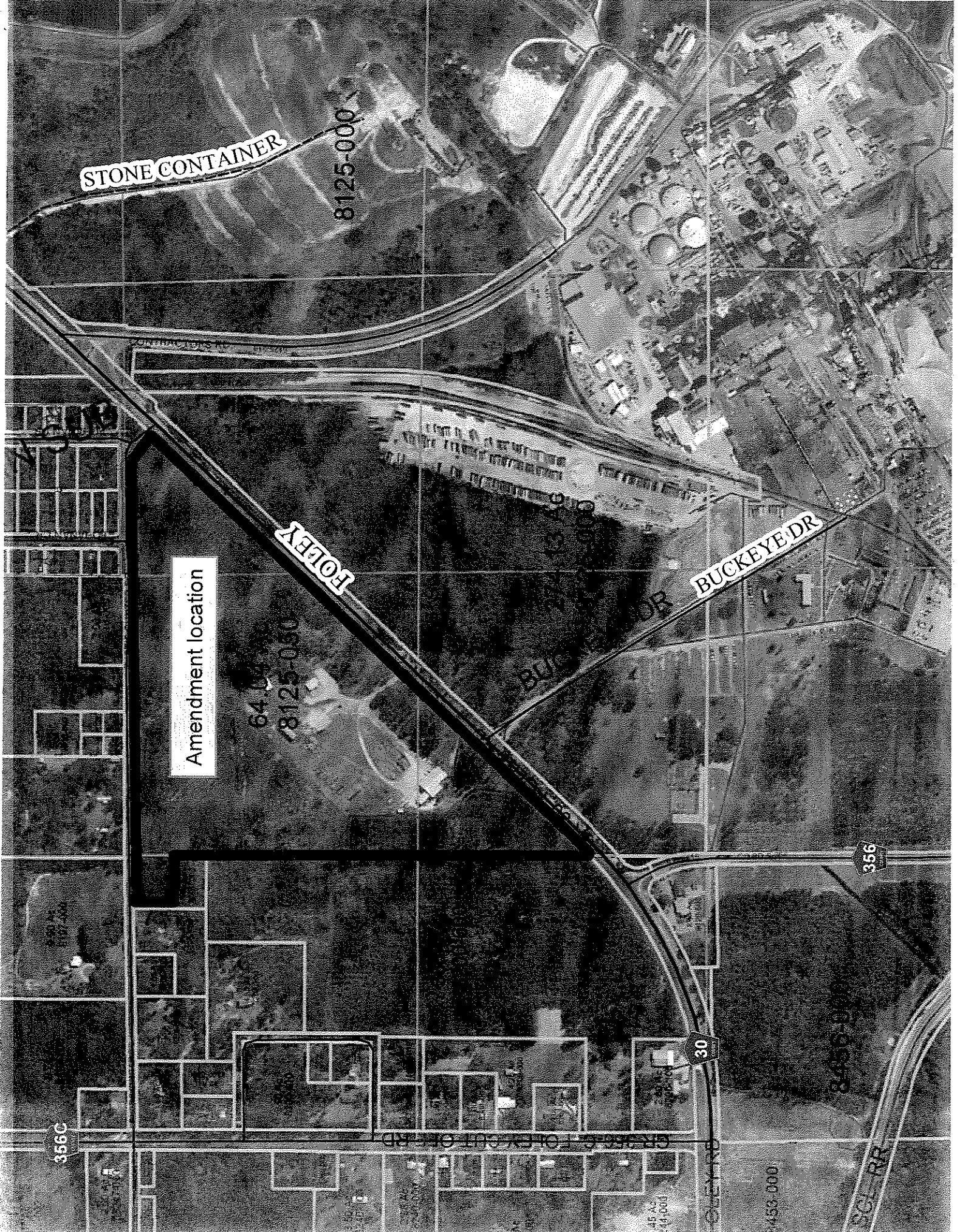
Taylor County is one of only a hand-full of Florida Counties with an Economic Development Element in its Comprehensive Plan. The County is focused on diversifying and growing its economy. As part of the County's recent EAR-Based Amendments, approved by the State of Florida, Taylor County recently amended its Future Land Use Element to create areas that support industrial land uses and the creation of jobs. The subject property is located within an area as described in an overlay to the County's Comprehensive Plan that supports these goals. Further, the subject property is adjacent to the largest industrial complex in the County and one of the largest in the state of Florida. The industrial use designation would support vertical integration of public infrastructure by serving multiple large employers utilizing existing infrastructure and thus minimize the inconveniences of new infrastructure construction. It will also support the clustering of industrial uses.

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

- a. Is Compatible With Existing Land Uses:** The area of this proposed amendment is proximate to industrial land use and the largest industrial employer in the County. It would be served by the same road and rail system that serves the contiguous industrial area. The past use of the area of this amendment included significant, heavy equipment maintenance, repair and movement in and off the site.
- b. Affects the Capacities of Public Facilities and Services:** As the immediate area is currently an industrial area and its transportation and utility infrastructure is designed for industrial use, this proposed amendment should not have a significant impact on public facilities and services. Emergency services are currently sited to adequately serve this immediate area, and this slight expansion of the industrial land use area should not require any significant changes or additional emergency infrastructure.
- c. Affects the Natural Environment:** The proposed property does not have any significant wetlands, and is mostly out of any flood zone. It has been used for uses similar to industrial for decades. Any potential impacts by future users of the property would be evaluated at the time of their use.
- d. Will result in an Orderly and Logical Development Pattern:** The approval of this application would merely append to and slightly enlarge an existing industrial land use area. It would be an orderly and logical development amendment, which would have tremendous economic benefits for Taylor County.

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.



STONE CONTAINER

8125-000

Amendment location

64.04 AC
8125-030

FOLEY

BUCKEYE DR

356

30

356C

8456-000

8453-000

SCL RR

GRAND FOLLY CUT OFF RD

4.45 AC
8244-000

3.25 AC
8245-000

3.25 AC
8246-000

3.25 AC
8247-000

3.25 AC
8248-000

3.25 AC
8249-000

3.25 AC
8250-000

RESOLUTION NO. PB/LPA/CPA 14-01

A RESOLUTION OF THE PLANNING BOARD OF TAYLOR COUNTY, FLORIDA, SERVING ALSO AS THE LOCAL PLANNING AGENCY OF TAYLOR COUNTY, FLORIDA; RECOMMENDING TO THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA, APPROVAL OF AN AMENDMENT OF MORE THAN TEN ACRES OF LAND TO THE FUTURE LAND USE PLAN MAP OF THE TAYLOR COUNTY COMPREHENSIVE PLAN, PURSUANT TO AN APPLICATION BY THE PROPERTY OWNER OF SAID ACREAGE, UNDER THE AMENDMENT PROCEDURES ESTABLISHED IN SECTIONS 163.3161 THROUGH 163.3248, FLORIDA STATUTES, AS AMENDED; PROVIDING FOR A CHANGE IN THE LAND USE CLASSIFICATION FROM MIXED USE-RURAL RESIDENTIAL (LESS THAN OR EQUAL TO 1 DWELLING UNIT PER 2 ACRES) TO INDUSTRIAL OF CERTAIN LANDS WITHIN THE UNINCORPORATED AREA OF TAYLOR COUNTY, FLORIDA; REPEALING ALL RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Taylor County Land Development Code, hereinafter referred to as the Land Development Code, empowers the Planning Board of Taylor County, Florida, hereinafter referred to as the Planning Board, to recommend to the Board of County Commissioners of Taylor County, Florida, hereinafter referred to as the Board of County Commissioners, approval or denial of amendments to the Taylor County Comprehensive Plan, hereinafter referred to as the Comprehensive Plan, in accordance with said code;

WHEREAS, Sections 163.3161 to 163.3248, Florida Statutes, as amended, the Community Planning Act, empowers the Local Planning Agency of Taylor County, Florida, hereinafter referred to as the Local Planning Agency, to recommend to the Board of County Commissioners approval or denial of amendments to the Comprehensive Plan, in accordance with said statute;

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

WHEREAS, the Planning Board has been designated as the Local Planning Agency;

WHEREAS, pursuant to the Land Development Code and Section 163.3174, Florida Statutes, as amended, the Planning Board, serving also as the Local Planning Agency, held the required public hearing, with public notice, on said application for an amendment, as described below, and considered all comments received during said public hearing and the Concurrency Management Assessment concerning said application for an amendment, as described below;

WHEREAS, the Planning Board, serving also as the Local Planning Agency, has determined and found said application for an amendment, as described below, to be compatible with the Land Use Element objectives and policies, and those of other affected elements of the Comprehensive Plan;

WHEREAS, the Planning Board, serving also as the Local Planning Agency, 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; and

WHEREAS, the Planning Board, serving also as the Local Planning Agency, has studied and considered the items enumerated in Section 12.09.03 of the Land Development Code and based upon said study and consideration has determined and found that:

- a. The proposed amendment is not in conflict with any applicable provisions of the Land Development Code;
- b. The proposed amendment is consistent with all elements of the Comprehensive Plan;
- c. The proposed amendment is not inconsistent with existing and proposed land uses;
- d. There have been changed conditions that require an amendment;

- e. The proposed change will not result in a population density pattern and increase or overtaxing of the load on public facilities such as schools, utilities and streets;
- f. The proposed change will not seriously reduce light and air to adjacent areas;
- g. The proposed change will not adversely affect property values in the adjacent area;
- h. The proposed amendment will result in an orderly and logical development pattern; and
- i. The proposed amendment will not be in conflict with the public interest, and will be in harmony with the purpose and interest of the Land Development Code.

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING BOARD OF TAYLOR COUNTY, FLORIDA, SERVING ALSO AS THE LOCAL PLANNING AGENCY OF TAYLOR COUNTY, FLORIDA, THAT:

Section 1. Pursuant to an application, CPA 14-01, by Foley Timber and Land Company, Limited Partnership, to amend the Future Land Use Plan Map of the Comprehensive Plan by changing the land use classification of certain lands, the Planning Board, serving also as the Local Planning Agency, recommends to the Board of County Commissioners that the land use classification be changed from MIXED USE-RURAL RESIDENTIAL (less than or equal to 1 dwelling unit per 2 acres) to INDUSTRIAL for property described, as follows:

A parcel of land lying in Section 4, Township 5 South, Range 8 East, Taylor County, Florida. Being more particularly described, as follows: The East 1/2 of the Southwest 1/4 of said Section 4 lying Northwesterly of County Road 30, the Northwest 1/4 of the Southeast 1/4 of said Section 4 lying Northwesterly of said County Road 30 and the North 210.00 feet of the East 210.00 feet of the Northwest 1/4 of the Southwest 1/4 of said Section 4.

Containing 55.00 acres, more or less.

Section 2. All resolutions or portions of resolutions in conflict with this resolution are hereby repealed to the extent of such conflict.

Section 3. This resolution shall become effective upon adoption.

PASSED AND DULY ADOPTED, in regular session with a quorum present and voting, by the Planning Board, serving also as the Local Planning Agency, this 1ST day of May 2014.

Attest:

PLANNING BOARD OF
TAYLOR COUNTY, FLORIDA,
SERVING ALSO AS THE
LOCAL PLANNING AGENCY OF
TAYLOR COUNTY, FLORIDA


William D. Griner, County Building Official


Michael Lynn, Chairman

NOTICE OF LAND USE CHANGE

The Board of County Commissioners of Taylor County, Florida, proposes to regulate the use of land within the area as shown on the map below by amending the Future Land Use Plan Map of the Taylor County Comprehensive Plan, hereinafter referred to as the Comprehensive Plan, as follows:

CPA 14-01, an application by Foley Timber and Land Company, Limited Partnership, to amend the Future Land Use Plan Map of the Comprehensive Plan by changing the land use classification from MIXED-USE RURAL RESIDENTIAL (less than or equal to 1 dwelling unit per 2 acres) to INDUSTRIAL on the property described below, as follows:

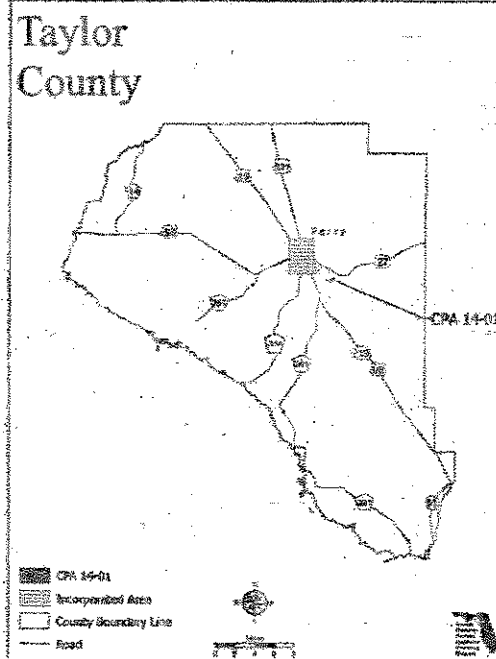
A parcel of land lying in Section 4, Township 5 South, Range 8 East, Taylor County, Florida. Being more particularly described, as follows: The East 1/2 of the Southwest 1/4 of said Section 4 lying Northwesternly of County Road 30, the Northwest 1/4 of the Southeast 1/4 of said Section 4 lying Northwesternly of said County Road 30 and the North 210.00 feet of the East 210.00 feet of the Northwest 1/4 of the Southwest 1/4 of said Section 4.

Containing 55.00 acres, more or less.

The first of two public hearings on the proposed amendment will be held May 20, 2014 at 6:00 p.m., or as soon thereafter as the matter can be heard, in the Board of County Commissioners Meeting Room, Administrative Complex located at 201 East Green Street, Perry, Florida.

The Board of County Commissioners will hold the public hearing to consider the amendment, conduct a first reading of the ordinance adopting the amendment and consider transmittal of the amendment to the Florida Department of Economic Opportunity. The title of said ordinance shall read, as follows:

AN ORDINANCE OF TAYLOR COUNTY, FLORIDA, AMENDING THE FUTURE LAND USE PLAN MAP OF THE TAYLOR COUNTY COMPREHENSIVE PLAN, AS AMENDED; RELATING TO AN AMENDMENT OF MORE THAN TEN ACRES OF LAND, PURSUANT TO AN APPLICATION, CPA 14-01, BY THE PROPERTY OWNER OF SAID ACREAGE, UNDER THE AMENDMENT PROCEDURES ESTABLISHED IN SECTIONS 163.3161 THROUGH 163.3248, FLORIDA STATUTES, AS AMENDED; PROVIDING FOR CHANGING THE LAND USE CLASSIFICATION FROM MIXED USE RURAL RESIDENTIAL (LESS THAN OR EQUAL TO 1 DWELLING UNIT PER 2 ACRES) TO INDUSTRIAL OF CERTAIN LANDS WITHIN THE



UNINCORPORATED AREA OF TAYLOR COUNTY, FLORIDA; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE

The public hearing may be continued to one or more future dates. Any interested party shall be advised that the date, time and place of any continuation of the public hearing shall be announced during the public hearing and that no further notice concerning this matter will be published, unless said continuation exceeds six calendar weeks from the date of the above referenced public hearing.

At the aforementioned public hearing, all interested parties may appear and be heard with respect to the amendment and the ordinance adopting said amendment.

Copies of the amendment and the ordinance adopting said amendment are available for public inspection at the Office of the County Administrator, Administrative Complex, located at 201 East Green Street, Perry, Florida, during regular business hours.

All persons are advised that if they decide to appeal any decision made at the above referenced public hearing, they will need a record of the proceedings, and that, for such purpose, they 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.

Persons with disabilities requesting reasonable accommodations to participate in this proceeding should contact 352.463.3169 (Voice & TDD) or via Florida Relay Service 800.955.8771.

MALCOLM V. PAGE
District 1

JIM MOODY
District 2

JODY DEVANE
District 3

PAM FEAGLE
District 4

PATRICIA PATTERSON
District 5



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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

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

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

May 1, 2014

TO: Board of County Commissioners

FROM: Planning Board

SUBJECT: Application No. CPA 14-01 (Foley Timber and Land Company, LP)

Concurrency Management Assessment
Concerning an Amendment to the
Future Land Use Plan Map of the Comprehensive Plan

Land use amendment requests are ineligible to receive concurrency reservation because they are conceptual and, consequently, do not allow an accurate assessment of public facility impacts. Therefore, the following information is provided, which quantifies for the purposes of a nonbinding concurrency determination, the demand and residual capacities for public facilities required to be addressed within the Concurrency Management System.

CPA 14-01, an application by Foley Timber and Land Company, Limited Partnership, to amend the Future Land Use Plan Map of the Comprehensive Plan by changing the land use classification from MIXED USE-RURAL RESIDENTIAL (less than or equal to 1 dwelling unit per 2 acres) to INDUSTRIAL on the property described below, as follows:

A parcel of land lying in Section 4, Township 5 South, Range 8 East, Taylor County, Florida. Being more particularly described, as follows: The East 1/2 of the Southwest 1/4 of said Section 4 lying Northwesterly of County Road 30, the Northwest 1/4 of the Southeast 1/4 of said Section 4 lying Northwesterly of said County Road 30 and the North 210.00 feet of the East 210.00 feet of the Northwest 1/4 of the Southwest 1/4 of said Section 4.

Containing 55.00 acres, more or less.

Availability of and Demand on Public Facilities

Potable Water Impact -

The site is not located within a community potable water system. Consequently, the uses to be located on the site will need to be served by individual water wells. The individual potable water wells are anticipated to meet or exceed the adopted level of service standard established within the Comprehensive Plan.

During the calendar year 2013, there was 3,349 square feet of general office use, 10,247 square feet of heavy equipment repair use and 2,269 square feet of warehousing use located on the site.

An average general office use is estimated to have 3.39 employees per 1,000 square feet gross floor area.

Based upon potable water usage of 30 gallons per employee per day.

$3,349 \text{ (3,349 square feet gross floor area)} \times 3.39 \text{ (employees per 1,000 square feet gross floor area)} = 12 \text{ employees} \times 30 \text{ (gallons of potable water usage per employee per day)} = 360 \text{ gallons of potable water usage per day.}$

An average light industrial use is estimated to have 1.82 employees per 1,000 square feet gross floor area.

Based upon potable water usage of 22.5 gallons per employee per day.

$10,247 \text{ (10,247 square feet gross floor area)} \times 1.82 \text{ (employees per 1,000 square feet gross floor area)} = 19 \text{ employees} \times 22.5 \text{ (gallons of potable water usage per employee per day)} = 428 \text{ gallons of potable water usage per day.}$

Based upon potable water usage of 15 gallons per 1,000 square feet gross floor area of warehousing use per day.

$2,269 \text{ (2,269 square feet gross floor area)} \times 15 \text{ (gallons of potable water usage per 1,000 square feet gross floor area per day)} = 35 \text{ gallons of potable water usage per day.}$

Therefore, the estimated potable water usage per day = 823 gallons of potable water usage per day
(360 + 428 + 35 = 823)

The proposed amendment could theoretically result in 598,950 square feet of industrial land use on the site.

An average industrial land use is estimated to have 1.87 employees per 1,000 square feet gross floor area.

Based upon potable water usage of 22.5 gallons per employee per day.

$598,950 \text{ (598,950 square feet gross floor area)} \times 1.87 \text{ (employees per 1,000 square feet gross floor area)} = 1,121 \text{ employees} \times 22.5 \text{ (gallons of potable water usage per employee per day)} = 25,223 \text{ gallons of potable water usage per day.}$

Therefore, the estimated net increase in potable water usage per day = 24,400 gallons of potable water usage per day ($25,223 - 823 = 24,400$).

Sanitary Sewer Impact -

The site is not located within a community centralized sanitary sewer system. Consequently, the uses to be located on the site will be served by individual septic tanks. The individual septic tanks are anticipated to meet or exceed the adopted level of service standard established within the Comprehensive Plan.

During the calendar year 2013, there was 3,349 square feet of general office use, 10,247 square feet of heavy equipment repair use and 2,269 square feet of warehousing use located on the site.

An average general office use is estimated to have 3.39 employees per 1,000 square feet gross floor area.

Based upon an average of 23 gallons of sanitary sewer effluent per employee per day.

$3,349$ (3,349 square feet gross floor area) \times 3.39 (employees per 1,000 square feet gross floor area) = 12 employees \times 23 (gallons of sanitary sewer effluent per employee per day) = 276 gallons of sanitary sewer effluent per day.

An average light industrial use is estimated to have 1.82 employees per 1,000 square feet gross floor area.

Based upon an average of 17.25 gallons of sanitary sewer effluent per employee per day.

$10,247$ (10,247 square feet gross floor area) \times 1.82 (employees per 1,000 square feet gross floor area) = 19 employees \times 17.25 (gallons of sanitary sewer effluent per employee per day) = 328 gallons of sanitary sewer effluent per day.

Based upon sanitary sewer effluent of 12 gallons per 1,000 square feet gross floor area of warehousing use per day.

$2,269$ (2,269 square feet gross floor area) \times 12 (gallons of sanitary sewer effluent per 1,000 square feet gross floor area per day) = 28 gallons of sanitary sewer effluent per day.

Therefore, the estimated sanitary sewer effluent per day = 632 gallons of sanitary sewer effluent per day ($276 + 328 + 28 = 632$)

The proposed amendment could theoretically result in 598,950 square feet of industrial land use on the site.

An average industrial land use is estimated to have 1.87 employees per 1,000 square feet gross floor area.

Based upon an average of 17.25 gallons of sanitary sewer effluent per employee per day.

$598,950$ (598,950 square feet gross floor area) \times 1.87 (employees per 1,000 square feet gross floor area) = 1,121 employees \times 17.25 (gallons of sanitary sewer effluent per employee per day) = 19,338 gallons of sanitary sewer effluent per day.

Therefore, the estimated net increase in sanitary sewer effluent per day = 18,706 gallons of sanitary sewer effluent per day ($19,338 - 632 = 18,706$).

Solid Waste Impact -

Solid waste disposal is provided for uses to be located on the site at the Aucilla Area Solid Waste Facility. The level of service standard established within the Comprehensive Plan for the provision of solid waste disposal is currently being met or exceeded.

During the calendar year 2013, there was 3,349 square feet of general office use, 10,247 square feet of heavy equipment repair use and 2,269 square feet of warehousing located on the site.

An average general office use is estimated to generate 5.5 pounds of solid waste per 1,000 square feet gross floor area per day.

$3.349 (3,349 \text{ square feet gross floor area}) \times 5.5 (\text{pounds of solid waste per 1,000 square feet gross floor area per day}) = 19 \text{ pounds of solid waste per day.}$

Based upon 5.5 pounds of solid waste per 1,000 square feet gross floor area of light industrial use per day.

$10.247 (10,247 \text{ square feet gross floor area}) \times 5.5 (\text{pounds of solid waste per 1,000 square feet gross floor area per day}) = 57 \text{ pounds of solid waste per day.}$

Based upon 5.5 pounds of solid waste per 1,000 square feet gross floor area of warehousing use per day.

$2.269 (2,269 \text{ square feet gross floor area}) \times 5.5 (\text{pounds of solid waste per 1,000 square feet gross floor area per day}) = 13 \text{ pounds of solid waste per day.}$

Therefore, the estimated solid waste per day = 89 pounds of solid waste per day ($19 + 57 + 13 = 89$).

The proposed amendment could theoretically result in 598,950 square feet of industrial land use on the site.

Based upon 5.5 pounds of solid waste per 1,000 square feet gross floor area of industrial land use per day.

$598.950 (598,950 \text{ square feet gross floor area}) \times 5.5 (\text{pounds of solid waste per 1,000 square feet gross floor area per day}) = 3,295 \text{ pounds of solid waste per day.}$

Therefore, the estimated net change in solid waste generation per day = 3,206 pounds of solid waste per day ($3,295 - 89 = 3,206$).

Based upon the annual projections of solid waste disposal for the facility, solid waste facilities are anticipated to continue to meet or exceed the adopted level of service standard for solid waste facilities, as provided in the Comprehensive Plan, after adding the solid waste demand generated by the theoretical use of the site.

Drainage Impact -

Drainage facilities will be required to be provided for on site for the management of stormwater. As stormwater will be retained on site, there are no additional impacts to drainage systems as a result of the proposed amendment. The retention of stormwater on site will meet or exceed the adopted level of service standard established within the Comprehensive Plan.

Recreation Impact -

The level of service established in the Comprehensive Plan for the provision of recreation facilities is currently being met or exceeded.

The proposed amendment is anticipated to result in positive impacts to the recreation facilities.

As no population increase will result from the proposed amendment, there will be no need for additional recreational facilities as a result of the proposed amendment. Therefore, the proposed amendment is not anticipated to impact recreation facilities.

Recreation facilities are anticipated to continue to operate at a level of service which meets or exceeds the level of service standards established within the Comprehensive Plan after the potential use of the site.

Traffic Impact -

The road network serving the site is currently meeting or exceeding the level of service standard required for traffic circulation facilities as provided in the Comprehensive Plan.

During the calendar year 2013, there was 3,349 square feet of general office use, 10,247 square feet of heavy equipment repair use and 2,269 square feet of warehousing located on the site.

Summary of Trip Generation Calculations for a General Office Use.

Based upon an average of 1.49 trips per p.m. peak hour per 1,000 square feet gross floor area.

$3.349 (3,349 \text{ feet gross floor area}) \times 1.49 (\text{trips per } 1,000 \text{ square feet gross floor area}) =$
5 p.m. peak hour trips.

Summary of Trip Generation Calculations for a Light Industrial Use.

Based upon an average of 0.97 trips per p.m. peak hour per 1,000 square feet gross floor area.

$10.247 (10,247 \text{ feet gross floor area}) \times 0.97 (\text{trips per } 1,000 \text{ square feet gross floor area}) =$
10 p.m. peak hour trips.

Summary of Trip Generation Calculations for a Warehousing Use.

Based upon an average of 0.59 trips per p.m. peak hour per 1,000 square feet gross floor area.

Board of County Commissioners
Memorandum
Page 6

2.269 (2,269 feet gross floor area) x 0.59 (trips per 1,000 square feet gross floor area) = 2 p.m. peak hour trips.

Therefore, the estimated p.m. peak hour trips per day = 17 p.m. peak hour trips (5 + 10 + 2 = 17).

The proposed amendment could theoretically result in 598,950 square feet of industrial land use on the site.

Summary of Trip Generation Calculations for Industrial Use.

An industrial use is estimated to generate 0.68 trips per 1,000 square feet of use per p.m. peak hour.

598.950 (598,950 square feet gross floor area) x 0.68 (p.m. peak hour trips per 1,000 square feet gross floor area) = 408 p.m. peak hour trips

Therefore, the estimated net increase in p.m. peak hour trips per day = 391 p.m. peak hour trips (408 - 17 = 391).

Existing p.m. peak hour trips = 276 p.m. peak hour trips

The following table contains information concerning the assessment of the traffic level of service on the surrounding road network by the proposed amendment.

Level of Service	Existing PM Peak Hour Trips	Existing Level of Service	Reserved Capacity PM Peak Hour Trips for Previously Approved	Development PM Peak Hour Trips	PM Peak Hour Trips With Development	Level of Service with Development
U.S. 27 / S.R. 20 (from Connell Road (CR 275) to Lafayette County Line)	276a	B	0	391	667	C

a 2012 Annual Traffic Count Station Data, Florida Department of Transportation.

Source: Florida's Quality/Level of Service Handbook, Florida Department of Transportation, 2009.

Based upon the above analysis and an adopted level of service standard of "D" with a capacity of 1,350 p.m. peak hour trips the road network serving the site is anticipated to continue to meet the level of service standard required for traffic circulation as provided in the Comprehensive Plan after adding the projected number of theoretical trips associated with the proposed amendment.

Affordable Housing

The change in land use is not anticipated to have an effect on affordable housing stock.

Surrounding Land Uses

The existing land use of the site is industrial. The site is bounded on the north by single family residential land uses and vacant lands, on the east by industrial land uses, on the south by industrial land uses, and on the west by single family residential land uses and agricultural forest.

Historic Resources

According to the Florida Division of Historical Resources Master Site File, dated January 2013, there are known historic resource on the site.

Flood Prone Areas

According to the Federal Emergency Management Agency, Digital Flood Insurance Rate Map data layer, May 4, 2009, approximately 34 percent of the site is located within a flood prone area.

Wetlands

According to the Suwannee River Water Management Geographic Information Systems wetlands data layer, dated 2007, the site is not located within wetlands.

Minerals

According to Natural Resources, prepared by the North Central Florida Regional Planning Council, dated 1977, the site is within an area known to contain limestone deposits.

Soil Types

According to the U.S. Natural Resources Conservation Service, Soil Survey, dated 2000, the site is comprised of approximately 56 percent Ortega fine sand (0 to 5 percent slopes), approximately 24 percent Chipley sand (0 to 5 percent slopes) and approximately 20 percent Chipley-Lynn Haven, depressional-Boulogne complex (0 to 3 percent slopes).

Ortega fine sand (0 to 5 percent slopes) soils are nearly level and gently sloping, moderately well drained soils on the lowlands on the lower coastal plain.

Ortega fine sand (0 to 5 percent slopes) soils have slight limitations for building site development and moderate limitations for septic tanks absorption fields.

Chipley sand (0 to 5 percent slopes) soils are nearly level and gently sloping, somewhat poorly drained soils on the lowlands on the lower coastal plain.

Chipley sand (0 to 5 percent slopes) soils have severe limitations for building site development and for septic tank absorption fields.

Chipley-Lynn Haven, depressional-Boulogne complex (0 to 3 percent slopes) soils are nearly level and gently sloping, somewhat poorly drained to very poorly drained soils on the lowlands on the lower coastal plain.

Chipley-Lynn Haven, depressional-Boulogne complex (0 to 3 percent slopes) soils have moderate to severe limitations for building site development and severe limitations for septic tanks absorption fields.

High Aquifer Groundwater Recharge

According to the Areas of High Recharge Potential To the Floridan Aquifer, prepared by the Water Management District, dated July 17, 2001, the site is not located in an area of high aquifer groundwater recharge.

Vegetative Communities/Wildlife

According to the Data and Analysis Report, Vegetative Communities map, the site is located within a Nonvegetative and Agricultural community. There are no known wildlife habitats associated with a Nonvegetative and Agricultural community.

TAYLOR COUNTY PLANNING BOARD

Minutes

May 1, 2014

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

Members Present		Staff Present	Speakers Present	
Michael Lynn	Pam Wessels	Danny Griner	Bo Taff	Bob Brown
James Ross	Rick Breer	Ray Curtis	Scott Frederick	Cliff Burford
Dale Rowell			Brent Burford	Van Edith Burford
			Chastity Gunter	Reid Burford

1. **Approval of January 9, 2014 Minutes:** The Board considers approval of the draft minutes from the January 9, 2014 meeting. Pam Wessels makes a motion to approve the minutes as written; James Ross seconds the motion; the motion passes by unanimous vote.

PUBLIC HEARING

2. **Foley Timber & Land Future Land Use Map Amendment Public Hearing:** Michael Lynn opens the public hearing consisting of a Future Land Use Map (FLUM) amendment application submitted by the Foley Timber & Land Company requesting a land use change for approximately 55 acres of property from Mixed Use Rural Residential (MURR) to Industrial (I), located across from the Buckeye mill at 3400 Foley Road. Bo Taff addresses the board stating that the present use of the property is industrial related and present land use of MURR limits the development potential in attempts to draw developers to the site. Bo continues by stating that there is very little industrial property located in the Duke Energy service area and the location is a good site for industrial development due to the access road and available infrastructure such as; city water, gas and rail service. Bo then notes that many projects are time sensitive and "shovel ready" sites are much more competitive, continuing by detailing some of the issues experienced by AMTEC concerning availability of water, power, etc. due to the site not being "shovel ready". Bo continues by stating that the site is 55 acres in size and can attract jobs, noting that Foley had been encouraged to pursue the change by the development authority and the amendment is proposed by and related to Foley and not any specific project. Bo then points out some of the statements contained in the justification section of the application and notes that any proposed development would have to submit a development plan, further stating that the property is presently the MURR land use category and allows small-scale industrial uses and is in an area generally suited for industrial use, noting that development of the property would result in very little environmental impact and the site is located adjacent to existing industrial land use. Bo concludes by stating the land use change would result in orderly and logical development and respectfully requests a recommendation of approval by the board. Scott Frederick, director of the Taylor County Development Authority (TCDA), approaches the board and notes that economic benefits of the site, noting that Duke Energy has its own marketing team help generate prospects, noting that the site has been shown to three (3) different prospects and national consultants consider the site a good location to cluster industries, further noting that industrial corridors are preferred by companies. Scott then states that economic consultants consider the property to be a premier site due to the location across

from Georgia Pacific, easy highway access from a 4-lane highway, proximity to other main highways, availability of city infrastructure like water, gas, fiber optic, and rail access. Scott continues by stating that the site is ideal for manufacturing and is located in the enterprise zone, noting that it is the only site option that qualifies for new market tax credits and will be a catalyst and tremendous asset. Scott concludes by encouraging everyone to support the change. Brent Burford addresses the board stating that he is an adjacent land owner of approximately 40-acres and has concerns about an industrial use being pushed against his property when thousands of acres of industrial land that could be used already exists. Brent concludes by stating that families have lived in the area for many years and other sites are available without the need for a land use change. Van Edith Burford addresses the board stating that adjacent properties have been in the family for over sixty (60) years and numerous homes in the area would be impacted, further noting that power and fairpoint phone access is available in all areas. Van Edith concludes by stating that the land use should be left as is. Chastity Gunter appeals to the board to consider another site, as she does not want it located across the street and there are other places that would not affect children and other families. Cliff Burford approaches the board stating that he lives near the site with two (2) children and is opposed to the change since there are other sites available. Reid Burford addresses the board stating that he lives within five hundred (500) feet of the site and would like to see it left as is. Bo Taff states that he appreciates the comments of the speakers, but, it is important to note that the site is not residential and has been a small-scale industrial use for many years. Bo then describes the commercial uses presently allowed by the MURR land use category, noting that other available sites are scattered and lack access to necessary infrastructure and rail access. Bo then notes that the site is ideal for industrial use, further noting that the existing roads provide a natural buffer to some of the adjacent properties and restating that any development plan must come back before the board prior to development. Dale Rowell asks for clarification as to why this is the only site suitable and if there are others areas available. Bo Taff responds that this is the only site of this type that Foley has available. Bo further states that many developers prefer sites served by Duke Energy due to existing business relationships. Dale Rowell questions the one (1) acre portion of the amendment request that juts out at the northwest corner, noting that industrial buffers would be difficult to achieve due to the dimensions. Bo Taff agrees that industrial use on the one (1) acre portion would not work well. Bob Brown questions the setbacks for industrial uses required by the Land Development Code (LDC). Danny Griner responds that the industrial setbacks in the LDC are extremely lenient and buffers would have to be required by the Planning Board as part of development approval. Brent Burford asks about the viability of the industrial property located at the intersection of Boyd Road and US 221, noting that it has rail and highway access along with other infrastructure needs, concluding by stating his desire to get development away from neighborhoods and development should be practical for all involved. Brent then notes that the existing use on the proposed property provides a type of intensity buffer, further stating that the proposed change would result in additional traffic and there are other sites available. Dale Rowell asks about the requirement for a traffic study by a development proposal. Danny Griner responds by stating that the county opted out the traffic concurrency requirement of meeting level of service standards in the latest amendment to the Comprehensive Plan. Brent Burford addresses the board listing various industrial sites that could be developed instead of the proposed site. Bo Taff states that the sites in the northern part of the county have many assets, but are not served by Duke Energy. Scott Frederick states that he has shown the Boyd Road site numerous times and that the available infrastructure is a problem for developers, concluding by stating that the tax credit is federal money and the proposed site is the only

one that qualifies. Dale Rowell asks about the importance of being in the Duke Energy service area. Bo Taff responds that in Foley Timber & Lands opinion it is an important factor. Scott Frederick explains the difference in rates between Duke Energy and other providers. Brent Burford readdresses the board noting that AMTEC had no problem using Tri County Electric and onsite water availability and restates the availability of rail access at the Boyd Road site and the traffic increase at the proposed site. Brent concludes by stating that the prior use of the proposed property was not an issue, but more intense uses would impact people in the area. Scott Frederick points out that the proposed site has "curb appeal" and that economic development is critical, further stating that the county needs to put its best foot forward and the proposed site is one of the "hottest" sites in the county. Brent Burford asks if there was a matrix prepared that shows this is the best site. Scott Frederick responds that if there was a list of sites, this would be the top site. Brent Burford then asks why Regional Employment Centers (REC) were placed north of town but not being used. Van Edith Burford states that she understands that jobs are important, but we should not put the economy over people's quality of life, concluding by stating can't it go elsewhere. Bob Brown points out that the proposed site has city water, sewer and gas available. Pam Wessels asks about the availability of water and sewer at the industrial land near the airport. Bob Brown responds that water and sewer are not available at that location and notes that rail is not in that area either. Brent Burford restates that Boyd is an ideal location. Pam Wessels states that the proposed site is better for Steinhatchee workers than the Boyd site. Bo Taff restates his appreciation for the concerns of the adjacent landowners, then notes that a heavy utility user can experience up to one million (\$1,000,000) in savings from one year's usage by locating in the Duke Energy service area and that the proposed site has all of the pieces. Bo then restates that there is another "bite at the apple" to address the concerns of the public when a development plan comes forward. Dale Rowell states that he agrees with the benefits of the potential tax credit and being in the Duke Energy coverage area, but notes that the proposed area is next to residential areas and buffers need to be addressed by the Planning Board during the development phase to ensure adequate buffers are in place. Chastity Gunter explains to the board the impact of industrial use near her home and the negative effect on the ability for her children and family to sleep. Dale Rowell states that buffers can be addressed when a development plan comes forward. Rick Breer discloses that he was the prior director of TCDA before retiring and he has a mindset and base of knowledge that understands the benefits of the tax credit and Duke Energy being the energy provider for industrial use. Rick then notes the confluence of services available at the proposed site as opposed to the Boyd site. Rick Breer makes a motion to recommend approval of the amendment by the County Commission; James Ross seconds the motion; the motion passes by unanimous vote.



One Buckeye Drive
Perry, Florida 32348-7702

May 19, 2014

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

Re: Proposed Future Land Use Map (FLUM) Amendment by Foley Timber and Lands Company (FTLC)

Dear Mr. Griner:

I am writing in response to your letter dated May 6th, 2014 notifying Georgia-Pacific (GP) of the public hearing scheduled for May 20th to consider a proposed FLUM amendment by FTLC for a 55-acre parcel located near the GP Foley Mill.

GP does not object to the amendment and supports efforts to encourage economic development.


Our company encourages Taylor County to study, as part of the comprehensive planning process, potential traffic increases and safety design considerations specifically on County Road (CR) 30 and surrounding highways as potentially impacted by the proposed FLUM amendment. CR 30 is currently a two-lane highway with heavy industrial truck traffic. Such a study could be used to coordinate or enhance site ingress/egress design of existing or new business along the heavily travelled corridor.

As always, we look forward to working with you and all parties involved with this matter for the benefit of Taylor County. If you have any questions or if you would like to discuss the suggestion further, please let me know. I can be reached by phone at 850-584-1275 or by email at Scott.Mixon@gapac.com.

Sincerely,

Robert S. Mixon
Public Affairs Manager
Georgia-Pacific, LLC

- c. Dustin Hinkle, Manager, Taylor County
 Scott Frederick, Executive Director, Taylor County Development Authority
 Bob Brown, Manager, City of Perry
 Randal Morris, Senior Manager, GP Cellulose Communications and Public Affairs

TAYLOR COUNTY BOARD OF COMMISSIONERS	
County Commission Agenda Item	
SUBJECT/TITLE: 	Graphic Business Systems Yearly Maintenance Contract Approval
MEETING DATE REQUESTED:	June 2, 2014

Statement of Issue: Graphic Business Systems Maintenance Agreement Contract
Approval of County Administrators Signature

Recommended Action: Approve

Fiscal Impact:

Submitted By: Clay Olson, Taylor County Extension Director

Contact: Clay Olson, Taylor County Extension Director

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Attachments:

Graphics Business Systems

Preventive Maintenance Agreement

Customer Name Taylor County Extension Office

Customer Address 203 Forrest Park Drive

Perry, FL. 32347

Equipment Information

Manufacturer	Model	Serial Number	Parts	inspections per year	amount of annual payment in advance
Risograph	RZ220	82550978	Y	4	\$ 850.00

Base Annual Volume _____ Overage Charge _____ Per copy

Beginning Copy Count _____

Parts Excluded Thermal Heads

Effective Dates 6-5-14 Through 6-4-15

Terms : See reverse side for full terms

Price reflects 18% discount for payment in advance

Customers authorized signature [Signature]

Title County Administrator date 5/22/14

Graphics Business Systems signature [Signature]

Title Vice President/Sales date 5/13-14

Return to Graphics Business Systems PO Box 180032 Tallahassee Fl. 32318
or fax to 850 575 8154

Terms and Conditions

All maintenance provided hereunder the Company shall be performed according to the following terms and conditions.

1. Customer agrees to:
 - a. Pay the per-year number of company invoices, each in the per-invoice amount indicated all in accordance with Company's normal payment terms.
 - b. Exert reasonable care in the operation of the equipment and perform the factory-recommended customer care and cleaning program described in the operating instructions for the equipment.
 - c. Replace all non-included parts and consumable and supply items as often is necessary to maintain the equipment in good operating condition.
 - d. Provide all power requirements and environmental conditions specified in the operating instructions for the equipment.
2. All maintenance inspections and intervening calls will be made during Company's normal hours. Calls requested for other than Company's normal working hours will be charged to Customer at Company's then-prevailing rate for after-hour service. The availability of after hour-service will be determined solely by Company.
3. The overhauling and/or rebuilding of the equipment is not provided under the terms of this plan. No such work will be performed until a written estimate of charges, including parts, transportation, and labor, has been submitted to and approved in writing by Customer.
4. When applicable, federal, state and local taxes (except taxes based on Company's net income) will be borne by Customer.
5. Company shall have no obligation hereunder to furnish any labor or parts for purposes of repairing damage to or defective performance of the equipment caused by any of the following: fire, accident, acts of God, misuse, neglect, improper usage, customer modifications, use of parts and/or supplies which were not sold by Company, Customer's failure to provide power and space requirements and/or environmental conditions specified in any document supplied by Company. In addition, equipment shall be excluded from coverage hereunder if the equipment is modified, moved, repaired or serviced during the plan by persons other than Company or Company's authorized representative.
6. Parts provided under this plan may be new, serviceable used, or reprogrammable items equivalent to new in performance.
7. COMPANY MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED OR ARISING BY OPERATION OF LAW, COURSE OF DEALING OR PERFORMANCE, TRADE PRACTICE, OR OTHERWISE. COMPANY HEREBY DISCLAIMS ALL SUCH OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. REPAIR OR REPLACEMENT OF DEFECTIVE PARTS SHALL BE THE SOLE OBLIGATION OF COMPANY. IN NO EVENT SHALL COMPANY BE LIABLE FOR INDIRECT, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES ARISING IN ANY MANNER WHATSOEVER, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
8. In no event shall Company be responsible for any delay or failure to perform under this plan where such delay is due to causes beyond Company's reasonable control.
9. This plan may be cancelled by Company at any time by thirty (30) days' advance written notice. Company will, in the event of such cancellation, refund a sum equivalent to a pro rata portion of any Customer prepayment less any amount due to Company from Customer.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

BOARD TO CONSIDER APPROVAL TO SOICIT A REQUEST FOR QUALIFICATIONS TO PROVIDE GENERAL ENGINEERING SERVICES.

MEETING DATE REQUESTED:

June 2, 2014

Statement of Issue:

The current continuing contract with CHW, Inc. for General Engeenering Services expires this year. Staff is requesting to solicit again for such services.

Recommended Action:

Staff recommends that the Board approve soliciting a request for qualifications to provide General Engineering Services in accordance with the Consultants' Competitive Negotiations Act (CCNA).

Fiscal Impact: EXPECTED TO BE 6~10% OF PROJECT COST BASIS

Budgeted Expense: YES

Submitted By: ENGINEERING DIVISION

Contact: COUNTY ENGINEER

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

In 2009, the Taylor County Board of County Commissioners, in conformance with the Consultants' Competitive Negotiations Act (CCNA), Florida Statutes Section 287.055, et seq. and the policies and procedures of Taylor County solicited for sealed statements of qualifications from qualified engineering firms that were interested in providing general engineering services for various planning, grants and public works studies, design, plans production, projects, construction management and inspection services. Statements were received by the Board on March 17, 2009 from two firms; Causseaux, Hewett & Walpole, Inc. (CHW) and Bailey, Bishop & Lane, Inc. (BBL). Subsequently, the Board approved a five-year contract with CHW for General Engineering Services consistent with the terms outlined in the solicitation. With the expiration of that contract, Staff is requesting to solicit again for such services. Staff has attached the proposed solicitation for statements of qualifications including a sample contract for Professional Consulting Services.

Options:

- 1) Approve the request to solicit a request for qualifications to provide General Engineering Services in accordance with the Consultants' Competitive Negotiations Act (CCNA).
- 2) Reject the proposed request and state reasons for decision.

Attachments:

General Engineering Services Request for Qualifications



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

NOTICE OF REQUEST FOR STATEMENTS OF QUALIFICATIONS

The Taylor County Board of County Commissioners, in conformance with the Consultants' Competitive Negotiations Act (CCNA), Florida Statutes §287.055, et seq. and the policies and procedures of Taylor County is soliciting sealed statements of qualifications from qualified professional engineering firms that are interested in providing general engineering services for various planning, grants and public works projects that require studies, design, plan production, and construction inspection/management services.

Qualified firms or individuals desiring to provide the required products or services must submit five (5) packages in a sealed envelope or similar package marked "***Sealed SOQ for Taylor County, Florida, Continuing Contract for Engineering Services***" to the Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street, Suite 102, Perry, Florida 32347, to arrive no later than 4:00 P.M., local time, on 3rd of July, 2014. All SOQs **MUST** have the respondent's name and mailing address clearly shown on the outside of the envelope or package when submitted. SOQs will be opened and respondents announced at 6:xx P.M. local time, or as soon thereafter as practical, on 7th. of July, 2014, in the Taylor County Administrative Complex, 201 East Green Street, Perry, Florida 32347.

SOQ information may be obtained from the Clerk of Court, 1st. Floor Courthouse, 108 North Jefferson Street, Suite 102, Perry, Florida 32347, (850) 838-3506 or downloaded from the Taylor County web site: <http://www.taylorcountygov.com/Bids/Index.htm>.

The County reserves the right, in its sole and absolute discretion, to reject any or all SOQs, to cancel or withdraw this solicitation at any time and waive any irregularities in the RFQ process. The County reserves the right to award any contract to the respondent which it deems to offer the best overall service; therefore, the County is not bound to award any contract(s) based on the lowest quoted price. The County, in its sole and absolute discretion, also reserves the right to waive any minor defects in the process and to accept the proposal deemed to be in the County's best interest. **No faxed SOQs will be accepted.**

Additional information may be obtained from:

Taylor County Engineering Department
201 East Green Street
Perry, FL 32347
(850) 838-3500, Ext 4.

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



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

ANNIE MAE MURPHY, Clerk
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(850) 838-3506 Phone
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Perry, Florida 32347
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CONRAD C. BISHOP, JR., County Attorney
Post Office Box 167
Perry, Florida 32348
(850) 584-6113 Phone
(850) 584-2433 Fax

GENERAL CONSIDERATIONS

1. Statements of Qualifications must be submitted by mail or in person to the Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street, Suite 102, Perry, Florida 32347.
2. Responders, who elect to send sealed Statements of Qualifications via overnight express, must send them to the physical address of: Clerk of Court, 1st floor Courthouse, Suite 102, 108 North Jefferson Street, Perry, Florida 32347.
3. Statements of Qualifications that are not delivered to the physical address of the Clerk of Court prior to the specified time will not be considered and will be returned to the responder unopened.
4. Once opened no Statement of Qualification may be withdrawn prior to the Board of County Commissioners action without written consent of the Clerk of Court.
5. It is the responsibility of the Responders to fully understand and follow all conditions and specifications contained in this request.
6. The Respondent shall be licensed to work in Taylor County on all areas of work outlined in this proposal.
7. Statements of Qualifications must include a completed Florida Public Entity Crimes Statement as required by F.S. §287.133 (3) (a).
8. Statements of Qualifications must include a completed Drug Free Work Place Statement as outlined by F.S. §287.087.
9. All Statements of Qualifications require a current Certificate of Insurance listing Taylor County as an "Additional Insured" and the following coverages on the respondent: \$1,000,000 Errors and Omissions, \$1,000,000 General Liability and Workers' Compensation Insurance. Alternatively, Respondents may provide a sworn statement from an insurance agent, verifying that if the Respondent is awarded the bid, Certificates of Insurance will be issued to the Respondent in the amounts required within thirty (30) days of the acceptance of the proposal. Additionally, all proposed subcontractors shall be insured under the Respondent's policies. All coverages for subcontractors shall be the same as the requirements stated herein.

10. Responders shall include certification information showing Workers' Compensation Insurance/Exemption on all employees working on the project. Workers' Compensation exemptions will be accepted upon providing a current exemption certificate, Articles of Incorporation, and a signed Taylor County Workers' Compensation Hold Harmless Agreement.
11. Any Respondent, who does not furnish the required insurance documents within thirty (30) days after acceptance of the proposal, is hereby advised that the bid will be given to the next lowest Respondent who meets all proposal specifications.
12. Typical Scope of Services: The scope of work to be performed under Task Orders may consist of, but will not necessarily be limited to:
 - a. **Transportation**
 - i. Rural Roadway Planning and Design
 - ii. Urban Roadway Planning and Design
 - iii. Intersection Planning and Design
 1. Conduct and analyze signal warrant analysis
 2. Conduct and analyze roundabout justification studies
 3. Structural design for traffic signals
 4. Conduct, review and analyze transportation and traffic studies
 5. Conduct transportation network analysis
 6. Assist in transportation network concurrency management
 - b. **Construction Engineering and Inspection**
 - c. **Stormwater Management**
 - i. Stormwater management facility design
 - ii. Conduct, review and analyze drainage studies
 - iii. Stormwater permitting
 - d. **Planning, Design and Engineering Studies**
 - i. Evaluation, Permitting, siting, layout and design of County projects
 - e. **Developments of Regional Impact**
 - i. Review and analyze Development of Regional Impact submittals

Such services may be for Taylor County in-house projects, Consultant designed projects, and County Commission directed Task Orders or any combination thereof.

HOLD HARMLESS, RELEASE AND INDEMNITY AGREEMENT

COMES NOW, _____ (Engineer), after having obtained a State of Florida Workers' Compensation Exemption Certificate, a copy of which is attached hereto and marked Exhibit "A", and in Consideration of Taylor County (Owner) having accepted said Workers' Compensation exemption and Owner having agreed for Engineer to proceed with the following project, to-wit:

*Professional Engineering Services
Taylor County, Florida*

*For a term
through September 30, 2019 (if fully renewed)*

The term Engineer is hereby defined to include all owners, managing members, employees and successors contractually obligated to perform the above project.

The term Owner is hereby defined to include Taylor County Board of County Commissioners, it directors, employees, attorney(s), and designated representatives

1. Engineer hereby agrees to indemnify, hold harmless and defend Owner from any liability, claim, demand, action, cause of action, suit, loss, damage, expense, cost, attorney fee, settlement or judgment as a result any injury while performing the above project. I will not allow anyone to subcontract and no other person will be allowed on the job site.

2. Engineer also hereby agrees to indemnify, hold harmless and release Owner, from any liability, claim, demand, action, cause of action, suit, loss, damage, expense, cost, settlement or judgment for any medical, dental, orthopedic, surgery or any expense as a result of any injury on said project.

3. Engineer hereby agrees to release Owner from liability of whatever kind of nature as a result of any injury on the above project.

4. Engineer hereby agrees that venue of any litigation, as a result of this Hold Harmless Release and Indemnity Agreement shall be exclusively in Taylor County, Florida and the laws of the State of Florida shall govern.

5. Engineer hereby agrees that they have relied on the legal advice of an attorney and that they fully understand this agreement and have voluntarily executed same.

DONE AND EXECUTED this _____ day of _____, _____

WITNESS:

STATE OF _____

COUNTY OF _____

I hereby certify that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, _____, to me well known and known to me to be the individual described in and who executed the foregoing, and acknowledged before me that they executed the same freely and voluntarily for the purpose therein expressed.

Witness my hand and official seal this _____ day of _____, _____.

NOTARY PUBLIC

My Commission Expires: _____

Accepted by Taylor County, Florida this _____ day of _____, _____

By _____.

DRUG FREE WORKPLACE FORM

The undersigned in accordance with Florida Statute 287.087, hereby certifies that

_____ does:
(Name of Individual/Business/Consultant)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this Individual/Business/Consultant complies fully with the above requirements.

Respondents Signature

Date

**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. _____
for _____

2. This sworn statement is submitted by _____
(Name of entity submitting sworn statement)

Whose business address is _____
_____ and

(if applicable) its Federal Employer Identification Number (FEIN) is _____,
(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn
statement: _____.)

3. My name is _____ and my relationship to the entity
name above is _____.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287-133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

- a. A predecessor or successor of a person convicted of a public entity crime: or
- b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(g)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The

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

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

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

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

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

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

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

(Signature)

(Date)

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____,
(Name of individual signing)

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

NOTARY PUBLIC

My commission expires: _____

GENERAL ENGINEERING SERVICES

The Taylor County Board of County Commissioners, in conformance with the Consultants' Competitive Negotiations Act (CCNA), Florida Statutes § 287.055, et seq. and the policies and procedures of Taylor County, is soliciting sealed statements of qualifications from qualified professional engineering firms that are interested in providing general engineering services for various planning, grants and public works projects that require studies, design, plan production, and construction inspection/management services.

The scope of work to be performed under Task Orders issued pursuant to a continuing services contract may consist of, but will not necessarily be limited to; data collection, planning and engineering studies, design, preparation of construction plans and special provisions, and construction phase engineering inspection services for projects that may include but are not limited to: parks, roadways, trails, boat ramps, piers, roll-off sites, utilities, etc. Interested firms must be experienced in providing engineering services for projects of a scope and nature comparable to past and present County projects.

Contract Award:

In its sole and absolute discretion, the County may consider awarding continuing service contracts for General Engineering Services to up to three (3) firms deemed to be the most highly qualified to perform the required services. In determining whether a firm is qualified, the County shall consider such factors as the abilities of professional personnel, past performance, willingness to meet time and budget requirements, location, recent, current, and projected workloads of the firms, and the volume of work previously awarded to each firm by the County or other Counties, with the objective of effecting an equitable distribution of contracts among qualified firms, provided such distribution does not violate the principle of selection of the most highly qualified firms.

Contract Term:

The contract for the requested services shall be a continuing service contract for Professional Engineering Services as defined in Section 287.055(2)(9), Florida Statutes. The contract will commence on the date of execution, shall automatically renew for a maximum of five years, and end no later than September 30, 2019, or until such time it is terminated. No extensions beyond this term will be approved without written consent/approval of the County.

Task Order Assignment Procedure:

Firms selected by the County will be given an opportunity to provide engineering services to the County on an as-needed basis in accordance with Task Orders issued by the County Engineering Department. Task Orders will include a brief description of the required task and project schedule. Each firm will be requested to provide a cost proposal and projected timeline for such Task Orders for consideration.

By the end of five (5) work days of the request receipt, each firm shall e-mail (followed by mailing of the original) a proposal for requested work to the County Engineer. The County Administrator and/or a designee and the County Engineer will select the successful proposal and issue a purchase order to the selected firm for the work. The selection criteria will consider the proposal amount, project schedules, firm's capability in the type of service requested, and past performance. The County reserves the right in its sole and absolute discretion to award a task to a firm that submits other than the lowest proposal amount for performing the task when deemed to be in the best interest of the County.

Construction Process for Assigned Projects:

The County may wish to evaluate cost saving options for using County labor forces and equipment, a General Contractor, or a Construction Management firm to construct assigned projects. For those projects, the Consultant will be required to discuss the benefits/difficulties relative to cost with each option or a combination of these options. For each of these options, the selected firm should be prepared to provide construction administration and oversight services reviewing change orders, shop drawings and submittals for each proposed phase of construction.

Licensure and Credentials:

Firms selected by the County shall be a licensed Professional Engineering business in accordance with Florida State law and be familiar, at a minimum, with applicable State of Florida, Suwannee River Water Management District, Florida Department of Transportation, Florida Department of Environmental Protection, United States Army Corp of Engineers and Taylor County codes, regulations and laws. Use of insured and qualified sub-consultants for specialty work is acceptable.

Construction Engineering Inspection Services:

CEI services will require the following minimum requirements and Florida Department of Transportation, Construction Training Qualification Program certifications. A higher qualified individual may be substituted, at no additional cost to the County. Where possible, inspection events that include inspection of more than one type of construction activity shall utilize an inspector that is competent in all areas to eliminate the need for additional staff on-site.

Asphalt Paving Level II Inspector shall perform Verification tests, measurements and inspections as an authorized representative of the County. This individual is responsible for performing analysis and control of the quality of the product, can determine the coordination of production/paving operations, quality pay factors and understands the intent of statistically based quality control specifications (consistency, variability, data interpretation and random sampling). It shall be the Verification Technician's responsibility to notify the County before

paving activities begin. The County will generate the Random Numbers Sampling Plan and forward the Random Numbers Sampling Plan to the Verification Technician. The Verification Technician will then be responsible for communication with the Plant QC Technician regarding the Random Numbers Sampling Plan. The VT shall perform testing and inspection as directed in Section 330, 334, 337 and other applicable asphalt specifications of the FDOT Standard Specifications for Road and Bridge Construction within the allotted timeframe. An Asphalt Paving Level I Inspector, under the supervision of an Asphalt Paving Level II Inspector, may be utilized to perform testing.

Certified Intermediate Maintenance of Traffic Person shall oversee and verify the Construction Contractor's proper use and setup of the necessary maintenance of traffic items as indicated in the respective FDOT Standard Index. This person will document and report all findings to the Project Engineer.

Concrete Field Level I Inspector competent in interpreting plans and specifications for the inspection of concrete structures. Inspector shall verify all structures are constructed per project construction plans, FDOT Index and that all measurements are within tolerance as specified in the FDOT Standard Specifications for Road and Bridge Construction, and all applicable Supplemental Specifications and/or Technical Special Provisions prior to any concrete placement.

Earthwork Level II Inspector shall perform Subgrade and Base Inspections. Qualified personnel shall oversee Contractor's required testing; have knowledge of the density theory, road preparation, and the FDOT Standard Specifications for Road and Bridge Construction. The inspector shall verify that the width and depth of each course are constructed per the construction plans and that the measurements are within the tolerances specified. When required by the plans, verify vertical grade a minimum of every 50 feet in typical crown sections and every 25 feet in curves, super elevations or transition sections. Grades shall be within the tolerances specified by the FDOT Standard Specifications for Road and Bridge Construction. An Earthwork Level I Inspector, under the supervision of an Earthwork Level II Inspector, may be utilized to perform testing.

Asphalt Paving Level II Inspector shall perform all inspections and oversight during the milling and paving operations. Qualified personnel shall inspect the milling and asphalt pavement construction (paving and compaction) to ensure that the Construction Contractor follows the construction plans, project specification requirements, good construction practices and proper equipment operation necessary to mill, place and compact a Superpave mixture which will meet requirements for smoothness, uniformity, density, cross slope, temperature, and mix spread rate.

The Inspector will be required to submit weekly reports to the County no later than the Tuesday following the weekly oversight and inspections. The weekly reports will include but are not limited to:

- a. Daily Construction and Inspection Activities Reports/Logs

- b. Provide stationing of Project where the Construction Contractor is actively working
- c. Provide % Project Completion
- d. Provide MOT and Erosion Control Review
- e. Report all deficiencies and areas of concern along with the Corrective Actions taken to resolve deficiencies

QUALIFICATION QUESTIONNAIRE

Responses to each of the following topics must be limited to a maximum of one page (12 pt type). However, should further clarification of examples be necessary, an appendix may be added to the back of the proposal provided it is properly referenced within the one-page description. Unreferenced or poorly organized appendices will not be considered. A Current Standard Form 330 may be used to provide the respective information

1. **PROJECT UNDERSTANDING:** Describe your understanding of the project scope and requirements necessary for proper completion of the work proposed.
2. **PROJECT TEAM:** List in detail the members of your project team and the expertise each will bring to the project. Include all current licensure and that of any proposed specialty work sub-consultant(s). If applicable, include State of Florida Minority Business Enterprise Certification(s) as defined by the Florida Statutes and Minority Business Assistance Act of 1985. More than one page will be allowed for response to this question.
3. **TAYLOR COUNTY WORK:** List any and all projects that your firm has completed, or that are in progress at the present time, for Taylor County within the last five (5) years. This project history should include projects in which your firm was the prime consultant, a joint consultant or a sub-consultant.
4. **PAST EXPERIENCE:** Summarize previous projects your firm has completed that are similar in nature and scope to the proposed scope of services and the outcome of the planning, design, CEI, management, etc. you provided. Please be specific as to whether the projects were expansion or stand-alone construction projects and how they were constructed (Design-Build, Construction Management, Straight Bid). Include the relationship of cost estimates or time projections prepared by your firm to actual timeline and costs of completion.
5. **LOCATION:** Describe how the location of your project team may benefit the County as it specifically relates to the completion of the scope of services.
6. **QUALITY/COST CONTROLS:** Describe how you would propose to control the quality and cost of a comparable to those types listed within the scope of services. In the event of an undesirable or unacceptable work product, what actions would you take to remedy these conditions in a timely manner? What steps will your firm take to ensure that a project is completed in a timely manner?
7. **WORKLOAD:** Comment on your firm's current workload and how it will or will not affect potential project Task Orders.
8. **QUALIFICATION SUMMARY:** Summarize what you consider are the qualifications of your firm and/or team that make you the most qualified firm to provide Taylor County General Engineering Services as described within this solicitation. Consider those areas addressed within the Evaluation / Selection criteria. Disclose any potential conflict of interest that your firm may have due to other clients, contracts or property interests in providing General Engineering Services to the County.

EVALUATION / SELECTION OF PROPOSALS

A Selection Review Committee will evaluate all proposals received and;

1. Prepare an alphabetical listing of those proposers determined to be interested and available. Evaluate the proposals meeting minimum submission criteria based upon qualifications and conduct discussions with up to three firms deemed to be the most highly qualified to provide the services required. Each of the firms will be required to execute the Truth-In-Negotiation Certificate as defined in Florida Statutes, 287.055. Selection as best qualified will be based on the following considerations:
 - a. Did the firm clearly demonstrate an understanding of the purpose for the Request for Qualifications
 - b. Qualifications of personnel assigned
 - c. Past record of professional accomplishments
 - d. Financial responsibility
 - e. Firm's reputation and competence, including technical education and training, availability of adequate personnel, equipment and facilities, the extent of repeat business of the firm and, where applicable, the relationship of cost estimates by the firm to actual costs on previous projects
 - f. Familiarity with anticipated project areas/scope of work required
 - g. Previous project experience with programs similar in size and scope
 - h. Current workload
 - i. Firm's capability to meet project/deliverable schedules
 - j. Willingness to meet time and budget requirements
 - k. Ability to observe and advise whether construction complies with plans and specifications
 - l. Demonstrated expertise and experience in utilizing various design software
 - m. Geographic location of the firm, including permanent office of designing engineer and project management team
 - n. Women and minority participation
2. Review of all responses to the Request for Qualifications received will proceed as follows:
 - a. The Review Committee will review all written documents submitted
 - b. The Committee's ranking of prospective firms shall be based on the Evaluation / Selection criteria listed above.
 - c. The Committee may request oral presentations from the vendor when establishing the recommended priority or short list. Firms will be notified of dates and times of any interviews.
3. Direct one-on-one contact with any of the Board of County Commissioners members, the County Administrator, the County Engineer, or the County Attorney is not allowed during the short listing process unless initiated by the County to request specific information to understand information submitted in a proposal.
4. The County reserves the right to accept or reject any or all submittals that it may, in its

sole and absolute discretion, deem unresponsive, or waive technicalities which best serves the overall interests of the County. The County Commission's decision on these matters shall be final.

5. The County reserves the right, before awarding a contract, to require a Respondent to submit such evidence of its qualifications, as it may deem necessary. The County shall be the sole judge of the competency of Respondents.
6. Negotiations between the County and the priority vendors (the vendors ranked highest on the Board approved short list) will proceed as follows:
 - a. Negotiations may be conducted by the Board of County Commissioners or at the pleasure of the Board, by the County Administrator, the County Engineer and the County Attorney
 - b. Negotiations will be held with the first vendor on the priority list
 - c. If no tentative agreement can be reached with the first vendor, then negotiations will commence with the second vendor on the short list
 - d. If no tentative agreement can be reached with the second vendor, then negotiations will commence with the third vendor
 - e. If no tentative agreement is reached with the third vendor, then the County shall consider establishing a new short list from among the other proposals submitted
 - f. Taylor County reserves the right to negotiate with one or more firms for these services
7. The Board shall approve the terms, conditions and costs associated with a Task Order and/or the overall Contract for General Engineering Services. Upon the successful negotiation of an agreement, a formal contract will be prepared and submitted to the County Commission for approval, and executed by both parties. A sample Contract for Professional Engineering Services is included in the solicitation.
8. Any cost to prepare a response to this RFQ and any subsequent presentation/interviews are solely that of the consultant and the County assumes no responsibility for such cost incurred by the Respondent.

SAMPLE CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES

THIS CONTRACT made and entered into this _____ day of _____, _____, by and between TAYLOR COUNTY, hereinafter referred to as the "County" and _____, a Florida _____, whose mailing address is _____ (herein referred to as "Consultant").

RECITALS

The County desires to engage a consultant to provide it with Professional Engineering services on an as-needed basis. The professional services may include, but are not limited to the following:

- a. Planning and Engineering Studies, Data Collection, Design and Preparation of Construction Plans and Special Provisions, Construction Engineering Inspection, and Construction Management Services.
- b. Reviewing land development applications (such as site plans and plats) for compliance with the County's Land Development Regulations.
- c. Meeting with elected officials and the County staff to consult on issues and projects requiring professional engineering, architectural, planning, landscape architectural, surveying and mapping, or subsurface utility engineering analysis or evaluation.
- d. Advising elected officials and the County staff on matters as may materially affect the County's infrastructure and public assets.
- e. Any and all other professional services as directed by the County.

The County has followed the selection and negotiating process required by the Florida Consultants Competitive Act established by § 287.055, Florida Statutes ("Act").

Pursuant to and in accordance with the provisions of the Act, the County has selected the Consultant to provide consulting services, when and as-needed, and when as requested by the County, for any County projects, and desires to enter into this Contract ("Contract") to establish procedures and provide general terms and conditions whereby and under which such services shall be rendered or performed.

It is the intent of the parties that the Consultant shall perform services with respect to County projects only when, requested and authorized in writing by the County and that each request for such services shall be a specific project, with the basic scope of the work to be performed by and compensation to be paid to the Consultant for each separate project to be negotiated between the County and the Consultant and be defined and embodied in a separate Task Order to be sequentially numbered beginning with Task Order _____. Each Task Order shall include and shall incorporate in it all of the general provisions of the Contract, together with such items and provision as may be mutually agreed upon by the parties as to each Task Order.

The Contract is a continuing contract as defined in § 287.055(2)(g), Florida Statutes, for professional services of the Consultant to provide and perform professional services to the County when and as needed, but is subject to being terminated as provided for in this agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. **Recitals:** The above are all true and accurate and are incorporated herein and made part of this Contract.
2. **Definitions:** The following definitions of the terms associated with this Contract are provided to establish a common understanding between both parties to this Contract, as to intended usage, implication, and interpretation of the terms pertaining to this Contract:
 - a. **"COUNTY"** means Taylor County, Florida and any official and/or employee thereof who shall be dully authorized to act on the County's behalf relative to this Contract.
 - b. **"CONSULTANT"** means the firm of _____, which has executed this Contract, and which shall be legally obligated, responsible and liable for providing and performing any and all of the services and/or work in accordance with each signed Task Order.
 - c. **"PROFESSIONAL SERVICES"** means all of the service, work, materials, and all related professional, technical, and administrative activities, which are necessary to be provided and performed by the Consultant and its employees, and any and all sub-Consultants that the Consultant may engage to provide, perform and complete the services required pursuant to the covenants, terms and provision of this Contract and any and all Task Orders thereto.
 - d. **"SUB-CONSULTANT"** means any individual or firm offering professional services, which is engaged by the Consultant or sub-Consultant in providing and performing the professional services, work and materials for which the Consultant is contractually obligated, responsible and liable to provide, and perform under this Contract and any and all Task Orders thereto. The County shall not be a party to, responsible or liable for, or assume any obligation whatsoever for any agreement entered into between the Consultant and any sub-Consultant.
 - e. **"PARTIES"** means the signatories to this Contract.
3. **Engagement of the Consultant:** The County hereby engages the Consultant to provide the County with such consulting services with respect to any County Project, which from time to time, the County may request the Consultant to perform.
4. **Consulting Services:** The Consultant agrees to and shall render and perform such consulting services that shall include, but is not limited to, Architectural, Engineering, Planning, Landscape Architectural, Subsurface Utility Engineering, Construction Engineering

Inspection, and Surveying and Mapping in accordance with the terms and conditions of the Contract and any and all Tasks Orders, when and as requested by the County.

5. **Request for Specific Services:** The Consultant shall perform no services to the County until specifically requested to do so by the County. Each request for services to be rendered and performed by the Consultant shall be in writing and shall be a separate project with the scope of work requested to be performed and compensation to be paid to the Consultant for such separate project to be negotiated and agreed upon between the County and the Consultant and defined by and embodied in a separate Task Order. Each Task Order covering each separate project shall include all of the general provisions of this Contract, together with such other and provisions mutually agreed upon by and between the County and the Consultant.
6. **Term of Contract:** This Contract is a continuing contract as defined in § 287.055(2)(9), Florida Statutes, for professional services of the Consultant to provide and perform services to the County when and as needed and requested by the County and shall commence on the date of execution, shall automatically renew for a maximum of five years, and end no later than September 30, 2019, or until such time it is terminated as permitted and authorized herein. No extensions beyond this term will be approved without written consent/approval of the County.
7. **Compensation and Method of Payment:** The County agrees to pay the Consultant compensation for its services rendered to the County for each specific services requested by the County in an amount and method negotiated between the County and the Consultant, which amount and method may be based on a lump sum plus reimbursable expenses, prevailing standard hourly rates plus reimbursable expenses (as set forth in the attached Standard Fee Schedule dated _____) or any other method as provided for in each Task Order.
8. **Insurance:** The Consultant agrees to and shall procure and maintain insurance during the term of this Contract as follows:
 - a. Comprehensive General Liability insurance covering as insured the Consultant and the County with limits of liability of not less than \$1,000,000.00 for Bodily Injury or death to any person or persons and for property damage;
 - b. Workers' Compensation insurance for the benefit of the employees of the Consultant, as required by the laws of the State of Florida;
 - c. Professional Liability insurance for "Errors and Omissions" covering as insured the Consultant with not less than a \$1,000,000.00 limit of liability.
 - d. Before commencing any work under this Contract, or any Task Order, the Consultant shall furnish to the County a certificate or certificates in a form satisfactory to the County showing that the Consultant has complied with the requirements of insurance under this paragraph. All certificates shall provide that the policy or policies of insurance shall not be changed or cancelled until at least ten (10) days prior written notice shall have been given to the County.

9. **Indemnity:** The Consultant agrees to and shall indemnify, and hold harmless the County and its officers, agents, and employees from and against all suits, actions, claims, damages, costs, charges, and expenses, including court costs and attorneys' fees, of any character arising out of or brought because of any injury or damage received or sustained by any person, persons, or property arising out of or resulting from any asserted negligent act, errors, or omissions of the Consultant or its agents, employees, or sub-contractors. The Consultant is not required hereunder to indemnify and hold harmless the County, its officers, agents, or employees, or any of them from liability based upon their own negligence. The indemnity required hereunder shall not be limited by reason of the specifications or any particular insurance coverage in this Contract.
10. **Liability:** The Consultant shall be, and agrees to be and remain liable for any and all damages, losses, and expenses incurred by the County caused by the errors, omissions or negligence of the Consultant, or by any sub-Consultant engaged by the Consultant in providing, performing and furnishing services, work or materials pursuant to this Contract and any and all Task Orders thereto, and for any and all damages, losses, and expenses to the County arising out of the consultant's negligent performance of any of its obligations contained in this Contract and any and all Task Orders thereto. The Consultant shall be liable and agrees to be liable for an shall indemnify, defend and hold the County harmless for any and all claims, suits, judgments, or damages, losses and expenses, including court costs, expert witness and professional consultation services, and attorney fees arising out of the Consultant's errors, omissions, negligence, or those of any and all sub-Consultants engaged by the Consultant during the providing, performing and furnishing of services, work or materials pursuant to this Contract and any and all Task Orders thereto. Nothing in this agreement shall be construed as a waiver of the County's sovereign immunity as provided for under Chapter 768 Florida Statutes.
11. **Licenses:** The Consultant agrees to and shall obtain and maintain throughout the period that this Contract is in effect, all licenses and authorizations as are required to do business in the State of Florida, including, but not limited to, licenses required by any state boards and other governmental agencies responsible for regulating and licensing the professional services provided and performed by the Consultant pursuant to the Contract and any and all Task Orders thereto.
12. **Personnel:** The Consultant agrees that when the services to be provided under this Contract, or any Task Orders thereto, relate to professional service which, under the laws of Florida, require a license, certificate of authorization, or other form of legal entitlement to practice such service, that the Consultant will employ and retain the services of such qualified persons to render the services to be provided pursuant to this Contract and/or all Task Orders thereto.
13. **Timely Accomplishment of Services:** The Consultant agrees to employ, engage, retain, and/or assign an adequate number of personnel throughout the period of this Contract so that all professional services provided pursuant to this Contract and any and all Task Orders thereto, will be provided, performed and completed in a diligent, continuous manner consistent with sound professional practices.

14. **Standards of Professional Service:** The Consultant agrees to provide and perform the professional services provided pursuant to this Contract and any and all Task Orders thereto, in accordance with generally accepted standards of professional practice and in accordance with the laws, statutes, ordinances, codes, rules, regulations and requirements of applicable governmental agencies which may regulate or have jurisdiction over the project and services to be provided and/or performed by consultant for the County, and by any sub-Consultant engaged by the Consultant.

15. **Legal Insertions, Errors, Inconsistencies, or Discrepancies in Contract:** It is the intent and understanding of the parties to this Contract and all Task Orders that each and every provision of law required to be inserted in this Contract and all supplemental Agreements shall be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is deemed to be inserted herein, and if, through mistake or otherwise, any such provision is not inserted in correct form or substance, then this Contract shall, upon application of either party, be amended by such assertion so as to comply strictly with the law and without prejudice to the right of either party.

16. **Termination:** The failure of either party to comply with any provision of the contract shall place that party in default. Prior to terminating the contract, the non-defaulting party shall notify the defaulting party in writing. Notification shall make specific reference to the provision which gave rise to the default.

The defaulting party shall be given seven (7) days in which to cure the default. The County Administrator is authorized to provide written notice of termination on behalf of the County, and if the default situation is not corrected within the allotted time, the County Administrator is authorized to provide final termination notice on behalf of the County to the Consultant.

The County may terminate a Task Order or the Contract without cause by first providing at least thirty (30) days written notice to the Consultant prior to the termination date. The County Administrator is authorized to provide written notice of termination on behalf of the County. Upon any such termination, the Consultant shall be paid for all service performed to the date of such termination.

In the event funds to finance a Task Order or the Contract become unavailable, the County may terminate the Task Order or Contract with no less than twenty-four hours notice in writing to the Consultant. The County shall be the final authority as to the availability of funds. Upon any such termination, the Consultant shall be paid for all service performed to the date of such termination.

17. **Independent Contractor:** It is understood and agreed that the Consultant is an independent contractor with no express or implied authority to act for or to obligate the County, except as specifically provided for in the Contract.

18. **Documents:** Original project documents prepared by the Consultant under this Contract and all Task Orders are, and shall remain, the property of the County, and shall be delivered to the County upon final completion or termination of the project covered by

any specific Task Order. Original project documents shall include, but not be limited to, original drawings; technical specification and contract documents; surveys; survey notes; engineering reports; design notes, planning reports and as-built drawings. All documents including drawings and technical specifications prepared by the Consultant pursuant to this Contract and any specific Task Orders are instruments of service in respect to the project and the County shall have the right to use and reuse all such documents and to furnish to others to use or reuse such documents without the consent of the Consultant. Any reuse will be at the County's sole risk and without liability or legal exposure to the Consultant.

19. **Approval of Plans and Documents by the County Not Deemed Release:** Approval of the County of any plans, drawings, documents, specifications, or work prepared or provided by the Consultant under this Contract and any specific Task Order shall not constitute nor be deemed a release of the responsibility and liability of the consultant for the accuracy and competency of their designs, working drawings, and specifications or other documents and work; nor shall such approval be deemed to the assumption of such responsibility of the County for any error or omission in the designs, working drawings, and specifications or other documents prepared by the Consultant, its employees, agents, sub-Consultants.
20. **Effective and Binding:** The Contract shall not become effective or binding upon the County unless and until the County Commission shall have authorized its execution and any subsequent Task Order(s).
21. **Controlling Law:** This Contract is to be governed by the laws of the State of Florida. It is further agreed and understood that in any event of any dispute between the County and the consultant arising out of any interpretation or compliance with any of the terms, conditions, and requirements of the Contract, Taylor County, Florida shall be the proper venue for filing any lawsuit with respect to any such dispute.
22. **Attorneys' Fees and Cost:** In the event of default by either party under the terms of the Contract, the defaulting part shall be liable for, and agrees to pay all cost and expenses incurred in the enforcement of this Contract, including reasonable attorneys' fees.
23. **Grant Funds:** It is anticipated that the County may, from time to time, be awarded grants from various sources to pay or partially pay for engineering and consulting fees for certain County Projects, as well as providing funds for the cost of any specific County Project. The Consultant agrees to and shall abide by and be subject to all reasonable requirements, which may be imposed under any such grant awarded to the County.
24. **Non-Exclusive Contract:** The parties hereto agree that this Contract is non-exclusive and the County has the right, in its sole discretion, and at any time can engage other parties to perform services or work of similar nature and to make agreements on any terms whatsoever with said other parties to perform said services if the County and the Consultant are unable to successfully negotiate the terms, conditions, and compensation for the rendering of services on any specific project.

25. **Successors and Assigns:** Neither the County nor the Consultant shall assign, sublet or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Contract with the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or prevent the Consultant from employing such independent professional associates and consultants as the Consultant may deem appropriate to assist in the performance of services hereunder. Nothing under this Contract shall be construed to give any rights or benefits in this Contract to anyone other than the County and the Consultant, and all duties and responsibilities undertaken pursuant to the Contract will be for the sole and exclusive benefit of the County and the Consultant and not for the benefit of any other party. It is understood and agreed that the County shall have the absolute right, at the end of the term of this Contract to employ other consulting firms after the termination of the Contract, using Consultant's documents or any other documents which are prepared by other consulting firms or otherwise.
26. **Special Provisions:** It is further mutually agreed by the parties hereto that the Consultant shall proceed to furnish services in any phase of the project under the terms heretofore provided in this Contract, after Notice to Proceed has been given by the County to commence services on any County Project identified in any Task Order. Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract.

The Consultant agrees to conduct the services in compliance with all the requirements imposed by or pursuant to Title VI of the Civil Rights Act of 1964, Part 21 of the Regulations of the Secretary of Transportation and Executive Order No. 11246, "Equal Employment Opportunity" as supplemented in Department of Labor Regulations (41 CFR Part 60); and agrees to comply with applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970; and will maintain an Affirmative Action Program and agrees to and shall abide by and comply with applicable rules, regulations, standards, and requirements pertaining to employee safety and health as may be adopted from time to time and those which are adopted and enforced by the Division of Safety, Florida Department of Labor and Employment Safety, in all public sector employment locations.

The Consultant agrees that the County and all other governmental entities, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Consultant which are directly pertinent to any specific grant program or specific project under any Task Order for the purpose of making audit, examinations, excerpts and transcriptions for a period of up to three (3) years after the County makes final payment and all other pending matters are closed. The Consultant has a "drug-free workplace" program, which will remain in effect.

27. **Entire Agreement:** This Contract constitutes the entire agreement between the County and the Consultant and supersedes all prior written or oral understandings. This Contract may only be amended, supplemented, modified, or canceled by a duly executed written instrument.
28. **Parties Bound:** This Contract shall be binding upon and shall inure to the benefit of the County and Consultant, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract for Professional Engineering Services as of the day and year first above written.

Signed, sealed and delivered
In the presence of:

TAYLOR COUNTY, FLORIDA

Witness

By: _____
MALCOLM PAGE,
Chairman

Print

ATTEST:

ANNIE MAE MURPHY, Clerk

Signed, sealed and delivered
In the presence of:

Witness

By: _____

Print

Print

Witness

(SEAL)

Print

11

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Board to approve the Notice of Funding Availability (NOFA) to advertise and receive applications from Taylor County residents for the State Housing Initiative Partnership (SHIP) Program Fiscal Year 2014-2015 funding the County will be receiving in July 2014.

MEETING DATE REQUESTED:

June 2, 2014

Statement of Issue: The County will be receiving a SHIP grant in the amount of \$350,000 in July 2014. SHIP funds can be used for the rehabilitation or the demolition and reconstruction of owner occupied qualified homes, and for First Time Home Buyers Down Payment Assistance.

Recommended Action: Approve the NOFA.

Fiscal Impact: The County will be receiving \$350,000 with no match required.

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The County will be receiving \$350,000 through the SHIP Program. The grant funds can be used to provide assistance to qualified homes and homeowners for the rehabilitation of their homes, demolition and reconstruction of an existing home if the house is in 51% or more disrepair, and First Time Home Buyers Down Payment Assistance. Homes purchases through the down payment assistance program must have been constructed prior to 2010 to be eligible for the program. Rental property or mobile homes are not eligible for assistance. Homeowners or homebuyers are only eligible for assistance through the SHIP program one time. The County currently provides a maximum of \$25,000 for rehabilitation assistance, \$75,000 for demolition and new construction, and a maximum of \$10,000 for qualified First Time Homebuyers. The County has not advertised or received applications for the SHIP program since August 2011.

Attachments: Notice of Funding Availability (NOFA) for the SHIP Program.

12

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Board to approve the t-hangar lease agreement at Perry Foley Airport for Mr. Dana Rice.



MEETING DATE REQUESTED:

June 2, 2014

Statement of Issue: Board to approve the t-hangar lease agreement at Perry Foley Airport for Mr. Dana Rice.

Recommended Action: Board to approve t-hangar lease agreement.

Budgeted Expense: T-hangars lease for \$160.00 per month plus tax. This lease brings in an annual income of \$1,920.00 to the Airport.

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The lease is for a period of one year. Mr. Rice has provided the required insurance documents to airport staff. This lease agreement is the standard agreement previously approved by the Board.

Attachments: Lease Agreement for Dana Rice



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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

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

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

Perry-Foley Airport Hangar Lease Agreement

This HANGAR LEASE AGREEMENT (the "Agreement") entered into as of this 19 day of June, 2014 by and between Board of County Commissioners of Taylor County, Florida ("Lessor") and Mr. Dana Rice ("Lessee") in Consideration of the mutual covenants and agreements herein mentioned to be performed by the respective parties, and in consideration of the rental herein after designated to be paid, Lessor hereby leases, rents, lets and demises unto Lessee, its successors, grantees and assigns, and Lessee does hereby hire and rent the below described property:

1. Lease of the Hangar:

Lessor hereby leases to Lessee Hangar# (the "Hangar") located at Perry-Foley Airport, 517 Industrial Drive Perry, Florida 32348 the Hangar shall be used and occupied by Lessee solely for the storage of the following described aircraft:

Make/Model/Color: Beechcraft 45, Travelair, White with red & grey stripes

Registration No. 222JG (the "Aircraft"), or any other similar aircraft owned or leased by Lessee (the "Substitute Aircraft"), provided Lessee has obtained the written consent of Lessor to store the substitute Aircraft in the Hangar, all provision of this Agreement applicable to the Aircraft shall also be applicable to the Substitute Aircraft.

2. Term:

The term of this agreement shall commence on the 01 day of June, 2014, and shall continue in effect from month to month, being automatically renewed each month, unless terminated under the terms of this Agreement. However, the Lessor shall have the unilateral, right to reevaluate the lease agreement every ninety days (90) to assess the Lessee's compliance with the lease. The period of the Hangar Lease Agreement is one (1) year.

3. **Rent:**

For the use of the Hangar, Lessee shall pay the Lessor the amount of \$1,000 and 11²⁰ tax per month, 171²⁰ payable in advance before the first day of each month. This rate shall be reviewed annually by the Airport Manager, and the Airport Advisory Committee the rental rates shall be re-determined based on the charge in the Consumer Price Index, all products as published by the United States Department of Commerce. Subsequent to such review, the monthly rental rate may be charged upon thirty days (30) notice to the Lessee. If the Lessee makes any monthly payments more than ten days (10) after the payment is due and owing, the Airport Manager reserves the right to assess one and one-half percent (1 ½%) charge per month (annualized rate of 18%) beginning with the eleventh (11th) day after payment is due. All rate changes will be approved by the Taylor County Board of Commissioners. In the event that the termination of the term with respect to any of the particular premises, facilities, rights, licenses, services or privileges as herein provided falls on any date other than the first day or last day of a calendar month, the applicable rentals, fees and charges for that month shall be paid for said month on a pro rata basis according to the number of days in that month during which the particular premises, facilities, rights, licenses, services or privileges were enjoyed. Checks shall be made payable to the Taylor County Board of Commissioners and mailed or delivered to the Airport Manager at 401 Industrial Park Drive, Perry, Florida 32348.

4. **Service Provided:**

Aircraft T-Hangar defined.

- a. A Group III Aircraft T-Hangar cluster of limited size, in which light aircraft are stored in separate areas, and in which limited, non-hazardous, preventative maintenance operations [see Florida Fire Code, NFPA 409, Appendix A] may be performed,
- b. For Group III Aircraft T-Hangars, partitions separating aircraft storage areas from other areas shall have at least a 2-hour fire resistance rating for every 3,000 square feet with openings between single fire areas protected by listed fire doors having a fire resistance rating of at least 1 ½ hours.
- c. Limited preventative maintenance operations [see Florida Fire Code, NFPA 409, Appendix A] may be performed in Group III Aircraft T-Hangars. Since hazardous operations are not allowed, Group III Aircraft T-Hangars shall be provided fire protection with portable fire extinguishers as specified in Florida Fire Code, NFPA 409 and paragraph 5-9.2.

- d. Exit and access requirement for Group III Aircraft T-Hangars shall comply with Florida Fire Code, NFPA 409, Appendix A, and paragraph 5-8.

Lessor Requirements. Lessor will maintain the structural components of the Hangar, including doors and door mechanisms, and Lessor will provide lights, water, electricity and normal building maintenance without additional cost to Lessee, provided, however, that Lessor reserves the right to assess and additional fee for consumption of utilities by Lessee beyond normal requirements as determined by Lessor.

5. **Obligations of the Lessee:**

- a. **Storage:** The Hangar shall be used only for storage of the above-identified Aircraft or owners vehicle while aircraft is in use.
- b. **Building Maintenance and Repair:** The Lessee shall maintain the Hangar in a neat and orderly condition, and shall keep the Hangar floor clean of oil, grease, and other toxic chemicals. No corrosive, explosive, or flammable materials will be stored within or about the Hangar. No boxes, crates, rubbish, paper or other litter that could cause or support combustion shall be permitted within or about the Hangar. No installation of equipment or alterations of structure except as authorized by the Airport Manager. The Lessee shall be responsible for all damage to the leased premises caused by the Lessee's negligence or abuse. The Lessee shall also be responsible for all damage to property, real or personal, located on or about the leased premises damaged as a result of the Lessee's negligence or abuse. In the event the Lessee does not promptly repair any damaged premises, or property, for which the Lessee is responsible, the Lessor reserves the right to make such repairs, at the Lessee's expense, which shall become due and payable as part of the Lessee's rent on the next monthly billing cycle. All repairs, maintenance, or improvements shall be accomplished in accordance with Building/Fire Codes. Lessee shall make no structural, electrical, or other modifications to the premises without first obtaining written Lessor's permission and obtaining a permit, if required.
- c. **Use of Hangar:** T-Hangars are for storage of aircraft only, and they are not to be used as workshops, repair shops or maintenance shops. Painting and major aircraft repairs therein are prohibited. Storage of boats, campers, or other non-aviation items may be only allowed with the permission of the Airport Manager and/or the County Administrator or their designed representative. Lessee shall be permitted to perform in their leased Hangar, only the work is

specifically authorized under **Federal Aviation Regulations, Part 43, Appendix A, Paragraph C, Preventative Maintenance**, as modified and included herein as Attachment A to this lease, or as otherwise provided by Federal Aviation Regulations, subject to approval by the County's Fire Official.

- d. Commercial Activity: Lessee shall conduct no commercial activity of any kind whatsoever in, from or around the Hangar. No maintenance on the Aircraft shall be performed in the Hangar without the prior written approval of Lessor, except such maintenance as would normally be performed by an aircraft owner without the benefit of a Licensed A. & P. aircraft mechanic. Upon notification of the Airport Manager and in accordance with F.A.A. and T.S.A. regulations, the Lessee shall be allowed to invite an A. & P. or I.A. mechanic to perform commercial maintenance on the Lessees' personal aircraft. Lessee shall take such steps so as to ensure that the performance of such maintenance work shall not damage the Hangar. Lessee shall control the conduct and demeanor of its employees and invitees, and of those doing business with it, in and around the Hangar, and shall take all steps necessary to remove persons whom Lessor may, for good and sufficient cause, deem objectionable. In utilizing the Hangar during the term of this Agreement, Lessee agrees to and shall comply with all applicable ordinances, rules and regulations established by Federal, State or Local government agency or by the Lessor.

e. Environmental Laws:

1. Notwithstanding any other provision of this Agreement, and in addition to any and all other Agreement requirements, and any other covenants and warranties of Lessee, Lessee hereby expressly warrants, guarantees, and represents to Lessor, upon which Lessor expressly relies, that Lessee is aware of Federal, State, regional, and local governmental laws, ordinances, regulations, orders and rules, without limitation, which govern or which apply to the direct or indirect results and impacts to the environment and natural resources due to, or in any way resulting from, the conduct by Lessee of its operations pursuant to or upon the Premises. Lessee expressly represents, covenants, warrants, guarantees, and agrees that they shall comply with all applicable Federal, State, regional and local laws, regulations, and ordinances protecting the environment and natural resources including, but not limited to the Federal Clean Water Act, Safe Drinking Water Act, Clean Air Act, Resource Conservation Recovery Act, Comprehensive

Environmental Response, Compensation and Liability Act of 1980 ("Superfund"), and all rules and regulations promulgated or adopted there under as same may from time to time be amended. Lessees agree to keep themselves informed of future changes in the existing environmental laws.

2. Lessee hereby expressly agrees to indemnify and hold Lessor harmless from and against any and all liability for fines and physical damage to property or injury or deaths to persons, including reasonable expense and attorney's fees, arising from or resulting out of, or in anyway caused by, Lessee's failure to comply with any and all applicable Federal, State, and local laws, ordinances, regulations, rulings, orders and standards, now or hereafter, promulgated for the purpose of protecting the environment. Lessee agrees to cooperate with any investigation or inquiry by any governmental agency regarding possible violation of any environmental law or regulation.

f. Fire and Building Codes/Extinguisher:

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

g. Access:

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

h. Termination:

On the termination of this Agreement, by expiration or otherwise, Lessee shall immediately surrender possession of the Hangar and shall remove the Aircraft and all other property there from, leaving the Hangar in the same condition as when received, ordinary wear and tear

expected. Lessee shall be liable for any and all damage to the Hangar caused by Lessee's use, including but not limited to bent, stained or corroded, interior walls, damage to unsealed floors due to fuel oil spillage, or doors damaged due to Lessee's improper or negligent operation.

i. Regulatory Review:

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

6. Sublease/Assignments:

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

7. Condition of Premises:

Lessee shall accept the Hangar in its present condition without any liability or obligation on the part of Lessor to make any alterations, improvements or repairs of any kind on or about said Hangar.

8. Alterations:

Lessee covenants and agrees not install any fixtures or make any alterations, additions, or improvements to the Hangar without the prior written approval of Lessor. All fixtures installed or improvements made in the Hangar shall become Lessor's property and shall remain in the Hangar at the termination of this Agreement, however terminated, without compensation or payment to Lessee.

9. Insurance:

Lessee agrees to maintain, at its own expense, for the benefit of itself and Lessor as so-insured, insurance of such types and in such amounts as may be approved by Lessor, insuring against liability for damage or loss to the aircraft or other property, and against liability for personal injury or death, arising from acts or omissions of Lessee, its agents and employees. Such policy or policies shall contain a provision whereby Lessee's insurer waives any rights of subrogation against Lessor, its agents and employees and providing that Lessor, its agents and employees must receive at least ten days (10) prior written notice of any cancellation of Lessee's insurance coverage. Prior to the commencement of the Agreement, Lessee shall deliver to Lessor certificates or binders evidencing the existence of the insurance showing Taylor County Board of County Commissioners as a named insured on the liability policy. The Lessee shall also be responsible for providing proof of insurance at the beginning of the renewal period of his/her insurance policy and the insurance policy has remained in force. If the Lessee fails to provide or is unable to provide proof of the insurance at any time, the

Lessor shall have the authority to terminate the Lease Agreement. Every aircraft owned or operated by any Lessee and/or user of a T-Hangar shall have insurance coverage in amounts not less than the following:

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

10. **Casualty:**

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

11. **Indemnity-Force Majeure:**

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

12. **Disclaimer of Liability:**

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

13. **Default:**

This Agreement shall be breached if:

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

In the event of any breach of this Agreement of Lessee, Lessor shall, at its option, and without further notice, have the right to terminate this Agreement and to remove the aircraft and any other property of Lessee from the Hangar using such force as may be necessary, without being deemed guilty of trespass, breach of peace or forcible entry and detainer, and Lessee expressly waives the service of any notice. Exercise by Lessor of either or both of the rights specified above shall not prejudice Lessor's right to pursue any other legal remedy available to Lessor in law or equity including, but not limited to, court costs and attorneys' fees for bringing legal action against the Lessee.

14. **Thirty (30) Day Termination:**

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

Governing Law:

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

15. **Relationship of Parties:**

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

16. **Appurtenant Privileges:**

a. **Use of Airport Facilities:**

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

b. **Maintenance of Airport Facilities:**

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

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

17. **Nonexclusive Rights:**

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

18. **Remedies Cumulative:**

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

19. **Notice:**

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

1. If to Lessor Representative, address to:

AIRPORT MANAGER

BILL ROBERTS

401 INDUSTRIAL PARK DR.

PERRY, FL. 32348

2. If to Lessee, address to:

Mr. Dana Rice

35 Parakeet Crs.

Peregian Beach, QLD, 4573

Australia

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

20. **Integration:**

This Agreement constitutes the entire Agreement between parties, and as of its effective date supersedes all prior independent agreements between parties related to the leasing of the Hangar.

Any change or modification hereof must be in writing signed by both parties.

21. **Waiver:**

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

22. **Entire Agreement:**

This Agreement constitutes the entire understanding between the parties, and as of its effective date; supersedes all prior or independent agreements between parties covering the subject matter hereof.

Any change or modification must be in writing, signed by both parties.

23. **Severability:**

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

24. Successors Bound:

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

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

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

Lessor: Taylor County Board of County Commissioners, Florida

By: Melody Cal

Title: Airport Manager

Lessee: Mr. Dana Rice

By: [Signature]

Title: Owner

By: _____
Attested by Annie Mae Murphy Clerk of Court

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

13

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Approval of letter requesting the Grantee's Authorized Representative to be changed from Jack Brown to Dustin Hinkle for the DEP Small County Consolidated Grant #429SC.

MEETING DATE REQUESTED:

June 2, 2014

Statement of Issue: Board to approve letter requesting Dustin Hinkle to be the Grantee's Authorized Representative for the DEP Small County Consolidated Grant #429SC.

Recommended Action: Approve change request letter.

Fiscal Impact: The County received a grant in the amount of \$90,909 from the DEP Solid Waste Management Grant Program for FY 2013-2014. The County does not provide a match for this grant.

Budgeted Expense: Y/N

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Jack Brown is currently the designated Grantee's Authorized Representative for the DEP Small County Consolidated Grant. The letter is requesting the Authorized Representative be changed to Dustin Hinkle, the new County Administrator. The grant funds a portion of the Ccosts for the local solid waste management program including salaries of the recycling employees and waste tire disposal.

Attachments: Change Request Letter and applicable pages of Grant Agreement



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

DUSTIN HINKLE, 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

June 2, 2014

Mr. Tony Partin, Grant Manager
Florida Department of Environmental Protection
Division of Waste Management
2600 Blair Stone Road MS #4555
Tallahassee, FL 32399-2400

Re: Small County Consolidated Grant
DEP Agreement No.: 429SC

Dear Mr. Partin,

The above referenced grant is effective October 1, 2013 thru September 30, 2014 and was approved with Jack R. Brown, County Administrator being designated as the Grantee's Authorized Representative. Jack Brown is no longer with the County and we are respectfully requesting Dustin Hinkle, the new County Administrator to now be the Authorized Representative. There are no changes to the Grantee's Contact Person.

If you should have any questions please do not hesitate to contact our Grant Contact designee, Melody Cox at 850-838-3553 or at melody.cox@taylorcountygov.com. Thank you.

Sincerely,

Malcolm Page
Chairman
Taylor County Board of Commissioners



**FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION**

BOB MARTINEZ CENTER
2600 BLAIRSTONE ROAD
TALLAHASSEE, FLORIDA 32399-2400

RICK SCOTT
GOVERNOR

CARLOS LOPEZ-CANTERA
LT. GOVERNOR

HERSCHEL T. VINYARD JR.
SECRETARY

**2013-2014 SMALL COUNTY CONSOLIDATED GRANT AGREEMENT
FOR STATE ASSISTANCE UNDER SECTION 403.7095(3), FLORIDA STATUTES
PART I - GRANT NOTIFICATION INFORMATION**

RECEIVED

FEB 19 2014

DEF -

1. Grant Agreement Number: **429SC**
2. Date of Award: **10/1/13**
3. Grant Title: **SMALL COUNTY CONSOLIDATED GRANT**
4. Grant Period: **October 1, 2013 - September 30, 2014**
5. Grant Amount: **\$ 90,909.00**
6. CSFA # and Project Name: **37.012/Small County Consolidated Grants**
7. Grantee(s): **TAYLOR COUNTY**

Address: 201 East Green Street
Perry, FL , 32347
8. Grantee Fiscal Year End: **September 30, 2014**
9. Federal Employer Identification Number: **59-6000879**
10. Grantee's Authorized Representative:

Name: Jack R. Brown
Title: County Administrator
Phone: (850) 838-3553

If there is a change in the authorized representative during the Grant period, the Department must be notified of the new representative by resolution or minutes of a commission meeting.

11. Grantee's Contact Person:

Name: Melody Cox
Title: Grants Director
Address: 201 East Green Street, Perry, FL , 32347
Phone: (850) 838-3553

Any changes to the contact information shown above must be reduced to writing in the form of a letter sent to the Department's Grant Manager identified in paragraph 13.

12. Total county population from official **April 1, 2012** population estimates: **22,898**
13. Issuing Office:

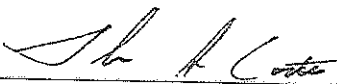
Mr. Tony Partin, Grant Manager
Florida Department of Environmental Protection
Division of Waste Management – Financial Management & Procurement
2600 Blair Stone Road - MS # 4555
Tallahassee, Florida 32399-2400
(850) 245-8737

Any changes to the contact information shown above must be reduced to writing in the form of a letter sent to the contact person identified in paragraph 11.

PART III - OFFER AND ACCEPTANCE

The State of Florida, acting by and through the Department of Environmental Protection, hereby offers assistance to the county of TAYLOR for all allowable costs incurred up to and not exceeding \$90,909.00.

THE STATE OF FLORIDA BY THE DEPARTMENT OF ENVIRONMENTAL PROTECTION:


Secretary or designee

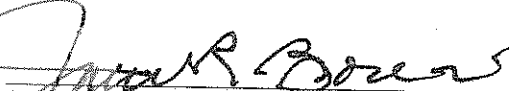
2/17/2014
Date

Approved as to form and legality:

This form has been pre-approved as to Form and Legality by Randy J. Miller II, Senior Attorney, DEP Office of General Counsel, on July 1, 2013 for use for one year.

In accepting this award and any payments made pursuant thereto, (1) the undersigned represents that they are duly authorized to act on behalf of the recipient county, and (2) the Grantee does hereby agree to perform in accordance with the terms and conditions set forth in this Agreement, **Attachment A, Grant Work Plan**, and all attachments and exhibits named herein which are attached hereto and incorporated by reference. For purposes of this Agreement, the terms "Contract" and "Agreement" and the terms "Grantee", "Recipient" and "Contractor", are used interchangeably.

BY AND ON BEHALF OF THE DESIGNATED RECIPIENT COUNTY:


Signature of Authorized Representative
Jack R. Brown
County Administrator
JACK R. BROWN
COUNTY ADMINISTRATOR
TAYLOR COUNTY, FL
201 E. GREEN ST.
PERRY, FL 32347

2/11/2014
Date

Please return to:

Department of Environmental Protection
Division of Waste Management
Financial Management & Procurement Section - M.S. # 4555
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

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

Specify Type	Letter/ Number	Description (include number of pages)
Attachment	A	Grant Work Plan (4 Pages)
Attachment	B	Reimbursement Request Form and Instructions (2 Pages)
Attachment	C	Contract Payment Requirements (1 Page)
Attachment	D	Progress Report Form (2 Pages)
Attachment	E	Special Audit Requirements (5 Pages)

14

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

THE BOARD TO REVIEW AND CONSIDER APPROVAL OF CHANGES TO THE BOARD'S DECEASED INDIGENTS POLICY.

**MEETING DATE REQUESTED:**

JUNE 2, 2014

Statement of Issue: THE BOARD TO CONSIDER CHANGES TO A POLICY

Recommended Action: APPROVE

Fiscal Impact: N/A

Budgeted Expense: YES

Submitted By: DUSTIN HINKEL, COUNTY ADMINISTRATOR

Contact: 838-3500

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: THE CHANGE CLARIFIES THE DELEGATION OF AUTHORITY TO THE COUNTY ADMINISTRATOR TO APPROVE AGREEMENTS WHEN COMPLIANT WITH THE BOARD'S POLICY.

Options: APPROVE/NOT APPROVE

Attachments: POLICY 2008-16



Taylor County Board of County Commissioners' Policy Manual

2.02

Policy #:	Title:	Effective Date:
2008-16	Deceased Indigents Policy	6/2/14

Deleted: 2/3/14

PURPOSE

The purpose of this policy is to provide uniform guidelines pursuant to Chapter 406 of the Florida Statutes for the cremation of deceased persons or remains unclaimed or which are required to be cremated at public expense in a decent and dignified manner.

REFERENCE

Florida Statute 406

POLICY

Cremation of Deceased Indigents. The intent of this policy is to provide guidelines for deceased indigents in Taylor County in accordance with the County's statutory responsibility to do so as detailed in Florida Statute 406, in county funeral homes at a flat fee to be set by the County.

The program applies to a deceased person who meets all the following criteria:

1. Pronounced dead in Taylor County or was a resident of Taylor County and determined by a Taylor County Funeral Home to be indigent.
2. Had no living relatives or no living relatives with adequate income or resources to afford a private cremation.

Had relatives who cannot or will not accept responsibility for a burial or cremation.

Determination of indigence is the responsibility of the individual local Funeral Directors subject to approval by the County Administrator or his or her designee. The following criteria pertain to indigent burial assistance in Taylor County.

1. The deceased does not have to have been a resident of Taylor County or the United States.
2. Bodies may not be transported into or out of Taylor County under this particular program.
3. A certified copy of the death certificate must accompany the request for payment from the Funeral Home.
4. Prior to certification of indigence the local funeral home will attempt to recover expense(s) from the following resources:
 - Social Security lump sum benefits.
 - Miscellaneous Resources, i.e, Nursing Homes, cash estates, assets in bank, life insurance, etc.

The Funeral Home is not to proceed without a signed purchase order. When a decision has been made on the request for payment of a funeral bill, the funeral home will be issued a purchase order authorizing payment of the cremation and notified telephonically of the approval. The maximum authorized payment to funeral homes is \$500.

Unclaimed dead bodies/remains disposition: In accordance with Florida Statutes (F.S.), section 406.50, the State Anatomical Board located at the University of Florida Health Science Center, must be immediately notified each time any public officers, agents, or employees of Taylor County and every person in charge of any prison, morgue, hospital, funeral parlor, or mortuary and all other persons coming into possession, charge, or control of any dead human body or remains which are unclaimed or which are required to be directly cremated at public expense.

Notification of the anatomical board is NOT required if the death was:

- 1) caused by crushing injury,
- 2) deceased had a contagious disease,
- 3) autopsy was required to determine cause of death,
- 4) body was in a severe state of decomposition,
- 5) relative, by blood or marriage, claims the body for burial at the expense of the relative,
- 6) any friend, or any representative of a fraternal society of which the deceased was a member, or a representative of any charitable or religious organization, or a governmental agency which was providing residential care to the indigent person at the time of his or her death claims the body for burial at their expense.

Such dead human bodies, as described in this chapter, shall be delivered to the anatomical board as soon as possible after death. All related transportation costs will be incurred by the University of Florida Health Science Center Anatomical Board.

Taylor County reserves the right and in accordance with the rules, laws and practices for disposing of such unclaimed bodies to cremate the deceased person and to make a reasonable effort to locate relatives, prior to cremation, from the point of approval by the County Administrator's Office, up to a maximum of 10 days allowed to determine next of kin.

The Taylor County Board of County Commissioners, or designee, where such person dies, shall be considered a legally authorized person as defined in section 470.002, Florida Statutes. A person licensed under F.S. Chapter 470 or Chapter 497 shall not be liable for any damages resulting from the cremating of such body at the direction of the county's legally authorized person.

The person or entity in charge or control of the dead body or human remains shall make a reasonable effort to determine; whether or not the deceased person is entitled to burial in a national cemetery as a veteran of the Armed Forces and, if so, shall make arrangements for such services in accordance with the provisions of 38 C.F.R. For purposes of this subsection "a reasonable effort" includes contacting the Taylor County Veterans Service Officer or regional office of the United States Department of Veterans Affairs.

PROCEDURE

1. If an individual initiates a request for disposition services with the County rather than with a funeral home, the individual shall be advised to contact the funeral home of his/her choice, and if he/she indicates no preference, the County shall provide a referral to the nearest available provider of services.
2. After exhausting all possibilities for private compensation, the Funeral Home Director shall certify in writing that the deceased lacks the adequate income, assets, and/or support from friends or family to support a private cremation. This certification of indigence along with a certified copy of the death certificate shall be submitted to the Office of the County Administrator to request approval for the payment of public funds under this program.
3. The County Administrator, or designee, shall review the request for indigence and payment and will authorize the issuance of purchase order to the requesting funeral home. The funeral home shall not proceed without an approved purchase order from the County. The County Administrator shall have the authority to approve agreements with funeral homes to provide this service.
4. Upon approval by the County Administrator, the funeral home shall notify the State Anatomical Board, if the deceased meets the criteria as set forth in section 406.50, Florida Statutes. If the body is accepted by the State Anatomical Board, the funeral home shall proceed according to subsection 406.50(2), Florida Statutes. The University of Florida Health Science Center Anatomical Board shall be responsible for the cost of preparation and transportation of the body to the Center. If the body is not accepted, the funeral home shall proceed with the cremation of the deceased.
5. The funeral home shall submit an itemized invoice for payment to the Taylor County Finance Department, along with documentation that contact was made with the State Anatomical Board.
6. The County shall make payment in the amount indicated under Policy Guidelines within 30 days from receipt of the invoice.

RESPONSIBLE DEPARTMENT

Office of the County Administrator

Revision Date: 11/03/2008
02/04/2014
06/02/2014

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Library Children Program Coordinator



MEETING DATE REQUESTED:

June 2, 2014

Statement of Issue: New seasonal position for the Library to offer children programming during the summer.

Recommended Action: Approve new job description

Fiscal Impact: \$9.31 x 40 hours per week for 10 weeks = \$3,724.00 plus FICA, Fed, workers comp expenses

Budgeted Expense: Current budget has this position as full time

Submitted By: Linda Hawkins, Library Manager

Contact: Linda Hawkins, Library Manager

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The full time Youth Librarian position was vacated this year. Before we fill that position with a full time replacement, we want to try having this position filled during the summer months only. This is a trial run for summer 2014 to see if the patrons are satisfied with a seasonal youth librarian.

Options: Do not offer children's program

Attachments: Job Description

Taylor County Board of County Commissioners

JOB TITLE: Children Program Coordinator

EXEMPT (Y/N):	No	UNION (Y/N):	No
SALARY LEVEL:	Pay grade 7 step 1 \$9.31 per hour		
LOCATION:	Public Library	DEPARTMENT:	Library
PREPARED BY:	Human Resources	DATE:	03/26/14
APPROVED BY:		DATE:	

SUMMARY:

The Children Program Coordinator will be responsible for the reading program preparation, presentation, evaluation and implementation.

ESSENTIAL FUNCTIONS:

Duties may include, but are not limited to the following:

1. Prepare reading program materials, maintain program schedule, plan and organize reading programs.
2. Coordinate and register children for summer reading program.
3. Maintain organization of all materials and displays in children's department.
4. Design, create and display activity boards, bulletin boards, posters, group activities and handouts that directly reinforce and encourage reading skills to various age levels and reading abilities.
5. Use print, media, website and other means to advertise, promote and encourage attendance and participation of children.
6. Perform duties of circulation desk.
7. Must directly and effectively supervise groups of minor children.
8. Must have command of the English language.

QUALIFICATION REQUIREMENTS:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

KNOWLEDGE, SKILLS AND ABILITIES:

- Ability to plan, organize and implement various activities and programs.
- Ability to follow written and oral instructions.
- Ability to establish and maintain effective working relationships with others.
- Ability to receive the public with courtesy.
- Ability to adhere to prescribed departmental procedure.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Taylor County Board of County Commissioners

JOB TITLE: Children Program Coordinator

While performing the duties on this job, the employee is regularly required to sit, stand, use hands and fingers, walk, reach, stoop, kneel and crouch. The employee must occasionally lift and/or move up to 40 pounds.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- ◆ While performing this job, the employee works with children of all ages in an indoor and outdoor environment.

EDUCATION AND/OR EXPERIENCE:

Must possess a valid, current Florida Teaching Certificate, K – 12th grade OR be a Florida Certified Librarian.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE: Equal Employment Opportunity Plan Utilization Report



MEETING DATE REQUESTED: Monday, June 2, 2014

Statement of Issue: Grant submission requires EEOP Utilization Report be submitted by grantee (Sheriff's office).

Recommended Action: Chairman to certify report

Fiscal Impact: none

Budgeted Expense: none

Submitted By: Michelle Sumrall

Contact: Michelle Sumrall

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The United States Department of Justice requires an EEOP Utilization Report be certified for the current JAG grant, which is \$23,110.00

Options: None

Attachments: EEOP Utilization Report

EEOP Utilization Report



Thu May 08 15:40:36 EDT 2014

Step 1: Introductory Information

Grant Title: JAG Grant Number: 2014-jagc-tayl-1-e5-151
Grantee Name: Award Amount: \$23,111.00
Grantee Type: Local Government Agency
Address:

Contact Person: Telephone #:
Contact Address:

DOJ Grant Manager: DOJ Telephone #:

Policy Statement:

EQUAL EMPLOYMENT STATEMENT

Taylor County is an equal opportunity employer. All employment decisions are made on the basis of individual skills, regardless of such factors as race, color, religion, national origin, sex, age, marital status, pregnancy, genetic information, disability or any other protected status or condition protected by applicable federal, state or local laws. Taylor County will make reasonable accommodations consistent with applicable law to the known disabilities of an otherwise qualified applicant or employee who is able to perform the essential functions of the position sought or held. Taylor County does not tolerate discrimination or unlawful harassment (including sexual harassment). Likewise, Taylor County does not permit retaliation for reporting unlawful conduct.

Step 4b: Narrative Underutilization Analysis

Step 5 & 6: Objectives and Steps

Step 7a: Internal Dissemination

Step 7b: External Dissemination

Utilization Analysis Chart
Relevant Labor Market: Taylor County, Florida

Job Categories	Male								Female							
	White	Hispanic or Latino	Black or African American	American Indian or Alaska Native	Asian	Native Hawaiian or Other Pacific Islander	Two or More Races	Other	White	Hispanic or Latino	Black or African American	American Indian or Alaska Native	Asian	Native Hawaiian or Other Pacific Islander	Two or More Races	Other
Officials/Administrators																
Workforce #/%	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/
CLS #/%	295/65%	0/0%	20/4%	0/0%	0/0%	0/0%	0/0%	0/0%	130/29%	0/0%	10/2%	0/0%	0/0%	0/0%	0/0%	0/0%
Utilization #/%																
Professionals																
Workforce #/%	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/
CLS #/%	195/23%	0/0%	75/9%	0/0%	30/4%	0/0%	0/0%	0/0%	360/42%	55/6%	105/12%	0/0%	30/4%	0/0%	0/0%	0/0%
Utilization #/%																
Technicians																
Workforce #/%	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/
CLS #/%	80/40%	0/0%	20/10%	0/0%	0/0%	0/0%	35/18%	0/0%	65/32%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%
Utilization #/%																
Protective Services:																
Sworn																
Workforce #/%	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/
CLS #/%	360/57%	0/0%	75/12%	0/0%	0/0%	0/0%	40/6%	0/0%	135/21%	0/0%	20/3%	0/0%	0/0%	0/0%	0/0%	0/0%
Utilization #/%																
Protective Services: Non-sworn																
Workforce #/%	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/
Civilian Labor Force #/%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	15/100%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%
Utilization #/%																
Administrative Support																
Workforce #/%	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/
CLS #/%	490/23%	0/0%	165/8%	0/0%	0/0%	0/0%	0/0%	0/0%	1,050/50%	55/3%	350/17%	0/0%	10/0%	0/0%	0/0%	0/0%
Utilization #/%																
Skilled Craft																

Job Categories	Male							Female									
	White	Hispanic or Latino	Black or African American	American Indian or Alaska Native	Asian	Native Hawaiian or Other Pacific Islander	Two or More Races	Other	White	Hispanic or Latino	Black or African American	American Indian or Alaska Native	Asian	Native Hawaiian or Other Pacific Islander	Two or More Races	Other	
Workforce #/%	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/	
CLS #/%	780/91%	0/0%	35/4%	0/0%	0/0%	0/0%	0/0%	0/0%	45/5%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	
Utilization #/%																	
Service/Maintenance																	
Workforce #/%	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/	
CLS #/%	1,425/51%	20/1%	285/10%	0/0%	0/0%	0/0%	0/0%	0/0%	715/26%	75/3%	245/9%	0/0%	0/0%	0/0%	15/1%	0/0%	
Utilization #/%																	

I understand the regulatory obligation under 28 C.F.R. § 42.301-.308 to collect and maintain extensive employment data by race, national origin, and sex, even though our organization may not use all of this data in completing the EEOP Utilization Report.

I have reviewed the foregoing EEOP Utilization Report and certify the accuracy of the reported workforce data and our organization's employment policies.

[signature]

[title]

[date]

Utilization Analysis Chart

[illegible]

Job Categories	Male								Female							
	White	Hispanic or Latino	Black or African American	American Indian or Alaska Native	Asian	Native Hawaiian or Other Pacific Islander	Two or More Races	Other	White	Hispanic or Latino	Black or African American	American Indian or Alaska Native	Asian	Native Hawaiian or Other Pacific Islander	Two or More Races	Other
Workforce #/%	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/
C.L.S. #/%	780/91%	0/0%	35/4%	0/0%	0/0%	0/0%	0/0%	0/0%	45/5%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/
Utilization #/%																0/0%
Service/Maintenance																
Workforce #/%	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/
C.L.S. #/%	1,425/51%	20/1%	285/10%	0/0%	0/0%	0/0%	0/0%	0/0%	715/26%	75/3%	245/9%	0/0%	0/0%	0/0%	15/1%	0/0%
Utilization #/%																

CERTIFICATION FORM

Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

Please read carefully the Instructions (see below) and then complete Section A or Section B or Section C, not all three.

Recipient's Name:		DUNS Number:
Address:		065887796
Grant Title:	Grant Number:	Award Amount: 23,111
Name and Title of Contact Person:		2014-jagc-fayl-1-es-151
Telephone Number:	E-Mail Address:	

Section A—Declaration Claiming Complete Exemption from the EEOP Requirement

Please check all the following boxes that apply:

- ☐ Recipient has less than fifty employees. ☐ Recipient is an Indian tribe. ☐ Recipient is a medical institution.
☐ Recipient is a nonprofit organization. ☐ Recipient is an educational institution. ☒ Recipient is receiving an award less than \$25,000.

I, _____ [responsible official],
certify that _____ [recipient] is

not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R. § 42.302.

I further certify that _____ [recipient]
will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of
services.

Print or Type Name and Title

Signature

Date

Section B—Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review

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

I, _____ } [responsible official],
certify that _____ [recipient],
which has fifty or more employees and is receiving a single award or subaward for \$25,000 or more, but less than
\$500,000, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E. I further certify that within the last
twenty-four months, the proper authority has formulated and signed into effect the EEOP and, as required by applicable
federal law, it is available for review by the public, employees, the appropriate state planning agency, and the Office for
Civil Rights, Office of Justice Programs, U.S. Department of Justice. The EEOP is on file at the following office:

_____ [organization],

_____ [address].

Print or Type Name and Title

Signature

Date

Section C—Declaration Stating that an EEOP Utilization Report Has Been Submitted to the Office for Civil Rights for Review

If a recipient agency has fifty or more employees and is receiving a single award or subaward of \$500,000 or more, then the recipient agency must send an EEOP Utilization Report to the OCR for review.

I, _____ [responsible official],
certify that _____ [recipient],
which has fifty or more employees and is receiving a single award of \$500,000 or more, has formulated an EEOP in
accordance with 28 CFR pt. 42, subpt. E, and sent it for review on _____ [date] to the
Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

Print or Type Name and Title

Signature

Date

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO REVIEW AND CONSIDER APPROVAL OF
MANAGEMENT CERTIFICATE AND MEMORANDUM OF
UNDERSTANDING ADDING THE STEINHATCHEE RIVER TO THE
BIG BEND SALTWATER PADDLING TRAIL, AS AGENDAED BY
MEG INFIORATI.

MEETING DATE REQUESTED:

JUNE 2, 2014

Statement of Issue: THE BOARD TO CONSIDER AN MOU

Recommended Action: APPROVE

Fiscal Impact: TBD

Budgeted Expense: YES

Submitted By: MEG INFIORATI

Contact: 371-1702

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: THE BOARD WAS BRIEFED A PROPOSAL TO ADD THE
STEINHATCHEE RIVER TO THE BIG BEND SALTWATER PADDLING TRAIL AT THE
MAY WORKSHOP. SEE ATTACHMENTS FOR MORE INFORMATION.

Options: APPROVE/NOT APPROVE

Attachments: MANAGEMENT CERTIFICATE
MOU
CORRESPONDENCE

MEMORANDUM OF UNDERSTANDING (MOU)
BIG BEND SALTWATER PADDLING TRAIL EXTENSION
STEINHATCHEE RIVER, STEINHACHEE, FL

PARTIES TO THIS MOU:

The Parties to this Memorandum Of Understanding (MOU) are identified as (a) Taylor County Board of County Commissioners and (b) Dixie County Board of County Commissioners, hereinafter referred to as "Parties".

INTERESTED PARTY:

Florida Office of Greenways & Trails (OGT) under the Florida Department of Environmental Protection provides leadership to expand the Florida Greenways and Trails System. To fulfill its mission under the Florida Greenways and Trails Act (Chapter 260, F. S) OGT disseminates information about the many benefits that greenways and trails provide to Florida residents and visitors. OGT provides information to residents and visitors about greenways and trails recreational opportunities through publications, e-newsletters, FloridaGreenwaysAndTrails.com and VisitFlorida.com/trails.

PURPOSE:

The purpose of this MOU is to outline the responsibilities and roles associated with the maintenance of the Big Bend Saltwater Paddling Trail Extension, Steinhatchee River. This MOU obligates the Parties maintain navigable waters along the Steinhatchee River, from the Upper Steinhatchee River Falls to the Steinhatchee River Bridge designated as CR358/10th St bridge which runs between Dixie County (Jena, FL) and Taylor counties (Steinhatchee, FL). Applying for and complying with this MOU provides Taylor County and Dixie County the special designation of Big Bend Saltwater Paddling Trail Extension, Steinhatchee River, along with inclusion in the marketing and mapping products produced by OGT, as well as signage for both the Dixie and Taylor County sides of the river for visitor notification.

Being designated a part of the Big Bend Saltwater Paddling Trail supports Taylor County's and Dixie County's desire for expanded tourism opportunities. Complying with the MOU provides one new approach to attracting a new type of visitor, kayak/canoe enthusiasts.

COMPLIANCE

Compliance includes performing maintenance of the Steinhatchee River. Maintenance will be performed on the following schedule:

1) One time per year between January 1 and March 30 of each year, volunteers coordinated by the county managers for both Dixie and Taylor will travel the river in small boats or canoes or kayaks and identify any obstructions using GPS markings if

possible and photos. This information will then be forwarded to both county managers at their respective email addresses.

2) The two county managers will then coordinate a team of county maintenance staff to plan and perform the appropriate maintenance within 30 days of receipt of the volunteer report.

3) In the event of a major storm, the counties will repeat the above items 1) within 90 days of the storm and 2) within 30 days of the receipt of the volunteer report.

NON-COMPLIANCE

The consequences for non-compliance within 180 days after notification from the Office of Greenways and Trails, is the removal of the designation from future marketing and map materials available to visitors to the State of Florida.

TERM:

This MOU will remain in effect continuously until any of the three parties individually chooses to notify the others of its desire to end its' participation.

Signatures:

Taylor County

Dixie County

Signature – County Commissioner

Signature – County Commissioner

Printed Name

Printed Name

Date

Date

MANAGEMENT CERTIFICATE
FOR DESIGNATION OF LANDS OR WATERWAYS AS PART OF THE
FLORIDA GREENWAYS AND TRAILS SYSTEM

Florida Greenways and Trails Program
Management Certificate
Page 1 of 2 Pages

The undersigned Managing Entity hereby ratifies and confirms:

- (1) That it is willing to manage the Project following its designation by the Department of Environmental Protection as part of the Florida Greenways and Trails System;
- (2) That management of the project will be based on and proceed in accordance with the terms and conditions of the following:
 - (a) Existing leases, subleases, management plans, licenses, easements or other agreements or encumbrances previously executed and currently in effect for any portion of the lands or waterways located within the Project; and
 - (b) A designation agreement to be negotiated among and executed by the undersigned Managing Entity, the Owner(s) of the lands or waterways proposed for designation and the Secretary of the Department of Environmental Protection, which designation agreement shall be subordinate to any existing leases, agreements or other encumbrances described in paragraph (a) above.
- (3) That in the event the undersigned ceases to be the Managing Entity of the Project or if the aforementioned designation agreement is amended, rescinded or otherwise terminated for any reason, the undersigned will notify the Department's Office of Greenways and Trails within five (5) business days following the occurrence of any such event.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be signed as of the date set forth below.

MANAGING ENTITY

Taylor County Board of County Commissioners (Co-Managers)

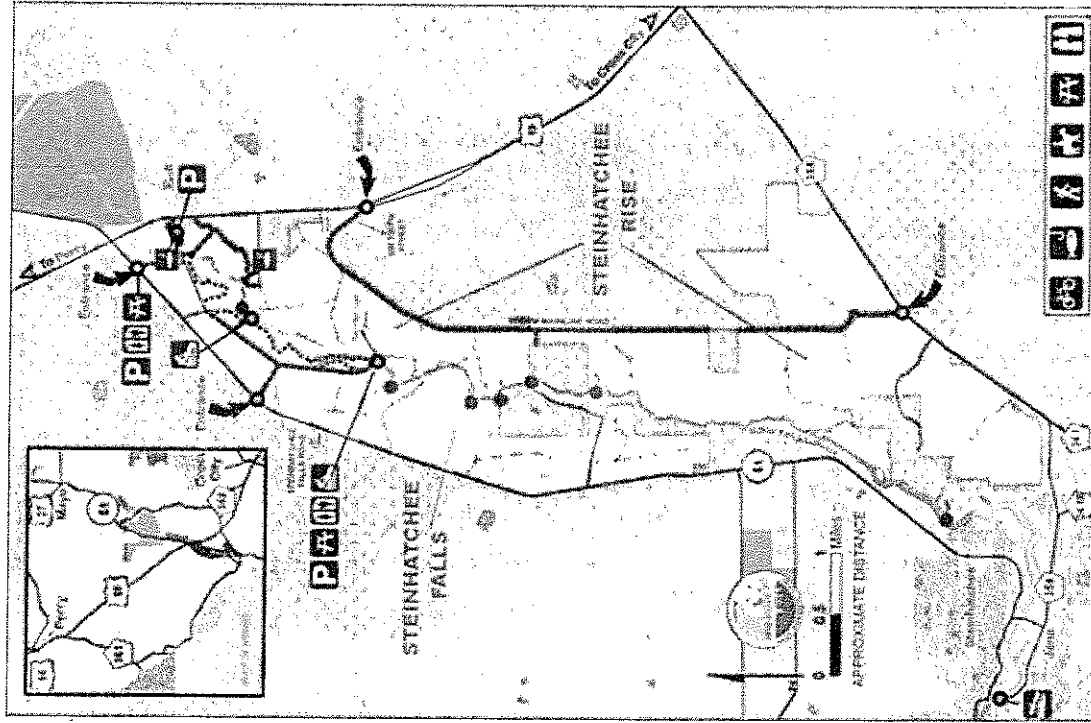
[Print Name of Managing Entity]

By: _____

Print Name: Malcolm Page

Title: Chairman

Date: _____



Dustin Hinkel

From: meg infiorati <megifl@yahoo.com>
Sent: Friday, May 16, 2014 9:05 AM
To: Dustin Hinkel
Subject: Documents for the Workshop on Paddling Trail
Attachments: MEMORANDUM OF UNDERSTANDING.docx; Designation Management Certificate in fillable format Taylor.pdf; map.jpg

Hi Dustin,

Thank you SOOO much for calling me back.

Attached are several documents.

1) The Form that would be signed requesting designation of the Steinhatchee River as a Florida Paddling Trail under the DEP.

2) A copy of the Memorandum of Understanding regarding maintenance of the river. This would be signed by both Taylor County and Dixie County. Mike Cassidy has already planned to have this in the Dixie Board's hands in June and they are ready to sign at their county meeting.

3) map of the area to be designated from the upper falls to channel marker 1 which will then connect to the Big Bend Saltwater Paddling Trail that runs along the coast.

As we are hosting the Hidden Coast Paddling Festival in October, we are trying to get the river designation asap as this will be a great marketing tool for the event and of course for all future marketing of the river.

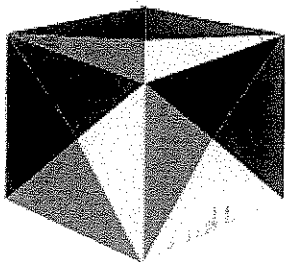
Additionally the goal will be to give the businesses both along the river as well as hotels a short distance from the river a new capability to market and designate themselves as businesses serving the Steinhatchee Paddling Trail which is only as limited as they make it... or as expansive as they can imagine!

I will have a more complete presentation available for the June meeting if I can get on the calendar.

Please take a quick look, pop open the website, Office of Greenways and Trails, <http://www.dep.state.fl.us/gwt/paddling/saltwater.htm>. This is where we would also obtain additional marketing boosts as visitors to FL investigate water options for vacations in Florida.

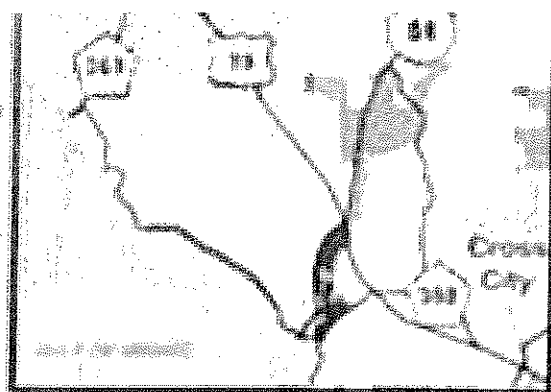
Thanks very much...

Meg E. Infiorati, Ph.D.
Organizational Psychology
Organizational Management
1-850-371-1702
megifl@yahoo.com
info@bigbendsolution.com
<http://www.bigbendsolution.com/>



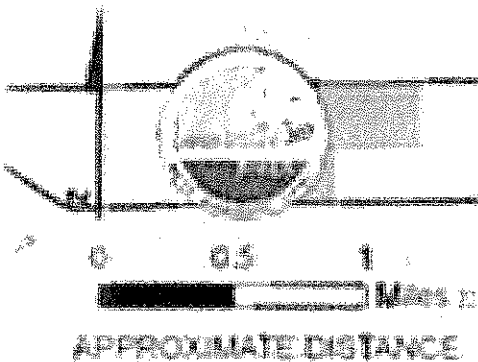
Big Bend Solutions, LLC

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STEINHATCHEE
FALLS

STEINHATCHEE
RISE



P 0 0 0 0

P

P 0 0 0 0

11

111

To Cross City

Entrance

Entrance

Entrance

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO CONSIDER APPROVAL OF A REQUEST TO RE-APPOINT JOHN HORNBUCKLE, KEN ARNOLD, AND GARY BRETT TO THE BOARD OF DIRECTORS FOR DOCTORS' MEMORIAL HOSPITAL, AS AGENDAED BY GERRI FORBES, CEO.

MEETING DATE REQUESTED:

JUNE 2, 2014

Statement of Issue: THE BOARD TO CONSIDER APPOINTMENTS

Recommended Action: APPROVE

Fiscal Impact: N/A

Budgeted Expense: N/A

Submitted By: GERRI FORBES, DMH CEO

Contact: 838-3500

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: DMH HAS 3 UPCOMING VACANCIES ON ITS BOARD OF DIRECTORS. THE POSITIONS WERE ADVERTISED BY STAFF.

Options: DISCUSS/APPROVE/NOT APPROVE

Attachments: REQUESTS FOR RE-APPOINTMENT



A partnership with Tallahassee Memorial HealthCare

April 28, 2014

Jack Brown/Dustin Hinkle
Taylor County Administrator

Please be advised that my 3 year term is up May 31, 2014 for Doctors' Memorial Board of Directors. I would like to continue serving on the DMH Board for another 3 year term, as per the Lease and DMH Bylaws. I have enjoyed my time serving on the board and feel I can be an asset to the hospital and community.

If you have any questions or comments, please do not hesitate to contact me.

Respectfully,

A handwritten signature in black ink, appearing to read "John Hornbuckle", with a long horizontal flourish extending to the right.

John Hornbuckle



A partnership with Tallahassee Memorial HealthCare

April 28, 2014

Jack Brown/Dustin Hinkle
Taylor County Administrator

Please be advised that my 3 year term is up May 31, 2014 for Doctors' Memorial Board of Directors. I would like to continue serving on the DMH Board for another 3 year term, as per the Lease and DMH Bylaws. I have enjoyed my time serving on the board and feel I can be an asset to the hospital and community.

If you have any questions or comments, please do not hesitate to contact me.

Respectfully,

A handwritten signature in black ink, appearing to read "Ken Arnold", with a long, sweeping flourish extending upwards and to the right.

Ken Arnold



A partnership with Tallahassee Memorial HealthCare

April 28, 2014

Jack Brown/Dustin Hinkle
Taylor County Administrator

Please be advised that my 3 year term is up May 31, 2014 for Doctors' Memorial Board of Directors. I would like to continue serving on the DMH Board for another 3 year term, as per the Lease and DMH Bylaws. I have enjoyed my time serving on the board and feel I can be an asset to the hospital and community.

If you have any questions or comments, please do not hesitate to contact me.

Respectfully,

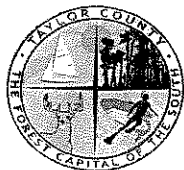
A handwritten signature in cursive script that reads "Gary Brett".

Gary Brett

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO REVIEW AND CONSIDER APPROVAL OF A CONTRACT TO PURCHASE PROPERTY LOCATED AT 433 US 19 NORTH TO RELOCATE THE SUPERVISOR OF ELECTIONS OFFICE.

MEETING DATE REQUESTED:

JUNE 2, 2014

Statement of Issue: THE BOARD TO CONSIDER A PROPERTY PURCHASE CONTRACT

Recommended Action: APPROVE

Fiscal Impact: \$133,943.50

Budgeted Expense: YES

Submitted By: CONRAD BISHOP, COUNTY ATTORNEY

Contact: 584-6113

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: THE BOARD HAS BUDGETED FUNDS TO ACQUIRE PROPERTY TO RELOCATE THE SUPERVISOR OF ELECTIONS OFFICE OUT OF THE COURTHOUSE. THE SUPERVISOR OF ELECTIONS CONSIDERED MANY SITES AND CHOSE THE SITE AT 433 US 19 NORTH. THE BOARD APPROVED THE ACQUISITION AND TASKED THE COUNTY ATTORNEY AND ADMINISTRATOR TO NEGOTIATE THE PURCHASE CONTRACT.

Options: APPROVE/NOT APPROVE

Attachments: PURCHASE CONTRACT
ATTORNEY CORRESPONDENCE

May 23, 2014

VIA E-MAIL AND REGULAR MAIL

Mr. Dustin Hinkel
% County Administrator
County Offices
201 E. Green Street
Perry, Florida 32347

Re: RBG, LLC

Dear Dustin:

Enclosed please find a Contract for the property to be purchased from RBG, LLC.

This needs to be put on the agenda for next regular meeting.

Thank you and I hope you are doing fine.

Respectfully,

Conrad C. Bishop, Jr.

CCB/kp

enclosure

ESTIMATED SETTLEMENT CHARGES

RBG, LLC sale to Taylor County

Property Address: 422 US 19 North, Perry, FL 32348

Parcel ID: 23-04-07-03115-000

Sales price:	125,000.00
Documentary stamps on deed	875.00
Attorney closing fees:	
• Document preparation	
• Title search	
• Title examination	
• Title insurance policy binder	
• Attorney's fees	
• Closing fee	1,800.00
Recording warranty deed	18.50
Real estate commission	<u>6,250.00</u>
	133,943.50*

*This figure **does not** include any fees/costs associated with Buyer mortgage fees, if applicable.

Big Bend Properties, Inc.
20845 Keaton Beach Drive
Perry, FL 32348
850.578.2898
Email: sandy_beach@bbpfl.com

1* 1. PARTIES AND PROPERTY: Taylor County ("Buyer")

2* agrees to buy and RBG, LLC ("Seller")

3* agrees to sell the property as: Street Address: _____

4* 433 US 19 North, Perry, FL 32348

5* Legal Description: 23-04-07-03115-000

6* _____

7* and the following Personal Property: None

8* _____

9 (all collectively referred to as the "Property") on the terms and conditions set forth below.

10* 2. PURCHASE PRICE: \$ 125,000.00

11* (a) Deposit held in escrow by _____ \$ _____
12 ("Escrow Agent") (checks are subject to actual and final collection)

13* Escrow Agent's address: _____ Phone: _____

14* (b) Additional deposit to be made to Escrow Agent within _____ days after Effective Date \$ _____

15* (c) Additional deposit to be made to Escrow Agent within _____ days after Effective Date \$ _____

16* (d) Total financing (see Paragraph 5) \$ _____

17* (e) Other \$ _____

18 (f) All deposits will be credited to the purchase price at closing. Balance to close, subject
19* to adjustments and prorations, to be paid with locally drawn cashier's or official bank \$ 125,000.00
20 check(s) or wire transfer.

21 3. TIME FOR ACCEPTANCE; EFFECTIVE DATE; COMPUTATION OF TIME: Unless this offer is signed by Seller
22* and Buyer and an executed copy delivered to all parties on or before March 28, 2014, this offer will be
23 withdrawn and the Buyer's deposit, if any, will be returned. The time for acceptance of any counter offer will be 3
24 days from the date the counter offer is delivered. The "Effective Date" of this Contract is the date on which the
25 last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter offer.
26 Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5
27 days or less will be computed without including Saturday, Sunday, or national legal holidays. Any time period ending
28 on a Saturday, Sunday, or national legal holiday will extend until 5:00 p.m. of the next business day. Time is of the
29 essence in this Contract.

30 4. CLOSING DATE AND LOCATION:

31* (a) Closing Date: This transaction will be closed on or before May 23, 2014 (Closing Date), unless specifically
32 extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including, but
33 not limited to, Financing and Due Diligence periods. In the event insurance underwriting is suspended on Closing
34 Date and Buyer is unable to obtain property insurance, Buyer may postpone closing up to 5 days after the
35 insurance underwriting suspension is lifted.

36* Buyer () () and Seller () () acknowledge receipt of a copy of this page, which is Page 1 of 8 Pages.

37* (b) Location: Closing will take place in _____ County, Florida. (If left blank, closing
38 will take place in the county where the property is located.) Closing may be conducted by mail or electronic means.

39 **5. THIRD PARTY FINANCING:**

40* **BUYER'S OBLIGATION:** Within _____ days (5 days if left blank) after Effective Date, Buyer will apply for third party
41* financing in an amount not to exceed _____ % of the purchase price or \$ _____, with a fixed interest rate
42* not to exceed _____ % per year with an initial variable interest rate not to exceed _____ %, with points or commitment
43* or loan fees not to exceed _____ % of the principal amount, for a term of _____ years, and amortized over _____
44 years, with additional terms as follows:

45*
46 Buyer will timely provide any and all credit, employment, financial and other information reasonably required by any
47* lender. Buyer will use good faith and reasonable diligence to (i) obtain Loan Approval within _____ days (45 days if
48 left blank) from Effective Date (Loan Approval Date), (ii) satisfy terms and conditions of the Loan Approval, and
49 (iii) close the loan. Buyer will keep Seller and Broker fully informed about loan application status and authorizes the
50 mortgage broker and lender to disclose all such information to Seller and Broker. Buyer will notify Seller immediately
51 upon obtaining financing or being rejected by a lender. **CANCELLATION:** If Buyer, after using good faith and
52* reasonable diligence, fails to obtain Loan Approval by Loan Approval Date, Buyer may within _____ days (3 days if left
53 blank) deliver written notice to Seller stating Buyer either waives this financing contingency or cancels this Contract.
54 If Buyer does neither, then Seller may cancel this Contract by delivering written notice to Buyer at any time
55 thereafter. Unless this financing contingency has been waived, this Contract shall remain subject to the
56 satisfaction, by closing, of those conditions of Loan Approval related to the Property. **DEPOSIT(S) (for purposes**
57 **of Paragraph 5 only):** If Buyer has used good faith and reasonable diligence but does not obtain Loan
58 Approval by Loan Approval Date and thereafter either party elects to cancel this Contract as set forth above or the
59 lender fails or refuses to close on or before the Closing Date without fault on Buyer's part, the Deposit(s) shall be
60 returned to Buyer, whereupon both parties will be released from all further obligations under this Contract, except for
61 obligations stated herein as surviving the termination of this Contract. If neither party elects to terminate this Contract
62 as set forth above or Buyer fails to use good faith or reasonable diligence as set forth above, Seller will be entitled to
63 retain the Deposit(s) if the transaction does not close.

64* **6. TITLE:** Seller has the legal capacity to and will convey marketable title to the Property by ☒ statutory warranty
65* deed ☐ other _____, free of liens, easements and encumbrances of record or
66 known to Seller, but subject to property taxes for the year of closing; covenants, restrictions and public utility
67 easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be
68* subject) Buyer will be responsible for property taxes for January 1, 2014 - December 31, 2014

69*
70 provided there exists at closing no violation of the foregoing and none of them prevents Buyer's intended use of the
71* Property as commercial

72 (a) **Evidence of Title:** The party who pays the premium for the title insurance policy will select the closing agent
73* and pay for the title search and closing services. Seller will, at (check one) ☐ Seller's ☒ Buyer's expense and
74* within _____ days ☐ after Effective Date ☒ or at least 5 _____ days before Closing Date deliver to Buyer (check one)
75* ☒ (i.) a title insurance commitment by a Florida licensed title insurer setting forth those matters to be
76 discharged by Seller at or before Closing and, upon Buyer recording the deed, an owner's policy in the amount
77 of the purchase price for fee simple title subject only to exceptions stated above. If Buyer is paying for the
78 evidence of title and Seller has an owner's policy, Seller will deliver a copy to Buyer within 15 days after
79 Effective Date.
80* ☐ (ii.) an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an
81 existing firm. However, if such an abstract is not available to Seller, then a prior owner's title policy acceptable
82 to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies
83 of all policy exceptions and an update in a format acceptable to Buyer from the policy effective date and
84 certified to Buyer or Buyer's closing agent together with copies of all documents recited in the prior policy and
85 in the update. If such an abstract or prior policy is not available to Seller then (i.) above will be the evidence of
86 title.

87 (b) **Title Examination:** Buyer will, within 15 days from receipt of the evidence of title deliver written notice to Seller
88 of title defects. Title will be deemed acceptable to Buyer if (1) Buyer fails to deliver proper notice of defects or

89* Buyer () () and Seller () () acknowledge receipt of a copy of this page, which is Page 2 of 8 Pages.

90* (2) **Buyer** delivers proper written notice and **Seller** cures the defects within ____ days from receipt of the notice
91 ("Curative Period"). If the defects are cured within the Curative Period, closing will occur within 10 days from receipt
92 by **Buyer** of notice of such curing. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect
93 cannot be cured within the Curative Period. If the defects are not cured within the Curative Period, **Buyer** will have
94 10 days from receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this Contract or
95 accept title subject to existing defects and close the transaction without reduction in purchase price.

96 (c) **Survey:** (check applicable provisions below)

97* ☐ (i.) **Seller** will, within ____ days from Effective Date, deliver to **Buyer** copies of prior surveys, plans,
98 specifications, and engineering documents, if any, and the following documents relevant to this transaction:
99*

100 prepared for **Seller** or in **Seller's** possession, which show all currently existing structures. In the event this
101 transaction does not close, all documents provided by **Seller** will be returned to **Seller** within 10 days from the
102 date this Contract is terminated.

103* ☒ **Buyer** will, at ☐ **Seller's** ☒ **Buyer's** expense and within the time period allowed to deliver and examine title
104 evidence, obtain a current certified survey of the Property from a registered surveyor. If the survey reveals
105* encroachments on the Property or that the improvements encroach on the lands of another, ☒ **Buyer** will
106* accept the Property with existing encroachments ☐ such encroachments will constitute a title defect to be
107 cured within the Curative Period.

108 (d) **Ingress and Egress:** **Seller** warrants that the Property presently has ingress and egress.

109 **7. PROPERTY CONDITION:** **Seller** will deliver the Property to **Buyer** at the time agreed in its present "as is"
110 condition, ordinary wear and tear excepted, and will maintain the landscaping and grounds in a comparable condition.
111 **Seller** makes no warranties other than marketability of title. In the event that the condition of the Property has
112 materially changed since the expiration of the Due Diligence Period, **Buyer** may elect to terminate the Contract and
113 receive a refund of any and all deposits paid, plus interest, if applicable. By accepting the Property "as is", **Buyer**
114 waives all claims against **Seller** for any defects in the Property. (Check (a) or (b))

115* ☐ (a) **As Is:** **Buyer** has inspected the Property or waives any right to inspect and accepts the Property in its "as is"
116 condition.

117* ☒ (b) **Due Diligence Period:** **Buyer** will, at **Buyer's** expense and within 10 days from Effective Date ("Due
118 Diligence Period"), determine whether the Property is suitable, in **Buyer's** sole and absolute discretion, for **Buyer's**
119 intended use and development of the Property as specified in Paragraph 6. During the Due Diligence Period,
120 **Buyer** may conduct any tests, analyses, surveys and investigations ("Inspections") which **Buyer** deems necessary
121 to determine to **Buyer's** satisfaction the Property's engineering, architectural, environmental properties; zoning and
122 zoning restrictions; flood zone designation and restrictions; subdivision regulations; soil and grade; availability of
123 access to public roads, water, and other utilities; consistency with local, state and regional growth management and
124 comprehensive land use plans; availability of permits, government approvals and licenses; compliance with
125 American with Disabilities Act; absence of asbestos, soil and ground water contamination; and other inspections
126 that **Buyer** deems appropriate to determine the suitability of the Property for **Buyer's** intended use and
127 development. **Buyer** will deliver written notice to **Seller** prior to the expiration of the Due Diligence Period of
128 **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice
129 requirement will constitute acceptance of the Property in its present "as is" condition. **Seller** grants to **Buyer**, its
130 agents, contractors and assigns, the right to enter the Property at any time during the Due Diligence Period for the
131 purpose of conducting Inspections; provided, however, that **Buyer**, its agents, contractors and assigns enter the
132 Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from losses,
133 damages, costs, claims and expenses of any nature, including attorneys' fees at all levels, and from liability to any
134 person, arising from the conduct of any and all inspections or any work authorized by **Buyer**. **Buyer** will not engage
135 in any activity that could result in a mechanic's lien being filed against the Property without **Seller's** prior written
136 consent. In the event this transaction does not close, (1) **Buyer** will repair all damages to the Property resulting
137 from the Inspections and return the Property to the condition it was in prior to conduct of the Inspections, and
138 (2) **Buyer** will, at **Buyer's** expense release to **Seller** all reports and other work generated as a result of the
139 Inspections. Should **Buyer** deliver timely notice that the Property is not acceptable, **Seller** agrees that **Buyer's**
140 deposit will be immediately returned to **Buyer** and the Contract terminated.

141 (c) **Walk-through Inspection:** **Buyer** may, on the day prior to closing or any other time mutually agreeable to the

142* **Buyer** () () and **Seller** () () acknowledge receipt of a copy of this page, which is Page 3 of 8 Pages.

143 parties, conduct a final "walk-through" inspection of the Property to determine compliance with this paragraph and
144 to ensure that all Property is on the premises.

145 **8. OPERATION OF PROPERTY DURING CONTRACT PERIOD:** Seller will continue to operate the Property and any
146 business conducted on the Property in the manner operated prior to Contract and will take no action that would
147 adversely impact the Property, tenants, lenders or business, if any. Any changes, such as renting vacant space, that
148 materially affect the Property or Buyer's intended use of the Property will be permitted ☒ only with Buyer's consent
149 ☐ without Buyer's consent.

150 **9. CLOSING PROCEDURE:** Unless otherwise agreed or stated herein, closing procedure shall be in accordance with
151 the norms where the Property is located.

152 **(a) Possession and Occupancy:** Seller will deliver possession and occupancy of the Property to Buyer at
153 closing. Seller will provide keys, remote controls, and any security/access codes necessary to operate all locks,
154 mailboxes, and security systems.

155 **(b) Costs:** Buyer will pay Buyer's attorneys' fees, taxes and recording fees on notes, mortgages and financing
156 statements and recording fees for the deed. Seller will pay Seller's attorneys' fees, taxes on the deed and
157 recording fees for documents needed to cure title defects. If Seller is obligated to discharge any encumbrance at or
158 prior to closing and fails to do so, Buyer may use purchase proceeds to satisfy the encumbrances.

159 **(c) Documents:** Seller will provide the deed; bill of sale; mechanic's lien affidavit; originals of those assignable
160 service and maintenance contracts that will be assumed by Buyer after the Closing Date and letters to each
161 service contractor from Seller advising each of them of the sale of the Property and, if applicable, the transfer of its
162 contract, and any assignable warranties or guarantees received or held by Seller from any manufacturer,
163 contractor, subcontractor, or material supplier in connection with the Property; current copies of the condominium
164 documents, if applicable; assignments of leases, updated rent roll; tenant and lender estoppels letters; tenant
165 subordination, non-disturbance and attornment agreements (SNDAs) required by the Buyer or Buyer's lender;
166 assignments of permits and licenses; corrective instruments; and letters notifying tenants of the change in
167 ownership/rental agent. If any tenant refuses to execute an estoppel letter, Seller will certify that information
168 regarding the tenant's lease is correct. If Seller is an entity, Seller will deliver a resolution of its Board of Directors
169 authorizing the sale and delivery of the deed and certification by the appropriate party certifying the resolution and
170 setting forth facts showing the conveyance conforms to the requirements of local law. Seller will transfer security
171 deposits to Buyer. Buyer will provide the closing statement, mortgages and notes, security agreements, and
172 financing statements.

173 **(d) Taxes and Prorations:** Real estate taxes, personal property taxes on any tangible personal property, bond
174 payments assumed by Buyer, interest, rents (based on actual collected rents), association dues, insurance
175 premiums acceptable to Buyer, and operating expenses will be prorated through the day before closing. If the
176 amount of taxes for the current year cannot be ascertained, rates for the previous year will be used with due
177 allowance being made for improvements and exemptions. Any tax proration based on an estimate will, at request
178 of either party, be readjusted upon receipt of current year's tax bill; this provision will survive closing.

179 **(e) Special Assessment Liens:** Certified, confirmed, and ratified special assessment liens as of the Closing Date
180 will be paid by Seller. If a certified, confirmed, and ratified special assessment is payable in installments, Seller will
181 pay all installments due and payable on or before the Closing Date, with any installment for any period extending
182 beyond the Closing Date prorated, and Buyer will assume all installments that become due and payable after the
183 Closing Date. Buyer will be responsible for all assessments of any kind which become due and owing after Closing
184 Date, unless an improvement is substantially completed as of Closing Date. If an improvement is substantially
185 completed as of the Closing Date but has not resulted in a lien before closing, Seller will pay the amount of the last
186 estimate of the assessment. This subsection applies to special assessment liens imposed by a public body and
187 does not apply to condominium association special assessments.

188 **(f) Foreign Investment in Real Property Tax Act (FIRPTA):** If Seller is a "foreign person" as defined by FIRPTA,
189 Seller and Buyer agree to comply with Section 1445 of the Internal Revenue Code. Seller and Buyer will
190 complete, execute, and deliver as directed any instrument, affidavit, or statement reasonably necessary to comply
191 with the FIRPTA requirements, including delivery of their respective federal taxpayer identification numbers or

192 Buyer () () and Seller () () acknowledge receipt of a copy of this page, which is Page 4 of 8 Pages.

193 Social Security Numbers to the closing agent. If **Buyer** does not pay sufficient cash at closing to meet the
194 withholding requirement, **Seller** will deliver to **Buyer** at closing the additional cash necessary to satisfy the
195 requirement.

196 **10. ESCROW AGENT:** **Seller** and **Buyer** authorize Escrow Agent or Closing Agent (collectively "Agent") to
197 receive, deposit, and hold funds and other property in escrow and, subject to collection, disburse them in accordance
198 with the terms of this Contract. The parties agree that Agent will not be liable to any person for misdelivery of
199 escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this Contract or gross
200 negligence. If Agent has doubt as to Agent's duties or obligations under this Contract, Agent may, at Agent's option,
201 (a) hold the escrowed items until the parties mutually agree to its disbursement or until a court of competent
202 jurisdiction or arbitrator determines the rights of the parties or (b) deposit the escrowed items with the clerk of
203 the court having jurisdiction over the matter and file an action in interpleader. Upon notifying the parties of such action,
204 Agent will be released from all liability except for the duty to account for items previously delivered out of escrow. If
205 Agent is a licensed real estate broker, Agent will comply with Chapter 475, Florida Statutes. In any suit in which Agent
206 interpleads the escrowed items or is made a party because of acting as Agent hereunder, Agent will recover
207 reasonable attorney's fees and costs incurred, with these amounts to be paid from and out of the escrowed items and
208 charged and awarded as court costs in favor of the prevailing party.

209 **11. CURE PERIOD:** Prior to any claim for default being made, a party will have an opportunity to cure any alleged
210 default. If a party fails to comply with any provision of this Contract, the other party will deliver written notice to the non-
211 complying party specifying the non-compliance. The non-complying party will have ___ days (5 days if left blank) after
212 delivery of such notice to cure the non-compliance. Notice and cure shall not apply to failure to close.

213 **12. RETURN OF DEPOSIT:** Unless otherwise specified in the Contract, in the event any condition of this Contract is
214 not met and **Buyer** has timely given any required notice regarding the condition having not been met, **Buyer's** deposit
215 will be returned in accordance with applicable Florida Laws and regulations.

216 **13. DEFAULT:**

217 (a) In the event the sale is not closed due to any default or failure on the part of **Seller** other than failure to make
218 the title marketable after diligent effort, **Buyer** may either (1) receive a refund of **Buyer's** deposit(s) or (2) seek
219 specific performance. If **Buyer** elects a deposit refund, **Seller** will be liable to Broker for the full amount of the
220 brokerage fee.

221 (b) In the event the sale is not closed due to any default or failure on the part of **Buyer**, **Seller** may either (1) retain
222 all deposit(s) paid or agreed to be paid by **Buyer** as agreed upon liquidated damages, consideration for the
223 execution of this Contract, and in full settlement of any claims, upon which this Contract will terminate or (2) seek
224 specific performance. If **Seller** retains the deposit, **Seller** will pay the Brokers named in Paragraph 20 fifty percent
225 of all forfeited deposits retained by **Seller** (to be split equally among the Brokers) up to the full amount of the
226 brokerage fee. If **Buyer** fails to timely place a deposit as required by this Contract, **Seller** may either (1) terminate
227 the Contract and seek the remedy outlined in this subparagraph or (2) proceed with the Contract without waiving
228 any remedy for **Buyer's** default.

229 **14. ATTORNEY'S FEES AND COSTS:** In any claim or controversy arising out of or relating to this Contract, the
230 prevailing party, which for purposes of this provision will include **Buyer**, **Seller** and Broker, will be awarded reasonable
231 attorneys' fees, costs, and expenses.

232 **15. NOTICES:** All notices will be in writing and may be delivered by mail, overnight courier, personal delivery, or
233 electronic means. Parties agree to send all notices to addresses specified on the signature page(s). Any notice,
234 document, or item given by or delivered to an attorney or real estate licensee (including a transaction broker)
235 representing a party will be as effective as if given by or delivered to that party.

236 **16. DISCLOSURES:**

237 (a) **Commercial Real Estate Sales Commission Lien Act:** The Florida Commercial Real Estate Sales
238 Commission Lien Act provides that a broker has a lien upon the owner's net proceeds from the sale of commercial
239 real estate for any commission earned by the broker under a brokerage agreement. The lien upon the owner's net

240* **Buyer** () () and **Seller** () () acknowledge receipt of a copy of this page, which is Page 5 of 8 Pages.

proceeds is a lien upon personal property which attaches to the owner's net proceeds and does not attach to any interest in real property. This lien right cannot be waived before the commission is earned.

(b) **Special Assessment Liens Imposed by Public Body:** The Property may be subject to unpaid special assessment lien(s) imposed by a public body. (A public body includes a Community Development District.) Such liens, if any, shall be paid as set forth in Paragraph 9(e).

(c) **Radon Gas:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

(d) **Energy-Efficiency Rating Information:** Buyer acknowledges receipt of the information brochure required by Section 553.996, Florida Statutes.

17. RISK OF LOSS:

(a) If, after the Effective Date and before closing, the Property is damaged by fire or other casualty, Seller will bear the risk of loss and Buyer may cancel this Contract without liability and the deposit(s) will be returned to Buyer. Alternatively, Buyer will have the option of purchasing the Property at the agreed upon purchase price and Seller will credit the deductible, if any and transfer to Buyer at closing any insurance proceeds, or Seller's claim to any insurance proceeds payable for the damage. Seller will cooperate with and assist Buyer in collecting any such proceeds. Seller shall not settle any insurance claim for damage caused by casualty without the consent of the Buyer.

(b) If, after the Effective Date and before closing, any part of the Property is taken in condemnation or under the right of eminent domain, or proceedings for such taking will be pending or threatened, Buyer may cancel this Contract without liability and the deposit(s) will be returned to Buyer. Alternatively, Buyer will have the option of purchasing what is left of the Property at the agreed upon purchase price and Seller will transfer to the Buyer at closing the proceeds of any award, or Seller's claim to any award payable for the taking. Seller will cooperate with and assist Buyer in collecting any such award.

18. **ASSIGNABILITY; PERSONS BOUND:** This Contract may be assigned to a related entity, and otherwise ☐ is not assignable ☐ is assignable. If this Contract may be assigned, Buyer shall deliver a copy of the assignment agreement to the Seller at least 5 days prior to Closing. The terms "Buyer," "Seller" and "Broker" may be singular or plural. This Contract is binding upon Buyer, Seller and their heirs, personal representatives, successors and assigns (if assignment is permitted).

19. **MISCELLANEOUS:** The terms of this Contract constitute the entire agreement between Buyer and Seller. Modifications of this Contract will not be binding unless in writing, signed and delivered by the party to be bound. Signatures, initials, documents referenced in this Contract, counterparts and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. This Contract will be construed under Florida law and will not be recorded in any public records.

20. **BROKERS:** Neither Seller nor Buyer has used the services of, or for any other reason owes compensation to, a licensed real estate Broker other than:

(a) **Seller's Broker:** Big Bend Properties, Inc BK 3141484 Real Estate Commission 5%
(Company Name)
20845 Keaton Beach Drive, Perry, FL 32348 (Licensee)
(Address, Telephone, Fax, E-mail)

who ☐ is a single agent ☒ is a transaction broker ☐ has no brokerage relationship and who will be compensated by ☐ Seller ☒ Buyer ☐ both parties pursuant to ☐ a listing agreement ☐ other (specify) _____

Buyer () () and Seller () () acknowledge receipt of a copy of this page, which is Page 6 of 8 Pages.

288* (b) Buyer's Broker: N/A

289

(Company Name)

(Licensee)

290*

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(Address, Telephone, Fax, E-mail)

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Buyer () () and Seller () () acknowledge receipt of a copy of this page, which is Page 7 of 8 Pages.

334 Each person signing this Contract on behalf of a party that is a business entity represents and warrants to the other
335 party that such signatory has full power and authority to enter into and perform this Contract in accordance with its
336 terms and each person executing this Contract and other documents on behalf of such party has been duly authorized
337 to do so.

338* _____ Date: _____
339 (Signature of Buyer)

340* Taylor County Tax ID No: _____
341 (Typed or Printed Name of Buyer)

342* Title: _____ Telephone: _____

343* _____ Date: _____
344 (Signature of Buyer)

345* _____ Tax ID No: _____
346 (Typed or Printed Name of Buyer)

347* Title: _____ Telephone: _____

348* Buyer's Address for purpose of notice: _____

349* Facsimile: _____ Email: _____

350* _____ Date: _____
351 (Signature of Seller)

352* RBG, LLC Robert Steedley MGRM Gail Moffatt MGRM Tax ID No: _____
353 (Typed or Printed Name of Seller)

354* Title: _____ Telephone: _____

355* _____ Date: _____
356 (Signature of Seller)

357* Earl A. Manning MGRM Tax ID No: _____
358 (Typed or Printed Name of Seller)

359* Title: _____ Telephone: _____

360* Seller's Address for purpose of notice: 20845 Keaton Beach Drive, Perry, FL 32348

361* Facsimile: _____ Email: sandy_beach@bbpfl.com

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362* Buyer () () and Seller () () acknowledge receipt of a copy of this page, which is Page 8 of 8 Pages.

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TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

THE BOARD TO CONTINUE ITS DISCUSSION REGARDING APPOINTING A RESIDENT TO FILL THE COMMISSIONER POSITION VACATED BY LEE BENNETT ON THE TAYLOR COASTAL WATER AND SEWER DISTRICT BOARD OF COMMISSIONERS.

MEETING DATE REQUESTED:

JUNE 2, 2014

Statement of Issue: THE BOARD TO CONTINUE ITS DISCUSSION

Recommended Action: APPROVE

Fiscal Impact: N/A

Budgeted Expense: N/A

Submitted By: DUSTIN HINKEL, COUNTY ADMINISTRATOR

Contact: 838-3500

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: TAYLOR COASTAL WATER AND SEWER DISTRICT APPROACHED THE BOARD TO REQUEST THE BOARD TO APPOINT A RESIDENT TO FILL THE VACANT BOARD MEMBER POSITION ON MAY 20. COMMISSIONER PAGE COMMENTED THAT HE WOULD REACH OUT AND RE-VISIT THIS TOPIC.

Options: DISCUSS/APPROVE/NOT APPROVE

Attachments:

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Board to approve the State Housing Initiative Partnership (SHIP) Program Fiscal Year 2014-2015 Funding Certification.

MEETING DATE REQUESTED:

June 2, 2014

Statement of Issue: The County is eligible to receive a SHIP grant in the amount of \$350,000 and the Funding Certification is required to receive the grant funds. FY 2014-2015 SHIP funds can be used for the rehabilitation or the demolition and reconstruction of owner occupied qualified homes, and for First Time Home Buyers Down Payment Assistance.

Recommended Action: Approve the SHIP FY 2014-2015 Funding Certification.

Fiscal Impact: \$350,000 to County with no match required.

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The County has been awarded \$350,000 through the SHIP Program. The grant funds can be used to provide assistance to qualified homes and homeowners for the rehabilitation of their homes, demolition and reconstruction of an existing home if the house is in 51% or more disrepair, and First Time Home Buyers Down Payment Assistance. Rental property or mobile homes are not eligible for assistance. Homeowners or homebuyers are only eligible for assistance through the SHIP program one time. The County currently provides a maximum of \$25,000 for rehabilitation assistance, \$75,000 for demolition and new construction, and a maximum of \$10,000 for qualified First Time Homebuyers. The SHIP grants funds can also be used as a match for a CDBG Housing Assistance Grant as SHIP is state funded and CDBG is federally funded.

**Attachments: State Housing Initiative Partnership (SHIP) Program Fiscal Year 2014-
2015 Funding Certification**

**State Housing Initiative Partnership (SHIP) Program
Fiscal Year 2014-2015 Funding Certification**

Name of Local Government

Taylor County

Projected Allocation*

\$350,000

**See estimated allocation chart attached to this document. Funds are subject to approval of the Governor and transfer of funds to Florida Housing Finance Corporation.*

Strategies	Does this strategy serve: HO or Rental?	Is this an approved strategy in current LHAP? (Y/N)	Will this strategy be eligible for Special Needs Applicants? (Y/N)	Total \$ Amount to be Expended
Home Buyer Assistance	HO	Y	Y	\$75,000
Demolition/New Construction	HO	Y	Y	\$140,000
Rehabilitation	HO	Y	Y	\$100,000
Total must equal total allocation for 2014-2015 minus administrative costs				\$315,000
For strategies targeting the Special Needs requirement, describe any additional information that will be utilized to ensure this goal is met: For all categories, Special Needs Applicants will be given priority to insure goal is met.				

Legislative Proviso Language

From the funds in Specific Appropriation 2247, each local government must use a minimum of 20 percent of its allocation to serve persons with special needs as defined in section 420.0004, Florida Statutes. Before this portion of the allocation is released by the Florida Housing Finance Corporation (FHFC), a local government must certify that it will meet this requirement through existing approved strategies in the local assistance plan or submit a new local housing assistance plan strategy for this purpose to the FHFC for approval to ensure that it meets these specifications. The first priority of these special needs funds must be to serve persons with developmental disabilities as defined in section 393.063, Florida Statutes, with an emphasis on home modifications, including technological enhancements and devices, which will allow homeowners to remain independent in their own homes and maintain their homeownership.

420.0004 (13), F.S. "Person with special needs" means an adult person requiring independent living services in order to maintain housing or develop independent living skills and who has a disabling condition; a young adult formerly in foster care who is eligible for services under s. 409.1451(5); a survivor of domestic violence as defined in s. 741.28; or a person receiving benefits under the Social Security Disability Insurance (SSDI) program or the Supplemental Security Income (SSI) program or from veterans' disability benefits.

393.063 (9), F.S. "Developmental disability" means a disorder or syndrome that is attributable to retardation, cerebral palsy, autism, spina bifida, or Prader-Willi syndrome; that manifests before the age of 18; and that constitutes a substantial handicap that can reasonably be expected to continue indefinitely.

Certifications for SHIP Fiscal Year 2014-2015 Funding:

Taylor County agrees that:
Local Government Name

1. The city/county has read and understands the legislative language above.
2. The city/county understands that we are required to meet the goals as described in the language for the allocation of SHIP funds for fiscal year 2014-2015 in addition to meeting all other SHIP program requirements in section 420.9071-9079, Florida Statutes, and chapter 67-37, Florida Administrative Code.
3. The city/county will use at least 20% of the allocation of SHIP funds for fiscal year 2014-2015 for special needs households as defined in section 420.0004 (13), Florida Statutes, and included below through approved strategies or by incorporating new strategies, prioritizing funding for persons with developmental disabilities as defined in s-section 393.063 (9), Florida Statutes, and included below with an emphasis on home modifications, including technological enhancements and devices.
4. The city/county agrees to tracking each household for special needs and will report such data as part of the annual report or as required by FHFC.

Authorized Signature:

Malcolm Page, Chairman
Name

Signature

Date: _____

Please return this completed form as a PDF document to robert.dearduff@floridahousing.org

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TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Board to review and approve the Florida Commission For The Transportation Disadvantaged Planning Grant Agreement, Authorizing Resolution, and Information Form for the upcoming FY 2014/2015 grant cycle.

MEETING DATE REQUESTED:

June 2, 2014

Statement of Issue: Board to approve the Transportation Disadvantaged Planning Grant Agreement, Authorizing Resolution, and Information Form for FY 2014-2015.

Recommended Action: Grant Agreement, Authorizing Resolution and Information Form

Budgeted Expense: The proposed grant award will be for \$19,232. 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 Department salaries, benefits, and office supplies.

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The County is eligible to receive a grant in the amount of \$19,232. This grant has been used for several years to fund a portion of Grants staff salaries, benefits and supplies. This grant is to be used for planning and administrative services only. The grant cannot be used to fund actual transportation costs.

Attachments: Planning Grant Agreement, Authorizing Resolution, and Information Form



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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

DUSTIN HINKLE, County Administrator
201 East Green Street
Perry, Florida 32347
(850) 838-3500, Ext. 107 Phone
(850) 838-3501 Fax

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

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

AUTHORIZING RESOLUTION

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

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

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

1. The **Board** has the authority to enter into this grant agreement.
2. The **Board** authorizes Malcolm Page, Chairman to execute the grant agreement on behalf of the Taylor County Board of Commissioners with the Florida Commission for the Transportation Disadvantaged.
3. The **Board** authorizes Malcolm Page, Chairman to sign any and all agreements or contracts which are required in connection with the grant agreement.
4. The **Board** authorizes Malcolm Page, Chairman to sign any and all assurances, reimbursement invoices, warranties, certifications and any other documents, which may be required in connection with the agreement or subsequent agreements.

DULY PASSED AND ADOPTED IN REGULAR SESSION THIS 2nd DAY OF JUNE 2014

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

By: _____
Malcolm Page, Chairman

Attest: _____
Annie Mae Murphy, Clerk

Transportation Disadvantaged Planning Grant Information Form 2014-15

GRANT RECIPIENT LEGAL NAME: Taylor County Board of Commissioners

FEDERAL EMPLOYER IDENTIFICATION NUMBER: 59-6000879

REGISTERED ADDRESS: 201 E. Green Street

CITY AND STATE: ZIP CODE: Perry FL, 32347

CONTACT PERSON FOR THIS GRANT: Melody Cox

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

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

PROJECT LOCATION [County(ies)]: Taylor

PROPOSED PROJECT START DATE: **7/1/2014** ENDING DATE: **6/30/2015**

PLANNING FUNDS TRANSFERRED TO TRIP AND EQUIPMENT GRANT	GRANT AMOUNT REQUESTED FOR THIS APPLICATION PERIOD
\$ 0	\$ 19,232

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

Grant Recipient Representative (Signature)

6/2/2014

Date

SAMAS Approp: 108846	Fund: TDTF	FM/Job No(s) 43202911401
SAMAS Obj.: 7750075	Function: 035	CSFA No. 55.002
Org Code: 55 12 00 00 952	Contract No.:	Vendor No.: 59-6000879-042

FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGED PLANNING GRANT AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2014 by and between the STATE OF FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGED, created pursuant to Chapter 427, Florida Statutes, hereinafter called the Commission and Taylor County Board of County Commissioners (P.O. Box 620, Perry, Florida 32348), hereinafter called the Grantee/Agency.

WITNESSETH:

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

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

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

Provide financial assistance to accomplish the duties and responsibilities of the Official Planning Agency as set forth in Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, Commission policies, and the Program Manual for Transportation Disadvantaged Planning Related Services as revised on April 2, 2014; and as further described in this Agreement and in Exhibit(s) A, B, C, D attached hereto and by this reference made a part hereof, hereinafter called the Project; and, for the Commission to provide financial assistance to the Grantee and state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the Project will be undertaken and completed.

2.00 Accomplishment of the Project:

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

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

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

2.40 Submission of Proceedings, Contracts and Other Documents and Products:

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

2.50 Incorporation by Reference: The Grantee and Commission agree that by entering into this Agreement, the parties explicitly incorporate by reference into this Agreement the applicable law and provisions of Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, and the Program Manual for Transportation Disadvantaged Planning Related Services, as revised on April 2, 2014.

3.00 Total Project Cost: The total estimated cost of the Project is \$19,232.00. This amount is based upon the budget summarized in Exhibit "B" and by this reference made a part hereof. The Grantee agrees to bear all expenses in excess of the total estimated cost of the Project and any deficits involved, including any deficits revealed by an audit performed in accordance with Article 11.00 hereof after completion of the project.

4.00 Commission Participation: The Commission agrees to maximum participation, including contingencies, in the Project in the amount of \$19,232.00 as detailed in Exhibit "B", or in an amount equal to the percentage(s) of total actual project cost shown in Exhibit "B", whichever is less.

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

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

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

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

5.00 Retainage: Retainage is not applicable.

6.00 Project Budget and Disbursement Schedule:

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

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

7.00 Accounting Records, Audits and Insurance:

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

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

in the manner as prescribed by State law for the security of public funds, or as approved by the Commission.

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

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

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

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

7.60 Audits:

Part I: Federally Funded

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

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Exhibit "D" to this agreement indicates Federal resources awarded through the Department by this agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Commission. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in

accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.

2. In connection with the audit requirements addressed in Part I, paragraph 1., the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. However, if the recipient elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

Part II: State Funded

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

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services and the CFO; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit "D" to this agreement indicates the state financial assistance awarded through the Department by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Commission, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. The Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. However, if the recipient elects to have an audit conducted

in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

Part III: Other Audit Requirements

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

Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the Commission, the Department of Financial Services, and the Auditor General. This section does not limit the authority of the Commission to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

Part IV: Report Submission

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A 133, as revised, and required by Part I above shall be submitted, when required by Section .320(d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:
 - A. Project Manager
Florida Department of Transportation
Office of Comptroller, MS-24
605 Suwannee Street
Tallahassee, Florida 32399-0450
Email: FDOTSingleAudit@dot.state.fl.us
 - B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320(d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse) at the following address:
Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

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

Florida Department of Transportation
Office of Comptroller, MS-24
605 Suwannee Street
Tallahassee, Florida 32399-0450
Email: FDOTSingleAudit@dot.state.fl.us

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

Florida Department of Transportation
Office of Comptroller, MS-24
605 Suwannee Street
Tallahassee, Florida 32399-0450
Email: FDOTSingleAudit@dot.state.fl.us

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

Florida Department of Transportation
Office of Comptroller, MS-24
605 Suwannee Street
Tallahassee, Florida 32399-0450
Email: FDOTSingleAudit@dot.state.fl.us

And

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

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

Florida Department of Transportation
Office of Comptroller, MS-24
605 Suwannee Street
Tallahassee, Florida 32399-0450
Email: FDOTSingleAudit@dot.state.fl.us

Part V: Record Retention

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

Monitoring: In addition to reviews of audits conducted in accordance with Section 215.97, F.S., as revised (see "Audits" above), monitoring procedures may include, but not be limited to, on-site visits by Commission staff. The grantee agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Commission. In the event the Commission determines that a limited scope audit of the grantee is appropriate, the grantee agrees to comply with any additional instructions provided by the Commission staff regarding such audit. The grantee further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Florida Department of Transportation's Office of Inspector General (OIG) and Florida's Chief Financial Officer (CFO) or Auditor General.

8.00 Requisitions and Payments:

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

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

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

8.20 The Commission's Obligations: Subject to other provisions hereof, the Commission will honor such requisitions in amounts and at times deemed by the Commission to be proper

and in accordance with this agreement to ensure the completion of the Project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Commission may give written notice to the Grantee that it will refuse to make a payment to the Grantee on the Project Account if:

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

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

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

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

8.25 Default: The Grantee has been determined by the Commission to be in default under any of the provisions of this or any other Agreement which the Grantee has with the Commission; or

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

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

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

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

9.00 Termination or Suspension of Project:

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

9.20 Action Subsequent to Notice of Termination or Suspension. Upon receipt of any final termination or suspension notice under this Section, the Grantee shall proceed promptly to carry out the actions required therein which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the project activities and contracts, and other undertakings the cost of which are otherwise includable as Project costs; and (3) remit to the Commission such portion of the financing and any advance payment previously received as is determined by the Commission to be due under the provisions of the Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Commission or upon the basis of terms and conditions imposed by the Commission upon the failure of the Grantee to furnish the schedule, plan, and budget within a reasonable time. The acceptance of a remittance by the Grantee shall not constitute a waiver of any claim which the Commission may otherwise have arising out of this Agreement.

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

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

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

12.00 Contracts of the Grantee:

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

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

12.30 Competitive Procurement: Procurement of all services or other commodities shall comply with the provisions of section 287.057, Florida Statutes. Upon the Commission's request, the Grantee shall certify compliance with this law.

13.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

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

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

13.30 Prohibited Interests:

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

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

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

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

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

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

"No member, officer, or employee of the Grantee during his tenure or for one year

thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

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

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

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

13.60 Public Entity Crimes: No Grantee shall accept any bid from, award any contract to, or transact any business with any person or affiliate on the convicted vendor list for a period of 36 months from the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to section 287.133, Florida Statutes. The Grantee may not allow such a person or affiliate to perform work as a contractor, supplier, subcontractor, or consultant under a contract with the Grantee. If the Grantee was transacting business with a person at the time of the commission of a public entity crime which resulted in that person being placed on the convicted vendor list, the Grantee may also not accept any bid from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

13.70 Homeland Security: Grantee shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

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

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

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

14.00 Miscellaneous Provisions:

14.10 Environmental Pollution:Not applicable.

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

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

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

14.50 Bonus and Commissions: By execution of the Agreement the Grantee represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its financing hereunder.

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

15.00 Plans and Specifications: Not applicable.

16.00 Contractual Indemnity: To the extent permitted by law, the Grantee shall indemnify, defend, save, and hold harmless the Commission and all their officers, agents or employees from all suits, actions, claims, demands, and liability of any nature whatsoever arising out of, because of, or due to breach of the agreement by the Planning Agency or its subcontractors, agents or employees

or due to any negligent act, or occurrence of omission or commission of the Grantee, its subcontractors, agents or employees. Neither the Grantee nor any of its agents will be liable under this article for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the Commission or any of their officers, agents or employees. The parties agree that this clause shall not waive the benefits or provisions of section 768.28 Florida Statutes, or any similar provision of law. Notwithstanding the foregoing, pursuant to section 768.28, Florida Statutes, no agency or subdivision of the state shall be required to indemnify, insure, or assume any liability for the Commission's or any subcontractor's or other entity's negligence.

17.00 Appropriation of Funds:

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

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

"(a) The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection shall be null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of twenty-five thousand dollars and having a term for a period of more than one year."

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

Legislature.

18.00 Expiration of Agreement: The Grantee agrees to complete the Project on or before June 30, 2015. If the Grantee does not complete the Project within this time period, this agreement will expire unless an extension of the time period is granted to the Grantee in writing by the Chairperson of the Commission for the Transportation Disadvantaged or designee. Expiration of this agreement will be considered termination of the Project and the procedure established in Article 9.00 of this agreement shall be initiated. For the purpose of this Article, completion of project is defined as the latest date by which services may have been provided or equipment funds may have been expended or obligated under a purchase order, as provided in the project description (Exhibit "A"). Unless otherwise extended by the Commission, all reimbursement invoices must be received by the Commission no later than August 15, 2015.

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

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

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

If a payment is not available within forty (40) days after receipt of the invoice and receipt, inspection and approval of goods and services, a separate interest penalty per day (as defined by Rule) will be due and payable, in addition to the invoice amount to the Grantee. The interest penalty provision applies after a thirty-five (35) day time period to health care providers, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the Grantee requests payment. Invoices which have to be returned to a Grantee because of vendor preparation errors will result in a delay in the payment.

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

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

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

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

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

FM/JOB No(s). 43202911401

CONTRACT NO. _____

AGREEMENT DATE _____

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

GRANTEE: Taylor County Board of County Commissioners

COMMISSION FOR THE TRANSPORTATION DISADVANTAGED

BY: _____

BY: _____

TITLE: _____

TITLE: Executive Director (Commission Designee)

FM/JOB No(s). 43202911401

CONTRACT NO. _____

AGREEMENT DATE _____

EXHIBIT "A"
PROJECT DESCRIPTION AND RESPONSIBILITIES:
PLANNING

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

I. PROJECT LOCATION: Taylor County

II. PROJECT DESCRIPTION: This project provides for the accomplishment of the duties and responsibilities of the Metropolitan Planning Organization or Designated Official Planning Agency as set forth in Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, Commission policies and the Program Manual for Transportation Disadvantaged Planning Related Services as revised on April 2, 2014. The project period will begin on the date of this agreement and will end on the date indicated in Article 18.00 hereof. Specific required tasks are as follows:

TASK 1:

Weighted value= 17%

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

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

TASK 2:

Weighted value= 15%

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

OR

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

Deliverable:

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

TASK 3:

Weighted value= 40%

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

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

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

Provide staff support for committees of the local coordinating board.

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

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

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

TASK 4:

Weighted value=4%

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

Deliverable: Public Hearing agenda and minutes of related hearing only. The agenda and minutes should be separate documents and should not be included in the local coordinating board meeting agenda and minutes, if held on the same day. Minutes may reflect "no comments received" if none were made.

TASK 5:

Weighted value=4%

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

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

TASK 6:

Weighted value=4%

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

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

TASK 7:

Weighted value=4%

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

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

TASK 8:

Weighted value=4%

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

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

TASK 9:

Weighted value=4%

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

Deliverable: Complete Quarterly Progress Reports submitted with invoices.

TASK 10:

Weighted value=4%

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

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

III. Special Considerations by Planning Agency:

Not Applicable

IV. Special Considerations by Commission:

Not Applicable

FM/JOB No(s). 43202911401

CONTRACT NO. _____

AGREEMENT DATE _____

EXHIBIT "B"
PROJECT BUDGET AND CASHFLOW

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

I. PROJECT COST:

Estimated Project Cost shall conform to those eligible Costs as indicated by Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, Commission policies, and the Program Manual for Transportation Disadvantaged Planning Related Services as revised on April 2, 2014. For the required services, compensation shall be the total maximum limiting amount of \$ 19,232.00 for related planning services in Taylor County(ies)

Task 1	17%	\$3,269.44
Task 2	15%	\$2,884.80
Task 3	40%	\$7,692.80
Task 4	4%	\$769.28
Task 5	4%	\$769.28
Task 6	4%	\$769.28
Task 7	4%	\$769.28
Task 8	4%	\$769.28
Task 9	4%	\$769.28
Task 10	4%	\$769.28
<hr/> TOTAL:		\$19,232.00

II. SOURCE OF FUNDS

Commission for the Transportation Disadvantaged
State Funds (100%)

\$19,232.00

Total Project Cost

\$19,232.00

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

FY 14/15 Jul Aug Sep Oct Nov Dec Jan Feb Mar Apr May June

FM/JOB No(s). 43202911401

CONTRACT NO. _____

AGREEMENT DATE _____

EXHIBIT "C" **PLANNING**

This exhibit forms an integral part of that certain Grant Agreement between the Florida Commission for the Transportation Disadvantaged and WTaylor County Board of County Commissioners (P.O. Box 620, Perry, Florida 32348).

THE GRANTEE SHALL SUBMIT THE FOLLOWING REQUIRED DOCUMENTS AND CERTIFICATIONS:

DOCUMENTS:

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

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

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

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

FM/JOB No(s). 43202911401

CONTRACT NO. _____

AGREEMENT DATE _____

EXHIBIT "D"

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

CSFA #: 55.002

TITLE: Florida Commission for the Transportation Disadvantaged Planning Grant

AMOUNT: \$19,232.00

COMPLIANCE REQUIREMENTS:

ALLOWED ACTIVITIES:

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

ALLOWABLE COSTS:

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

CASH MANAGEMENT:

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

REPORTING:

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

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

MATCHING:

There is no match requirement for this grant.

PERIOD OF AVAILABILITY:

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

SUBRECIPIENT MONITORING:

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

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

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Meeting Date:

June 2, 2014

Statement of Issue: 1.) Annual report from Taylor Medical Center and Taylor Dental Center

2.) Lease on 409 East Ash Street

Recommendation:

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

Submitted By: Jeff Lawson and Lisa English

Contact: 850-298-6004

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

1.

2.

Attachments:

1.

2.

Taylor Medical Center, Patient Demographics for 2013

This information is based upon the data provided for the annual Uniform Data Systems (UDS) report submitted to the BPHC

Number of patients served at Taylor Medical Center: 1,334
 Of this amount the number of patients who are uninsured: 501 or 38%

Number of visits by the above number of patients: 3,600
 Average number of visits each year by a single patient: 2.70

Patient Demographics:

Income as Percent of Poverty level:	<u># Patients</u>		
100% and Below	520	{	825 or 62% of the total are at or below the 200% poverty level.
101% - 150%	210		
151% - 200%	95		
Over 200%	32		
Unknown	477		
Total	1,334		

	<u>0-17 Yrs Old</u>	<u>18 & Older</u>	<u>Total</u>	
No Insurance	21	480	501	38% of total patients
Medicaid	64	241	305	23% of total patients
Medicare	0	187	187	14% of total patients
Pvt Insurance	15	326	341	26% of total patients
Total	100	1,234	1,334	100%
Percent of Total	7%	93%		

Ages of patients:	<u>Male</u>	<u>Female</u>	<u>Total</u>
Newborn - age 11	30	32	62
Age 12 - age 17	17	18	35
Age 18 - Age 64	423	691	1,114
Age 65 and older	53	70	123
Total	523	811	1,334

Race:	<u># Patients</u>	
Black/African American	255	19.1%
White	1,046	78.4%
Asian	13	1.0%
American Indian or Alaskan	5	0.4%
Unreported	15	1.1%
Total	1,334	100.0%

Ethnic:	<u># Patients</u>
Hispanic	40
All Other	1,294
Total	1,334

Uninsured Charges and Adjustments:

Amount of services provided to the uninsured \$ 295,603
 Amount of services "waived" to the uninsured \$ 274,518 or 93% of the total medical charges

Number of Migrant and Seasonal patients: 9 or 1% of the total patients.

Number of patients best served in a language other than English: 16

Since North Florida Medical Centers is a Federally Qualified Health Center, our Taylor Medical Center is able to waive the annual Medicare deductible. \$ 147.00 187 Taylor Medical Center Medicare patients saved over \$27,489

Taylor Dental Center Patient Demographics for 2013

This information is based upon the data provided for the annual Uniform Data Systems (UDS) report submitted to the BPHC

Number of patients served at Taylor Dental Center: 1,558
 Of this amount the number of patients who are uninsured: **1,730** or 111%

Number of visits by the above number of patients: 4,055
 Average number of visits each year by a single patient: 2.60

Patient Demographics:

Income as Percent of Poverty level:	<u># Patients</u>		
100% and Below	896	{	1,423 or 91% of the total are at or below the 200% poverty level.
101% - 150%	370		
151% - 200%	157		
Over 200%	29		
Unknown	106		
Total	1,558		

	<u>0-17 Yrs Old</u>	<u>18 & Older</u>	<u>Total</u>	
No Insurance	67	1,366	1,433	92% of total patients
Medicaid	39	55	94	6% of total patients
Medicare	0	0	-	0% of total patients
Pvt Insurance	6	25	31	2% of total patients
Total	112	1,446	1,558	100%
Percent of Total	7%	93%		

Ages of patients:	<u>Male</u>	<u>Female</u>	<u>Total</u>
Newborn - age 11	27	28	55
Age 12 - age 17	29	28	57
Age 18 - Age 64	470	772	1,242
Age 65 and older	86	118	204
Total	612	946	1,558

Race:	<u># Patients</u>	
Black/African American	329	21.1%
White	1,185	76.1%
Asian	26	1.7%
American Indian or Alaskan	8	0.5%
Unreported	10	0.6%
Total	1,558	100.0%

Ethnic:	<u># Patients</u>
Hispanic	56
All Other	1,502
Total	1,558

Uninsured Charges and Adjustments:

Amount of services provided to the uninsured **\$ 737,982**
 Amount of services "waived" to the uninsured **\$ 653,783** or 89% of the total medical charges

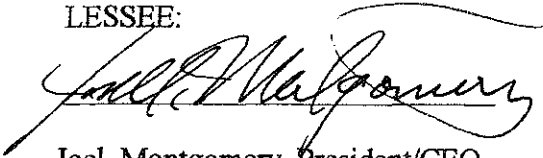
Number of Migrant and Seasonal patients: 18 or 1% of the total patients.
 Number of patients best served in a language other than English: 37

LEASE OF OFFICE SPACE

1. This Lease is made and executed this 7th day of October, 2013, by and between the BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, 201 East Green Street, Perry, Florida 32347, herein called "Lessor", and NORTH FLORIDA MEDICAL CENTERS, INC., d/b/a TAYLOR DENTAL CENTER, herein called "Lessee".
2. Lessor hereby leases to Lessee and Lessee hereby rents from Lessor, the space as presently constituted, hereinafter called the premises, known as the internal medicine practice location of Guy Mohammed, M.D., consisting of approximately 3,500 square feet in the building located at 409 East Ash Street, Perry, Florida, hereinafter called the "building".
3. The space is leased for an initial term of three (3) years, to commence at 12:00 noon on October 21, 2013, and to end at 12:00 noon on October 21, 2016. This lease will automatically be renewed for two (2) one (1) year periods upon expiration of that initial term.
4. The total annual rent is the sum of One Dollar (\$1.00) which is payable during the first month of each year of the initial term and on the first month of each yearly renewal following the initial term.
5. Lessee shall use and occupy the premises for dental health care activities and for no other purpose. Lessor represents that the premises may lawfully be used for such purpose.
6. Lessee shall pay rent to Lessor at Lessor's above-stated address, or at such other place as Lessor may designate in writing.
7. Lessee shall commit no act of waste and shall take good care of the premises and the fixtures and appurtenances therein and shall, in the use and occupancy of the premises, conform to all laws, orders, and regulations of the federal, state and county governments. All improvements made by Lessee to the premises which are so attached to the premises that cannot be removed without material injury to the premises, shall become the property of Lessor upon installation. Not later than the last day of the term, Lessee shall, at Lessee's expense, remove all of Lessee's personal property and those improvements made by Lessee which have not become the property of Lessor, including trade fixtures, cabinetwork, moveable paneling, partitions, and the like; repair all injury done by or in connection with the installation or removal of such property and improvements; and surrender the premises in as good condition as they were at the beginning of the term, reasonable wear, damage by fire, the elements, casualty, or other cause not due to the misuse or neglect of Lessee or Lessee's agents, employees, excepted. All property of Lessee remaining on the premises after the last day of the term of this lease shall be conclusively deemed abandoned and may be removed by Lessor.
8. Lessee shall not, without first obtaining the consent of Lessor, make any alterations, additions or improvements in, to or on and about the premises other than those modifications necessary for a functional medical/dental office.
9. Lessee shall not do or suffer anything to be done on the premises that will increase the rate of fire insurance on the building. The Lessor shall be the beneficiary of the Lessee's fire insurance policy on the building.

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

LESSEE:



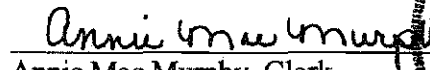
Joel Montgomery, President/CEO
North Florida Medical Centers, Inc.
d/b/a Taylor Dental Center

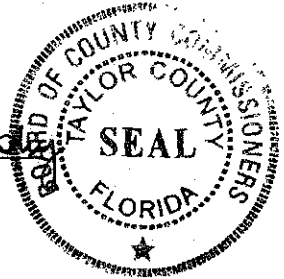
LESSOR:



Pam Feagle, Chair
Board of County Commissioners
Taylor County

ATTEST:


Annie Mae Murphy, Clerk



NFMC FY13 Dental Services & Fee Schedule

CPT Code	CPT Description	Proposed Fee
		Rounded
D0120	PERIODIC ORAL EVALUATION	39.00
D0140	LIMIT ORAL EVAL PROBLM FOCUS	\$ 48.00
D0150	COMPREHENSVE ORAL EVALUATION	\$ 55.00
D0170	RE-EVAL,EST PT,PROBLEM FOCUS	\$ 47.00
D0180	COMP PERIODONTAL EVALUATION	\$ 55.00
D0210	INTRAOR COMPLETE FILM SERIES	\$ 97.00
D0220	INTRAORAL PERIAPICAL FIRST F	\$ 22.00
D0230	INTRAORAL PERIAPICAL EA ADD	\$ 12.00
D0270	DENTAL BITEWING SINGLE FILM	\$ 23.00
D0272	DENTAL BITEWINGS TWO FILMS	\$ 39.00
D0274	DENTAL BITEWINGS FOUR FILMS	\$ 52.00
D0330	DENTAL PANORAMIC FILM	\$ 99.00
D1110	DENTAL PROPHYLAXIS ADULT	\$ 69.00
D1120	DENTAL PROPHYLAXIS CHILD	\$ 55.00
D1203	TOPICAL APP FLUORIDE CHILD	\$ 36.00
D1204	TOPICAL APP FLUORIDE ADULT	\$ 36.00
D1206	TOPICAL FLUORIDE VARNISH	\$ 35.00
D1330	ORAL HYGIENE INSTRUCTION	\$ 28.00
D1351	DENTAL SEALANT PER TOOTH	\$ 41.00
D2140	AMALGAM ONE SURFACE PERMANEN	\$ 108.00
D2150	AMALGAM TWO SURFACES PERMANE	\$ 134.00
D2160	AMALGAM THREE SURFACES PERMA	\$ 163.00
D2161	AMALGAM 4 OR > SURFACES PERM	\$ 197.00
D2330	RESIN ONE SURFACE-ANTERIOR	\$ 124.00
D2331	RESIN TWO SURFACES-ANTERIOR	\$ 160.00
D2332	RESIN THREE SURFACES-ANTERIO	\$ 196.00
D2335	RESIN 4/> SURF OR W INCIS AN	\$ 247.00
D2390	ANT RESIN-BASED CMPST CROWN	\$ 230.00
D2391	POST 1 SRFC RESINBASED CMPST	\$ 138.00
D2392	POST 2 SRFC RESINBASED CMPST	\$ 184.00
D2393	POST 3 SRFC RESINBASED CMPST	\$ 232.00
D2394	POST >=4SRFC RESINBASE CMPST	\$ 270.00
D2920	DENTAL RECEMENT CROWN	\$ 88.00
D2930	PREFAB STNLSS STEEL CRWN PRI	\$ 237.00
D2931	PREFAB STNLSS STEEL CROWN PE	\$ 270.00
D2940	DENTAL SEDATIVE FILLING	\$ 94.00
D3220	THERAPEUTIC PULPOTOMY	\$ 161.00
D3310	END THXPY, ANTERIOR TOOTH	\$ 606.00
D3320	END THXPY, BICUSPID TOOTH	\$ 725.00
D4211	GINGIVECTOMY/PLASTY PER TOOTH	\$ 182.00
D4321	PROVISIONAL SPLINT EXTRACORO	\$ 375.00
D4341	PERIODONTAL SCALING & ROOT	\$ 224.00
D4355	FULL MOUTH DEBRIDEMENT	\$ 153.00
D4910	PERIODONTAL MAINT PROCEDURES	\$ 120.00
D7014	POST OP	\$ -

D7111	EXTRACTION CORONAL REMNANTS	\$ 127.00	
D7140	EXTRACTION ERUPTED TOOTH/EXR	\$ 127.00	
D7210	REM IMP TOOTH W MUCOPER FLP	\$ 251.00	
D7310	ALVEOPLASTY W/ EXTRACTION	\$ 244.00	
D7321	ALVEOLOPLASTY NOT W/EXTRACTS	\$ 429.00	
D7410	RAD EXC LESION UP TO 1.25 CM	\$ 477.00	
D7473	REMOVE TORUS MANDIBULARIS	\$ 300.00	Error correction per Angie.
D7510	I&D ABSC INTRAORAL SOFT TISS	\$ 184.00	
D9110	TX DENTAL PAIN MINOR PROC	\$ 104.00	
D9211	REGIONAL BLOCK ANESTHESIA	\$ 35.00	
D9221	GENERAL ANESTHESIA EA AD 15M	\$ -	
D9230	ANALGESIA	\$ 72.00	
D9930	TREATMENT OF COMPLICATIONS	\$ 104.00	
D9951	LIMITED OCCLUSAL ADJUSTMENT	\$ 131.00	

Notes: "38% increase is percent increase in Medical Charge Fees determined from RVU Cost-Based approach.
There is not reliable RVU Cost-based fee setting approach currently available for Dental Charges.

24

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO DISCUSS AND CONSIDER ACTIONS TO ESTABLISH FUNDING FOR PROPOSED DRAINAGE SYSTEM PROJECTS.

MEETING DATE REQUESTED:

JUNE 2, 2014

Statement of Issue: THE BOARD TO CONSIDER ESTABLISHMENT OF A PROGRAM

Recommended Action: APPROVE

Fiscal Impact: \$25,000

Budgeted Expense: NO

Submitted By: DUSTIN HINKEL, COUNTY ADMINISTRATOR

Contact: 838-3500

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: AT ITS MAY WORKSHOP THE BOARD DISCUSSED PROPOSED ENHANCEMENTS TO THE COUNTY DRAINAGE SYSTEM. FUNDING WILL NEED TO BE ESTABLISHED TO CONDUCT SURVEYS AND LEGAL WORK BEFORE WORK CAN BE PERFORMED.

Options: DISCUSS/APPROVE/NOT APPROVE

Attachments:

SUNGARD PENITENTIARY, INC.
DATE: 05/28/2014
TIME: 10:23:35

TAYLOR COUNTY BOARD OF COMMISSIONERS
EXPENDITURE STATUS REPORT

PAGE NUMBER: 1
EXPSTA11

SELECTION CRITERIA: expldg: key_organ='9001'
ACCOUNTING PERIOD: 8/14

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

FUND-001 GENERAL FUND
FUNCTION-580 OTHER USES
ACTIVITY-590 OTHER NON-OPERATING
TOTL/DEPT-9001 GENERAL FUND RESERVES

ACCOUNT	TITLE	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE	YTD/ BUD
59900	RESERVE FOR CONTINGENCY	1,133,603.00	.00	.00	.00	1,133,603.00	.00
59910	RESERVE CASH BAL NEXT FY	2,000,000.00	.00	.00	.00	2,000,000.00	.00
59915	RESERVE-CAPITAL PROJECTS	1,236,045.00	.00	.00	.00	1,236,045.00	.00
59916	RSRV-ECONOMIC DEVELOPMENT	143,250.00	.00	.00	.00	143,250.00	.00
59917	RESERVE-CAPITAL/DAIL	179,924.00	.00	.00	.00	179,924.00	.00
59918	RSRV-COMPENSATED ABSENCE	34,678.00	.00	.00	.00	34,678.00	.00
	TOTAL GENERAL FUND RESERVES	4,727,500.00	.00	.00	.00	4,727,500.00	.00
	TOTAL GENERAL FUND	4,727,500.00	.00	.00	.00	4,727,500.00	.00

TOTAL REPORT 4,727,500.00 .00 .00 4,727,500.00 .00

SUNGARD PENITENTIARY, INC.
DATE: 05/28/2014
TIME: 10:24:37

TAYLOR COUNTY BOARD OF COMMISSIONERS
EXPENDITURE STATUS REPORT

PAGE NUMBER: 1
EXPSTAL1

SELECTION CRITERIA: expldgr.key_orgn='9105'
ACCOUNTING PERIOD: 8/14

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

FUND-105 ROAD & BRIDGE FUND
FUNCTION-580 OTHER USES
ACTIVITY-590 OTHER NON-OPERATING
TOTL/DEPT-9105 ROAD & BRIDGE FD RESERVES

ACCOUNT	TITLE	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE	YTD/ BUD
59900	RESERVE FOR CONTINGENCY	82,923.00	.00	.00	.00	82,923.00	.00
59910	RESERVE CASH BAL NEXT FY	350,000.00	.00	.00	.00	350,000.00	.00
59918	RSRV-COMPENSATED ABSENCE	48,495.00	.00	.00	.00	48,495.00	.00
	TOTAL ROAD & BRIDGE FD RESERV	481,418.00	.00	.00	.00	481,418.00	.00
	TOTAL ROAD & BRIDGE FUND	481,418.00	.00	.00	.00	481,418.00	.00

TOTAL REPORT		481,418.00	.00	.00	.00	481,418.00	.00
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Dustin Hinkel

From: Dale Rowell <ldrdelta@fairpoint.net>
Sent: Friday, May 23, 2014 1:20 PM
To: Kenneth Dudley
Cc: Dustin Hinkel; Andy McLeod
Subject: RE: Survey Request

Kenneth, we should be able to do the survey in 10 hours. This would be a sketch of description, we would tie the centerline that you have to the deed lines and create a easement description. Cost will be less than \$1,250.00. If you need a more formal quote, let me know, short on time today.

Dale

-----Original Message-----

From: Kenneth Dudley [mailto:county.engineer@taylorcountygov.com]
Sent: Friday, May 23, 2014 8:56 AM
To: 'Dale Rowell (ldrdelta@fairpoint.net)'
Cc: Dustin Hinkel; Andy McLeod
Subject: Survey Request

Dale, the Board is considering a drainage easement across some properties lying between Glennis Cruce Rd and Billy Dice Rd. I have attached an approximate centerline that will need to be ground flagged in the field by County Staff and then surveyed by Delta. I would need a drawing and meets and bounds description for the drainage easement exhibit. It may even need some sort of monumentation to be able to relocate for maintenance in the future.

Please consider and provide a cost estimate for this project at your earliest convenience. Thank you.

Kenneth Dudley, P.E.
County Engineer
Taylor County Board of County Commissioners
201 East Green St.
Perry, FL 32347
Phone: 850.838.3500 x104
Fax: 850.838.3501
county.engineer@taylorcountygov.com<mailto:county.engineer@taylorcountygov.com>

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

Dustin Hinkel

From: Andy McLeod
Sent: Thursday, May 22, 2014 2:21 PM
To: Dustin Hinkel
Subject: RE: Survey Request

A John Deere 210 is \$5346.00/mo. or \$1782.00/wk. If we're going to do more than one ditch, we should rent it by the month.

Andy

-----Original Message-----

From: Dustin Hinkel
Sent: Thursday, May 22, 2014 12:05 PM
To: Andy McLeod
Subject: RE: Survey Request

Andy, does this include renting an excavator?

Thanks!

Dustin Hinkel

County Administrator
Taylor County Board of County Commissioners

[Click here to sign up for instant severe weather alerts and updates via email and text message!](#)

201 E Green Street Perry, FL 32347
850-838-3500 ext 7 Office
850-838-3501 Fax
850-672-0830 Cell

dustin.hinkel@taylorcountygov.com
<http://www.taylorcountygov.com>

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

-----Original Message-----

From: Andy McLeod
Sent: Wednesday, May 21, 2014 1:44 PM
To: Dustin Hinkel
Subject: RE: Survey Request

Dustin,

My total cost including pipes, equipment, trucks and labor would be about: \$12,140.00. It will take about a week because of all the pipes required.

Andy

-----Original Message-----

From: Dustin Hinkel
Sent: Monday, May 19, 2014 2:39 PM
To: Andy McLeod
Subject: FW: Survey Request

Andy, what would be your estimate for clearing this ditch and placing culverts?

Thanks!

Dustin Hinkel

County Administrator
Taylor County Board of County Commissioners

Click here to sign up for instant severe weather alerts and updates via email and text message!

201 E Green Street Perry, FL 32347
850-838-3500 ext 7 Office
850-838-3501 Fax
850-672-0830 Cell

dustin.hinkel@taylorcountygov.com
<http://www.taylorcountygov.com>

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-----Original Message-----

From: Pam Feagle
Sent: Tuesday, May 13, 2014 8:47 AM
To: Jack Brown
Cc: Dustin Hinkel
Subject: Re: Survey Request

We need a total sum for everything available at the workshop. Thanks

Sent from my iPhone

On May 13, 2014, at 8:01 AM, "Jack Brown" <jack.brown@taylorcountygov.com> wrote:

- > Board Members,
- >
- >
- > To delineate the center line drainage easement for the North Ellison
- > Road Drainage Easement description to record for a permanent easement,
- > Delta's proposed cost is over \$3,000. This doesn't include the cost of
- > the clearing, culverts, or the construction of the actual ditch.
- > Dustin will put this on the workshop agenda for the May 27, 2014
- > meeting to discuss with the Board how or whether to fund this and

> other drainage easements. Jack

>

> -----Original Message-----

> From: Dale Rowell [mailto:ldrdelta@fairpoint.net]

> Sent: Monday, May 12, 2014 5:05 PM

> To: Kenneth Dudley

> Cc: Dustin Hinkel; Jack Brown; Andy McLeod

> Subject: RE: Survey Request

>

> Kenneth, attached is our proposal for the drainage easement. If you are marking the centerline, can you get the State Inmates to cut a clear line of sight. This will reduce the cost by a day. We will include the elevations where we get them. Let me know if we need to discuss the scope Thanks for considering Delta.

> Dale

>

> -----Original Message-----

> From: Kenneth Dudley [mailto:county.engineer@taylorcountygov.com]

> Sent: Monday, May 12, 2014 10:08 AM

> To: 'Dale Rowell (ldrdelta@fairpoint.net)'

> Cc: Dustin Hinkel; Jack Brown; Andy McLeod

> Subject: Survey Request

>

> Dale, the Board is considering a drainage easement across some properties at the east end of East Ellison Road. I have attached an approximate centerline that will need to be ground flagged in the field by county Staff and then surveyed by Delta. I would need a drawing and meets and bounds description for the drainage easement exhibit. It may even need some sort of monumentation to be able to relocate for maintenance in the future.

> Please consider and provide a cost estimate for this project at your earliest convenience. Thank you.

>

> Kenneth Dudley, P.E.

> County Engineer

> Taylor County Board of County Commissioners

> 201 East Green St.

> Perry, FL 32347

> Phone: 850.838.3500 x104

> Fax: 850.838.3501

> county.engineer@taylorcountygov.com<mailto:county.engineer@taylorcount

> ygov.c

> om>

>

> Please note: Florida has a very broad public records law. Most written communications to or from public officials regarding public business are available to the media and public upon request. Your e-mail communications may be subject to public disclosure.

>

> <PROPOSAL 05122014.pdf>

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to consider instructing the County Attorney to pursue legal action against Phillip Carter for noncompliance with a code enforcement order issued by the Hearing Officer for Taylor County on March 19, 2013.

MEETING DATE REQUESTED:

June 2, 2014

Statement of Issue: Property owner failed to remove junk, debris & trash on property located at 1379 Pine Bluff Road.

Recommendation: Consider legal action to achieve compliance

Fiscal Impact: Unknown

Budgeted Expense: Yes ☐ No ☐ N/A ☒

Submitted By: Danny Griner

Contact: building.director@taylorcountygov.com

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The Code Enforcement Department received a complaint on October 4, 2012, concerning excessive junk, debris & trash on a parcel of land owned by Phillip Carter and located at 1379 Pine Bluff Road. The complaint was investigated by the Code Enforcement Officer and deemed to be a violation of Section 30-73 of the Taylor County Code of Ordinances, which regulates junk, debris, trash, and abandoned property. The property owner was notified of the violation and requested to remove the violation on December 12, 2012, and a second notice of violation was mailed to the owner on February 6, 2013, notifying the property owner that the issue would go before the Code Enforcement Hearing Officer on March 13, 2013. The matter was heard by the Hearing Officer on March 13, 2013 and an enforcing order was issued on March 19, 2013. The order instated a fine of \$25.00 per day that would accrue daily beginning April 3, 2013. The property owner has not taken any action since that date to bring the violation into compliance and the total accrued daily fine as of May 15, 2014 was \$10,175.00.

- Options:**
1. Instruct the County Attorney to pursue legal action.
 2. Choose not to take any additional action.

- Attachments:**
1. Letters to the property owner.
 2. Copy of enforcement order.
 3. Pictures of violation.
 4. Location map.

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS
HEARING OFFICER

TAYLOR COUNTY CODE
ENFORCEMENT OFFICER,

Petitioner,

vs.

CASE NO. 2012-27

PHILLIP CARTER,

Respondent.

ORDER ENFORCING ORDINANCE SECTION 30-73

THIS MATTER was heard on March 13, 2013. Taylor County Code Enforcement Officer Don Love was present. Respondent Phillip Carter was not present. The hearing was noticed to begin at 10:00 a.m.

The Petitioner was duly sworn and permitted to present his case. Petitioner testified under oath that Respondent was and is in violation of Taylor County Ordinance Section 30-73. Petitioner testified that notice of said violations was provided by mail and certified mail to Respondent. Respondent failed to appear at the hearing.

After due consideration of this matter and after having the opportunity to review and consider the aforesaid notices and photographs which were admitted into evidence and having observed and considered the candor and demeanor of the witnesses who appeared and testified before me and having endeavored to resolve all conflicts of facts in the evidence presented herein, I hereby make the following findings of fact and conclusions of law:

1. The undersigned Hearing Officer has jurisdiction of the subject matter of this claim.
2. In my determination herein I have attempted to distill the testimony and salient facts together with the findings and conclusions necessary to the resolution of this matter. I have not necessarily attempted to summarize the substance of the Petitioner's testimony, nor have I attempted to state nonessential facts. The fact that I have not done so should not be construed as a failure to consider all of the evidence.
3. Respondent Phillip Carter is the owner, lessee, or current occupant of the subject property located at 1379 Pine Bluff Rd., Perry, FL. 32347. Said property has an open accumulation of junk, debris, abandoned buildings, and/or non functioning vehicles without proper registration.
4. Respondent was provided proper notice of violation of County Ordinance Section 30-73.
5. Respondent has failed to bring the property into compliance.

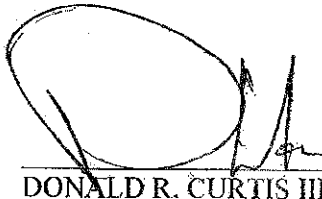
6. It is unlawful for the owner of any land in Taylor County to permit or to cause thereon the open storage and accumulation of junk, trash and abandoned property, or to drop, deposit, discard or otherwise dispose of litter in or upon any private property within Taylor County.

I find that based upon facts and evidence submitted, Respondent is in violation of County Ordinance Section 30-73. Accordingly, it is ORDERED AND ADJUDGED as follows:

1. Respondent is ordered to clean up the junk and debris, and to otherwise bring the property into compliance with the Taylor County Ordinances as listed in the Notice, within fifteen (15) days of the date of this Order. If Respondent fails to do so to the satisfaction of the code enforcement officer, fines in the amount of \$25 per day are imposed and will thereafter accrue.

2. The Code Enforcement Officer shall examine the property to determine if it has been brought into compliance after fifteen days and shall execute an affidavit asserting that it either has or has not been brought into compliance, and place said affidavit in the file.

DONE AND ORDERED on the 19th day of March, 2013.



DONALD R. CURTIS III
Hearing Officer
315 W. Green Street
Perry, FL 32347

A copy of the foregoing has been furnished by US Mail to: Taylor County Code Enforcement Officer Don Love, 201 E. Green Street, Perry, FL 32347; and Phillip Carter, 1379 Pine Bluff Rd., Perry, FL 32347, this 19th day of March, 2013.



DONALD R. CURTIS III
Hearing Officer

**TAYLOR COUNTY
CODE ENFORCEMENT DIVISION
201 EAST GREEN STREET
PERRY, FLORIDA 32347
(850) 838-3500 EXT. 103
Fax (850) 838-3501**

NOTICE OF VIOLATION

December 12, 2012

Phillip Carter
1379 Pine Bluff Rd. Rd
Perry, FL. 32347

Subject Property: 1379 Pine Bluff Rd
Mr. Carter,

The Code Enforcement Division has received a complaint in reference to the above subject property. An inspection by our Division has determined the property is in violation of:

1. Article III L.D.C. Section 30.71 Junk, debris, abandoned property, and trash
2. To correct this violation you must remove all trash, junk and debris as well as abandoned property.

This is official notification to inform you that if the above violation is not corrected this case will be turned over to the code enforcement hearing officer and a hearing will be held on February 20, 2013 for disposition of this case. The hearing will be at 10:00 A.M. at the county administration building located at 201 E. Green St. in Perry.

If you have any questions regarding this notice contact me at 850-838-3500 ext 109

Respectfully


Don Love
Code Enforcement Officer

**TAYLOR COUNTY
CODE ENFORCEMENT DIVISION
201 EAST GREEN STREET
PERRY, FLORIDA 32347
(850) 838-3500 EXT. 103
Fax (850) 838-3501**

NOTICE OF VIOLATION

February 6, 2013

Phillip Carter
1379 Pine Bluff Rd.
Perry, FL. 32347

Subject Property: 1379 Pine Bluff Rd
Mr. Carter,

The Code Enforcement Division has received a complaint in reference to the above subject property. An inspection by our Division has determined the property is in violation of:

1. Article III L.D.C. Section 30.71 Junk, debris, abandoned property, and trash
2. To correct this violation you must remove all trash, junk and debris as well as abandoned property and inoperable vehicles.

This is official notification to inform you that if the above violation is not corrected this case will be turned over to the code enforcement hearing officer and a hearing will be held on March 13, 2013 for disposition of this case. The hearing will be at 10:00 A.M. at the county administration building located at 201 E. Green St. in Perry.

If you have any questions regarding this notice contact me at 850-838-3500 ext 109

Respectfully

Don Love
Code Enforcement Officer

MALCOLM PAGE
District 1

JIM MOODY
District 2

JODY DEVANE
District 3

PAM FEAGLE
District 4

PATRICIA PATTERSON
District 5



TAYLOR COUNTY CODE ENFORCEMENT DEPARTMENT

**Code Enforcement
March 25, 2014**

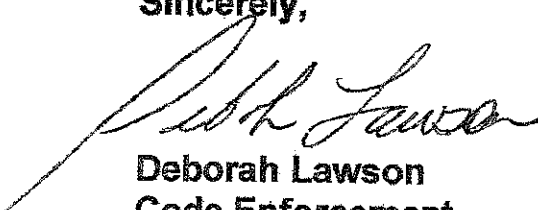
Phillip Carter,

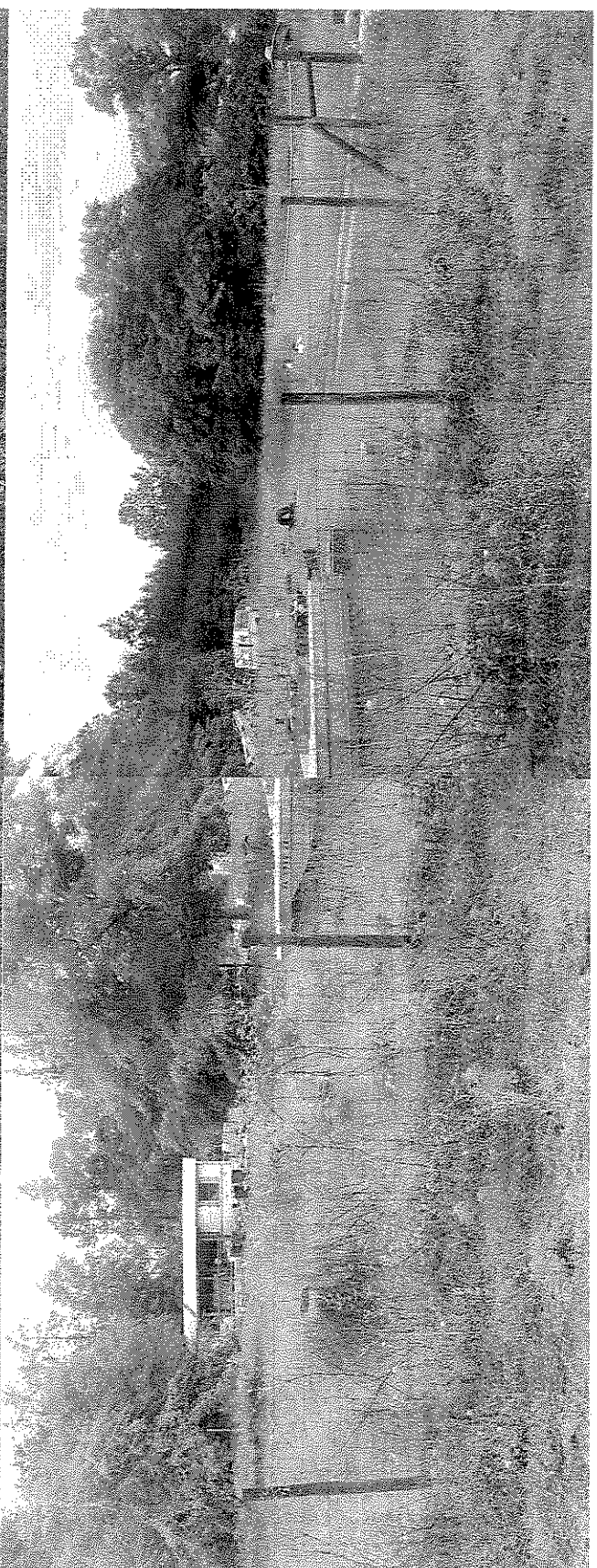
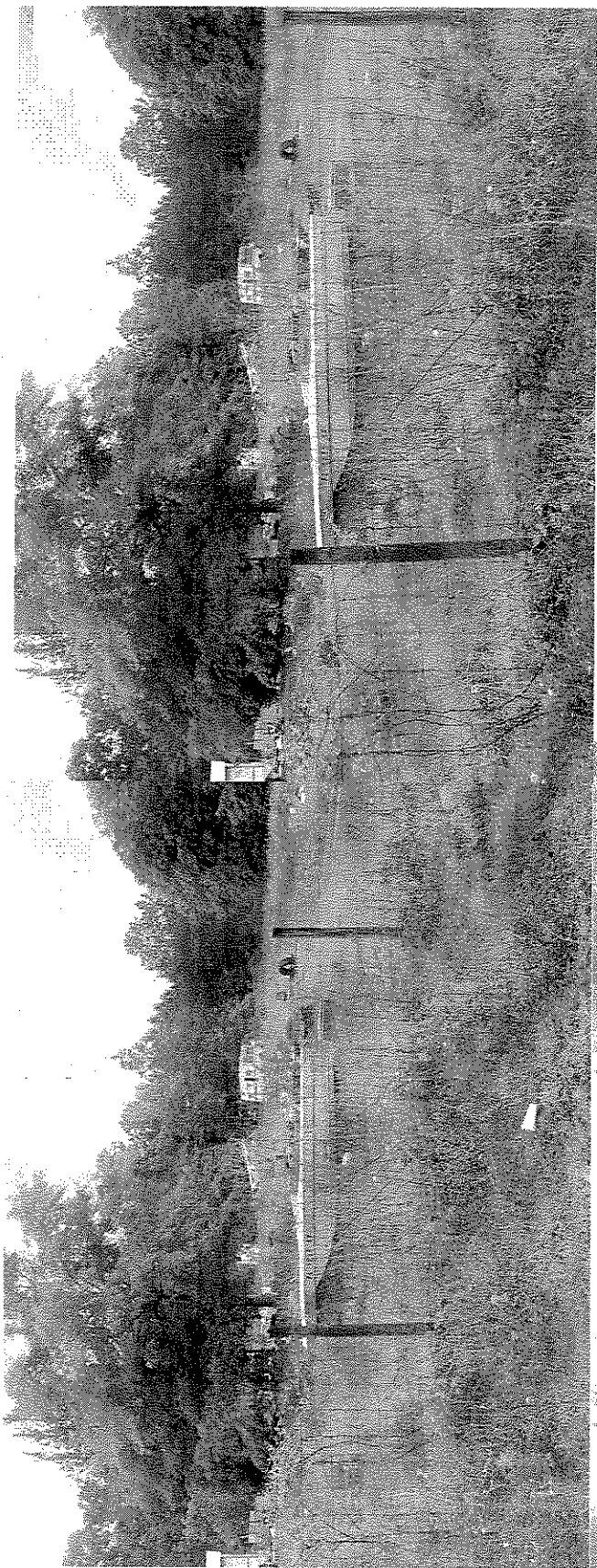
This letter is in regards to the violations on your property at 1379 Pine Bluff Rd., in Perry, Florida.

Enclosed you will find a copy of the Order Enforcing Ordinance Section 30-73, which was heard before the County Commissioners Hearing Officer on March 13, 2013. This order has imposed a fine of \$25 per day to be accrued for every day the property is not brought into compliance. As of this date you have accrued a fine of \$8,600.

I would like for you to contact me and give a timeline when you would be able take care of this matter. This action would be in your best interest as there is a possibility to mitigate the fine if this matter is handled promptly.

Sincerely,

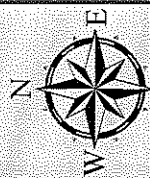

**Deborah Lawson
Code Enforcement
838-3500 ext. 103**



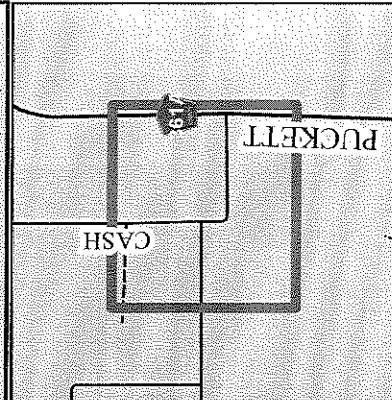
Taylor County GIS Mapping

Legend

- State/US Highway
Major Road
Minor Road
Graded Road



1 inch = 300 feet
Printed On: Thursday, May 15, 2014



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

26

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO CONSIDER APPROVAL OF A TRANSFER OUT OF RESERVES IN THE AMOUNT OF \$2,500 TO FUND SECURITY FOR HODGES PARK.

MEETING DATE REQUESTED:

JUNE 2, 2014

Statement of Issue: THE BOARD TO CONSIDER A TRANSFER

Recommended Action: APPROVE

Fiscal Impact: \$2,500

Budgeted Expense: NO

Submitted By: DUSTIN HINKEL, COUNTY ADMINISTRATOR

Contact: 838-3500

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: THE BOARD DISCUSSED THE PROVISION OF INCREASED SECURITY AT HODGES PARK FOR WEEKENDS AT THE MAY WORKSHOP. THE BOARD IS ASKED TO ESTABLISH A FUND FOR THE SERVICE.

Options: APPROVE/NOT APPROVE

Attachments: TRANSFER FORM

**TAYLOR COUNTY
BOARD OF COUNTY COMMISSIONERS
REQUEST FOR BUDGET TRANSFER**

DEPARTMENT: 0150 – Medical Examiner

DEPARTMENT HEAD: Dustin Hinkel

4/22/2014

	AMOUNT		ACCOUNT NO.	ACCOUNT NAME
\$	2,500	FROM	9001-59900	Reserve for Contingency
		TO	0447-53401	Hodges Park

REASON: To fund weekend security for Hodges Park

	AMOUNT		ACCOUNT NO.	ACCOUNT NAME
\$	2,000	FROM		
		TO		

REASON:

	AMOUNT		ACCOUNT NO.	ACCOUNT NAME
\$		FROM		
		TO		

REASON:

	AMOUNT		ACCOUNT NO.	ACCOUNT NAME
\$		FROM		
		TO		

REASON:

	AMOUNT		ACCOUNT NO.	ACCOUNT NAME
\$		FROM		
		TO		

REASON:

	AMOUNT		ACCOUNT NO.	ACCOUNT NAME
\$		FROM		
		TO		

REASON:

	AMOUNT		ACCOUNT NO.	ACCOUNT NAME
\$		FROM		
		TO		

REASON:

Chairman:

Malcom Page

DATE: June 2, 2014

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO CONSIDER AUTHORIZING THE COUNTY ADMINISTRATOR TO ENGAGE NABORS, GIBLIN, AND NICKERSON FOR LEGAL COUNSEL IN A LAND USE MATTER AND DISCUSS ESTABLISHING A BUDGET.

MEETING DATE REQUESTED:

JUNE 2, 2014

Statement of Issue: THE BOARD TO AUTHORIZE THE COUNTY ADMINISTRATOR TO SEEK COUNSEL

Recommended Action: APPROVE

Fiscal Impact: \$5,000 TO \$8,000

Budgeted Expense: NO

Submitted By: DUSTIN HINKEL, COUNTY ADMINISTRATOR

Contact: 838-3500

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: THE COUNTY ADMINISTRATOR BRIEFED THE BOARD ON THE NEED FOR OUTSIDE COUNSEL TO REVIEW AND ADVISE ON AN ONGOING LAND USE ISSUE.

Options: DISCUSS/APPROVE/NOT APPROVE

Attachments:

SUNGARD FENTAMINATION, INC.
DATE: 05/28/2014
TIME: 10:42:10

TAYLOR COUNTY BOARD OF COMMISSIONERS
EXPENDITURE STATUS REPORT

PAGE NUMBER: 1
EXPSTAIL

SELECTION CRITERIA: expldgcr.key_orgn='9107'
ACCOUNTING PERIOD: 8/14

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

FUND-107 MSTU FUND
FUNCTION-580 OTHER USES
ACTIVITY-590 OTHER NON-OPERATING
TOTL/DEPT-9107 MSTU FUND RESERVES

ACCOUNT	TITLE	BUDGET	PERIOD	ENCUMBRANCES	YEAR TO DATE	AVAILABLE	YTD/
			EXPENDITURES	OUTSTANDING	EXP	BALANCE	BUD
59900	RESERVE FOR CONTINGENCY	108,606.00	.00	.00	.00	108,606.00	.00
59910	RESERVE CASH BAL NEXT FY	180,000.00	.00	.00	.00	180,000.00	.00
59918	RSRV-COMPENSATED ABSENCE	30,360.00	.00	.00	.00	30,360.00	.00
59920	RESERVE FOR EQUIPMENT	425,002.00	.00	.00	.00	425,002.00	.00
	TOTAL MSTU FUND RESERVES	743,968.00	.00	.00	.00	743,968.00	.00
	TOTAL MSTU FUND	743,968.00	.00	.00	.00	743,968.00	.00

TOTAL REPORT	743,968.00	.00	.00	.00	.00	743,968.00	.00
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28

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO CONSIDER APPROVAL OF THE COUNTY ADMINISTRATOR'S RECOMMENDATION TO FILL THE EMERGENCY MANAGEMENT DIRECTOR POSITION.

MEETING DATE REQUESTED:

JUNE 2, 2014

Statement of Issue: THE BOARD TO APPROVE A RECOMMENDATION TO HIRE STEVE SPRADLEY TO SERVE AS THE COUNTY'S EMERGENCY MANAGEMENT DIRECTOR

Recommended Action: APPROVE

Fiscal Impact: GRADE 20 STEP 6

Budgeted Expense: YES

Submitted By: DUSTIN HINKEL, COUNTY ADMINISTRATOR

Contact: 838-3500

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: THE COUNTY ADMINISTRATOR RECOMMENDS APPROVING HIS DECISION TO OFFER THE POSITION OF EMERGENCY MANAGEMENT DIRECTOR TO STEVE SPRADLEY. MR. SPRADLEY HAS SERVED 2 YEARS AS THE COUNTY'S EMERGENCY MANAGEMENT COORDINATOR AND BRINGS OVER 30 YEARS OF PUBLIC SAFETY EXPERIENCE.

Options: DISCUSS/APPROVE/NOT APPROVE

Attachments: