

SUGGESTED AGENDA

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS
PERRY, FLORIDA

TUESDAY, OCTOBER 21, 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

AWARDS/RECOGNITIONS:

4. THE BOARD TO PRESENT A PROCLAMATION RECOGNIZING NEW BROOKLYN MISSIONARY BAPTIST CHURCH AND ITS' CENTENNIAL CELEBRATION.
5. SCOTT MIXON, PUBLIC AFFAIRS MANAGER, GEORGIA-PACIFIC, FOLEY CELLULOSE MILL, TO APPEAR TO PRESENT CONTRIBUTIONS TO THE BOARD FOR THE TAYLOR COUNTY SPORTS COMPLEX AND FOR THE VETERAN'S DAY CELEBRATION.
6. THE BOARD TO CONSIDER ADOPTION OF A PROCLAMATION RECOGNIZING CARL MCAFEE FOR HIS YEARS OF SERVICE WITH THE TAYLOR COUNTY FIRE DEPARTMENT, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

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

CONSENT ITEMS:

7. THE BOARD TO CONSIDER APPROVAL OF MINUTES OF OCTOBER 6, 2014.
8. EXAMINATION AND APPROVAL OF INVOICES.
9. THE BOARD TO APPROVE THE CERTIFICATE OF EXPENDITURE REPORT TO FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, FLORIDA FOREST SERVICE, VOLUNTEER FIRE ASSISTANCE GRANT PROGRAM, AS AGENDAED BY THE GRANTS DIRECTOR.
10. THE BOARD TO REVIEW AND CONSIDER APPROVAL OF DISPOSITION FORMS FOR SURPLUS COUNTY PROPERTY, AGENDAED BY THERESA GANT-COPELAND, DIRECTOR OF TECHNOLOGY AND INFORMATION SERVICES.

BIDS/PUBLIC HEARINGS:

11. THE BOARD TO RECEIVE BIDS FOR THREE (3) REHABILITATIONS AND 3 DEMOLITION AND NEW CONSTRUCTIONS FOR SIX (6) APPROVED SHIP PROGRAM RECIPIENTS, SET FOR THIS DATE AT 6:00 P.M., OR AS SOON THEREAFTER AS POSSIBLE.
12. 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 CONSIDER APPROVAL OF ANIMAL CONTROL ORDINANCE.
13. THE BOARD TO HOLD THE FIRST OF TWO (2) PUBLIC HEARINGS, SET FOR THIS DATE AT 6:10 P.M., OR AS SOON THEREAFTER AS POSSIBLE, TO DISCUSS AND RECEIVE PUBLIC INPUT REGARDING THE UPCOMING FUNDING CYCLE AND POSSIBLE GRANT SUBMISSION FOR THE 2021 FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT), TRANSPORTATION ALTERNATIVES PROGRAM.

14. THE BOARD TO HOLD A PUBLIC HEARING, SET FOR THIS DATE AT 6:15 P.M., OR AS SOON THEREAFTER AS POSSIBLE, TO CONSIDER APPROVAL OF A SPECIAL EVENT (MUD BOG) APPLICATION, AS SUBMITTED BY IRON HORSE MUD RANCH, FOR EVENTS TO BE HELD ON OCTOBER 24 THROUGH OCTOBER 26, 2014.
15. THE BOARD TO HOLD A PUBLIC HEARING, SET FOR THIS DATE AT 6:20 P.M., OR AS SOON THEREAFTER AS POSSIBLE, TO DISCUSS AND RECEIVE PUBLIC INPUT FOR THE POSSIBLE SUBMISSION OF A SECOND GRANT TO THE 2015-2016 FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP). THIS WILL BE THE ONLY PUBLIC HEARING FOR A SECOND GRANT SUBMISSION.

HOSPITAL ITEMS:

16. DOUG FAIRCLOTH, CFO, DOCTORS' MEMORIAL HOSPITAL (DMH), TO APPEAR TO PRESENT HOSPITAL FINANCIAL REPORT.

PUBLIC REQUESTS:

17. SCOTT MIXON, PUBLIC AFFAIRS MANAGER, GEORGIA-PACIFIC, AND CHET THOMPSON, TO APPEAR TO ADDRESS THE BOARD REGARDING GEORGIA-PACIFIC'S ACTIVITIES ON PROPERTY IN THE SAN PEDRO BAY AREA AND ITS' IMPACT ON THE SURROUNDING PROPERTIES.

COUNTY STAFF ITEMS:

18. THE BOARD TO CONSIDER APPROVAL TO SUBMIT AN APPLICATION TO THE SUWANNEE RIVER WATER MANAGEMENT DISTRICT (SRWMD) RIVER GRANT PROGRAM, REQUESTING FUNDING ASSISTANCE FOR THE CONNECTION OF FOREST CAPITAL HALL TO THE CITY SEWER SYSTEM, AS AGENDAED BY MELODY COX, GRANTS DIRECTOR.
19. THE BOARD TO CONSIDER ADOPTION OF A RESOLUTION REQUIRED FOR THE SUBMISSION OF A GRANT TO THE 2015-2016 FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP), REQUESTING FUNDING ASSISTANCE FOR THE STEINHATCHEE PARK AND PIER IMPROVEMENT PROJECT, AS AGENDAED BY THE GRANTS DIRECTOR.

20. THE BOARD TO CONSIDER ADOPTION OF A RESOLUTION REQUIRED FOR THE SUBMISSION OF A GRANT REQUESTING FUNDING ASSISTANCE FOR THE TAYLOR COUNTY SPORTS COMPLEX FOR THE 2015-2016 FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP), AS AGENDAED BY THE GRANTS DIRECTOR.
21. THE BOARD TO CONSIDER APPROVAL OF A GRANT APPLICATION TO THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, FLORIDA FOREST SERVICE, VOLUNTEER FIRE ASSISTANCE GRANT PROGRAM, AS AGENDAED BY THE GRANTS DIRECTOR.
22. THE BOARD TO CONSIDER APPROVAL OF FIRST TIME HOME BUYER'S DOWN PAYMENT ASSISTANCE TO TIMOTHY WAYNE HARRELL AND HEATHER ROBERSON THROUGH THE SHIP PROGRAM, AS AGENDAED BY THE GRANTS DIRECTOR.

COUNTY ADMINISTRATOR ITEMS:

23. 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 MARGARET DUNN, 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.

SUBJECT/TITLE:	
	THE BOARD TO PRESENT A PROCLAMATION TO NEW BROOKLYN MISSIONARY BAPTIST CHURCH RECOGNIZING THEIR CENTENNIAL ANNIVERSARY
MEETING DATE REQUESTED:	
	OCTOBER 21, 2014

Statement of Issue: THE BOARD APPROVED THE PROCLAMATION ON
OCTOBER 6, 2014, AND WILL PUBLICLY PRESENT IT TO
REPRESENTATIVES OF THE CHURCH

Recommended Action:

Fiscal Impact:

Budgeted Expense:

Submitted By:


Contact:

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

Attachments:

SUBJECT/TITLE:	
	SCOTT MIXON, PUBLIC AFFAIRS MANAGER FOR GEORGIA-PACIFIC, WILL PRESENT CHECK CONTRIBUTIONS FOR THE TAYLOR COUNTY SPORTS COMPLEX AND FOR THE VETERAN'S DAY CELEBRATION, AS AGENDAED BY SCOTT MIXON.
MEETING DATE REQUESTED:	
	OCTOBER 21, 2014

Statement of Issue:

Recommended Action:

Fiscal Impact:

Budgeted Expense:


Submitted By: **SCOTT MIXON 850-584-1275**

Contact: **SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

History, Facts & Issues:

Options:

Attachments:

SUBJECT/TITLE:	
	THE BOARD TO CONSIDER APPROVAL OF A PROCLAMATION RECOGNIZING CARL MCAFEE FOR HIS YEARS OF SERVICE TO TAYLOR COUNTY FIRE DEPARTMENT.
MEETING DATE REQUESTED:	
	OCTOBER 21, 2014

Statement of Issue: CARL MCAFEE IS RETIRING AFTER SERVING TAYLOR COUNTY FOR 25 YEARS. THIS PROCLAMATION, IF APPROVED, WILL BE AGENDAED FOR PRESENTATION AT A LATER MEETING.

Recommended Action: APPROVE PROCLAMATION

Fiscal Impact: N/A

Budgeted Expense:

Submitted By: DUSTIN HINKEL, COUNTY ADMINISTRATOR

Contact:

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

Attachments:

PROCLAMATION

Recognizing

Fire Chief Carl McAfee for his years of dedicated service to Taylor County

Whereas Chief Carl McAfee began his career with Taylor County Fire Rescue in December 1988 as a part time driver and began his fulltime career as a Fire Fighter/EMT on October 7th 1989; and,

Whereas at the beginning of his career he served as a single career fireman responding countywide and often protected the residents of Taylor County with no other assistance; and,

Whereas through his 25 year career he advanced through the ranks as Lieutenant to Deputy Fire Chief and serving as the Fire Chief of Taylor County; and,

Whereas through his career he served as a cornerstone helping to advance the department to meet the growing needs of Taylor County; and,

Whereas he will be the first Taylor County fire fighter to complete a full 25 year career; and,

Whereas he will be retiring from Taylor County Fire Rescue on October 31st 2014; and

Now, therefore, be it resolved by the Board of County Commissioners in Taylor County, Florida, this 21st day of October, 2014, that

Fire Chief Carl McAfee is recognized for his many accomplishments, years of service, and selfless dedication to Taylor County Fire Rescue, the Taylor County Government, and the residents and guests to Taylor County.

Malcolm D. Page, Chairman
Board of County Commissioners

Pam Feagle, District Four
Board of County Commissioners

Jim Moody, District Two
Board of County Commissioners

Patricia "Pat" Patterson, District Five
Board of County Commissioners

Jody DeVane, District Three
Board of County Commissioners

Annie Mae Murphy, Clerk of Court
Taylor County, Florida

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to approve the Certificate of Expenditure Report to Florida Department of Agriculture and Consumer Services, Florida Forest Service, Volunteer Fire Assistance Grant Program.

MEETING DATE REQUESTED:

October 21, 2014

Statement of Issue: Board to approve Certificate of Expenditure Report to Florida Forest Service to close out a Volunteer Fire Assistance Grant in the amount of \$9,503 awarded to the County January 9, 2014. All funds have been expended.

Recommended Action: Board to approve Certificate of Expenditure Report .

Fiscal Impact: The County expended all funds awarded.

Budgeted Expense: A donation received from Georgia Pacific/Buckeye provided the matching funds.

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The County was awarded funding assistance to purchase the following equipment for Volunteer Firefighters: 9 radios, 7 pagers, 8 microphones, 7 LED lanterns and 4 chain saws.

Attachments: Certificate of Expenditure and support documentation.



ADAM H. PUTNAM
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Florida Forest Service

CERTIFICATE OF EXPENDITURE

This will certify that all funds received by:

Taylor County Board of Commissioners

(Name of Entity)

under the Year 20 14 Volunteer Fire Assistance Federal Cost-share program were spent in accordance with the Grant application, as amended, and as approved by the Florida Department of Agriculture and Consumer Services, Florida Forest Service.

This I attest, under penalties of perjury:

Malcolm Page

(Printed Name)

Chairman

(Title)

(Signature)

STATE OF FLORIDA
COUNTY OF _____

Sworn before me on this _____ day of _____, 20____

_____ personally appeared before me,
whom I personally know.

NOTARY PUBLIC (Seal)

SUNGARD PENTAMATION, INC.
 DATE: 10/09/2014
 TIME: 12:46:07

TAYLOR COUNTY BOARD OF COMMISSIONERS
 EXPENDITURE AUDIT TRAIL

PAGE NUMBER: 1
 AUDIT21

SELECTION CRITERIA: expdgr.key_orgn='0195'
 ACCOUNTING PERIODS: 1/14 THRU 13/14

SORTED BY: FUND,FUNCTION,ACTIVITY,TOTL/DEPT,ACCOUNT

TOTALED ON: FUND,TOTL/DEPT

PAGE BREAKS ON: FUND,TOTL/DEPT

FUND - 107 - MSTU FUND
 FD/DEPT - 0195 - VOLUNTEER FIRE ASST.GRANT

ACCOUNT DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION	CUMULATIVE BALANCE
107-520-522-0195-0195 - VOLUNTEER FIRE ASST.GRANT									
54100		COMMUNICATIONS			.00	.00	.00	BEGINNING BALANCE	
01/21/14	11-4				.00				
01/21/14	13-4				6,855.00			NEW GRANT 2014	
02/18/14	17-5	20140705-01		000810 COX ELECTRONICS,			1,245.00	SCEPTAR VHF PAGER	
02/18/14	17-5	20140705-02		000810 COX ELECTRONICS,			1,749.95	128CH VHF 50W VERTEX	
02/18/14	17-5	20140705-03		000810 COX ELECTRONICS,			275.00	DTMF MICROPHONE	
02/18/14	17-5	20140705-04		000810 COX ELECTRONICS,			280.00	LABOR	
03/18/14	21-6	20140705-01 48636		000810 COX ELECTRONICS,		1,245.00	-1,245.00	SCEPTAR VHF PAGER	
03/18/14	21-6	20140705-02 48636		000810 COX ELECTRONICS,		1,749.95	-1,749.95	128CH VHF 50W VERTEX	
03/18/14	21-6	20140705-03 48636		000810 COX ELECTRONICS,		275.00	-275.00	DTMF MICROPHONE	
03/18/14	21-6	20140705-04 48636		000810 COX ELECTRONICS,		280.00	-280.00	LABOR	
06/23/14	17-9	20141368-01		000810 COX ELECTRONICS,			1,660.00	SCEPTAR VHF PAGER	
06/23/14	17-9	20141368-02		000810 COX ELECTRONICS,			165.00	DTMF MICROPHONE	
06/23/14	17-9	20141368-03		000810 COX ELECTRONICS,			1,399.96	128CH VHF 50W VERTEX	
06/23/14	17-9	20141368-04		000810 COX ELECTRONICS,			80.00	RADIO INSTALL	
07/07/14	21-10	20141368-01 49293		000810 COX ELECTRONICS,		1,660.00	-1,660.00	SCEPTAR VHF PAGER	
07/07/14	21-10	20141368-02 49293		000810 COX ELECTRONICS,		165.00	-165.00	DTMF MICROPHONE	
07/07/14	21-10	20141368-03 49293		000810 COX ELECTRONICS,		1,399.96	-1,399.96	128CH VHF 50W VERTEX	
07/07/14	21-10	20141368-04 49293		000810 COX ELECTRONICS,		80.00	-80.00	RADIO INSTALL	
TOTAL		COMMUNICATIONS			6,855.00	6,854.91	.00		.09
55103		EQUIPMENT < \$1,000			.00	.00	.00	BEGINNING BALANCE	
01/21/14	11-4				.00				
01/21/14	13-4				2,648.00			NEW GRANT 2014	
02/18/14	17-5	20140706-01		000089 TACO EQUIPMENT &			1,276.00	MODEL 445	
04/15/14	17-7	20141009-01		003711 LAW ENFORCEMENT			1,371.93	NEW STREAMLIGHT LED LANTE	
04/22/14	21-7	20140706-01 48865		000089 TACO EQUIPMENT &		1,276.00	-1,276.00	MODEL 445	
06/24/14	21-9	20141009-01 49209		003711 LAW ENFORCEMENT		1,371.93	-1,371.93	NEW STREAMLIGHT LED LANTE	
TOTAL		EQUIPMENT < \$1,000			2,648.00	2,647.93	.00		.07
55201		GEN. OPERATING SUPPLIES			.00	.00	.00	BEGINNING BALANCE	
10/01/13	11-1				.00			POSTED FROM BUDGET SYSTEM	
TOTAL		GEN. OPERATING SUPPLIES			.00	.00	.00		.00

* THERE IS A NOTE ASSOCIATED WITH THIS TRANSACTION

SUNGARD PENTAMATION, INC.
DATE: 10/09/2014
TIME: 12:46:07

TAYLOR COUNTY BOARD OF COMMISSIONERS
EXPENDITURE AUDIT TRAIL

PAGE NUMBER: 2
AUDIT21

SELECTION CRITERIA: expledgr.key_orgn='0195'
ACCOUNTING PERIODS: 1/14 THRU 13/14

SORTED BY: FUND,FUNCTION,ACTIVITY,TOTL/DEPT,ACCOUNT

TOTALED ON: FUND,TOTL/DEPT

PAGE BREAKS ON: FUND,TOTL/DEPT

FUND - 107 - MSTU FUND
FD/DEPT - 0195 - VOLUNTEER FIRE ASST.GRANT

ACCOUNT DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION	CUMULATIVE BALANCE
56400		CAPITAL OUTLAY-EQUIPMENT	(cont'd)						
56400		CAPITAL OUTLAY-EQUIPMENT			.00	.00	.00	BEGINNING BALANCE	
10/01/13	11-1				.00			POSTED FROM BUDGET SYSTEM	
TOTAL		CAPITAL OUTLAY-EQUIPMENT			.00	.00	.00		.00
TOTAL TOTL/DEPT - VOLUNTEER FIRE ASST.GRANT					9,503.00	9,502.84	.00		.16
TOTAL FUND - MSTU FUND					9,503.00	9,502.84	.00		.16
TOTAL REPORT					9,503.00	9,502.84	.00		.16

* THERE IS A NOTE ASSOCIATED WITH THIS TRANSACTION

**FLORIDA DEPARTMENT OF
AGRICULTURE AND CONSUMER
SERVICES**

**FLORIDA FOREST
SERVICE**

**FOREST PROTECTION
BUREAU**



FAX COVER PAGE

PAGE 1 OF A 2 PAGE TRANSMISSION

TO: Volunteer Fire Assistance Grant Recipient

FROM: Matt Weinell, Fire Resource Manager

PHONE: 850/681-5931

Fax: 850/681-5901

Attached you will find a list of approved items for purchase through the VFA Grant Program. The "AMOUNT APPROVED" column lists the amount that was approved to spend, the column marked "FED COST SHARE (50%)" is the total possible amount to be reimbursed.

The recipient can spend up to the approved amount, but will only get reimbursed for half of that amount.

Please remember to provide the complete Proof-of-Purchase package (ex. copy of check, invoice with zero balance) for approved items to be reimbursed. Invoices must be stamped paid and indicate a check number.

Send Proof-of-Purchase package with Certificate of Expenditure to our office for reimbursement:

VFA Grants Room 159
Florida Forest Service
3125 Conner Blvd.
Tallahassee, FL 32399-1650

The Certificate of Expenditure must be signed and notarized and returned with the Proof-of-Purchase package. Copies of the Certificate of Expenditure can be found on our website at: http://www.fl-dof.com/wildfire/vfd_grants.html. Please remember that the sooner the proof-of-purchase package is returned, the sooner we can reimburse the 50% match.

F-345 P0002/0002 F-458

2013 APPROVED FEDERAL COST SHARE

05 Taylor

Taylor County Board of Commissioners

AMOUNT APPROVED	FED COST SHARE (50%)	NUMBER	DESCRIPTION
\$9,503	\$4,751.50	9	Radios, 7 Pagers, 8 Microphones, 7 LED Lanterns, 4 Chain Saws
FIRE DEPT. TOTAL	\$9,503		

01-09-14 10:00 - RUM-

Thursday, January 09, 2014

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TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO REVIEW AND CONSIDER APPROVAL OF DISPOSITION FORMS FOR SURPLUS COUNTY PROPERTY, AS AGENDAED BY THERESA GANT-COPELAND, DTIS

MEETING DATE REQUESTED:

October 21, 2014

Statement of Issue: THE BOARD TO CONSIDER THE APPROVAL OF DISPOSITION OF PROPERTY FORMS

Recommended Action: APPROVE

Fiscal Impact: N/A

Budgeted Expense: YES

Submitted By: THERESA GANT-COPELAND

Contact: 838-3500 X108

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: THE BOARD IS RESPONSIBLE FOR TRACKING AND DISPOSING OF ITS PROPERTY. STAFF IS REQUESTING THAT THE ATTACHED PROPERTY BE DECALARED SURPLUS.

Options: APPROVE / NOT APPROVE

Attachments: PROPERTY FORMS



DISPOSITION OF ASSET REPORT
TAYLOR COUNTY, FLORIDA

TO: BOARD OF COUNTY COMMISSIONERS

FROM: PUBLIC LIBRARY

Department Name

DEPT 0430
Number

2189

Clerk Asset Number:

Board Asset Number:

DATE: _____

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item MICROFILM FILE W/1 STRAW	Room #	Make
Model	Year	Serial Number
Other Description:		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: SURPLUS

**** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

Explanation for Disposal: (required) _____

Location: (required) LIBRARY KITCHEN

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commission: _____ Date _____

Kinda Hawkins
Department Head

Chairman Signature
[Signature]
County Administrator Approval

Date Removed From Asset Records

[Signature]
Fixed Assets Manager



DISPOSITION OF ASSET REPORT
TAYLOR COUNTY, FLORIDA

TO: BOARD OF COUNTY COMMISSIONERS
FROM: Fire Rescue DEPT 0192 Clerk Asset Number: 2392 Board Asset Number: _____
Department Name Number DATE: 8/20/2014

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item	Room #	Make
VHF Repeater	St. 1 Bay	Standard Comm. Corp.
Model	Year	Serial Number
Pt. No. RTT-10		
Other Description:		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: Surplus

**** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

Explanation for Disposal: (required) Non Operable

Location: (required) Fire Rescue Storage

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commission: _____ Date _____

[Signature]
Department Head

[Signature]
Chairman Signature

[Signature]
County Administrator Approval

Date Removed From Asset Records

[Signature]
Fixed Assets Manager



DISPOSITION OF ASSET REPORT
TAYLOR COUNTY, FLORIDA

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Fire Rescue
Department Name

DEPT 0192
Number

2924
Clerk Asset Number:

Board Asset Number:
DATE: 8/20/2014

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item	Room #	Make
VHF Repeater	St. 1 Bay	Mororola
Model	Year	Serial Number
C73GSB-105BT		482CPQ0094
Other Description:		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: Surplus

**** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

Explanation for Disposal: (required) Non Operable

Location: (required) Fire Rescue Storage

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commission: _____ Date _____

[Signature]
Department Head

[Signature]
Chairman Signature

[Signature]
County Administrator Approval

Date Removed From Asset Records

[Signature]
Fixed Assets Manager



DISPOSITION OF ASSET REPORT
TAYLOR COUNTY, FLORIDA

TO: BOARD OF COUNTY COMMISSIONERS

3658
Clerk Asset Number:

Board Asset Number:

FROM: Fire Rescue
Department Name

DEPT 0192
Number

DATE: 10/8/2014

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item	Room #	Make
Washer	Station 1 Bay	Kenmore
Model	Year	Serial Number
	1993	C7030255
Other Description:		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: Surplus

**** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

Explanation for Disposal: (required) Non Operable

Location: (required) Station 1 Bay

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commission: _____ Date _____

Department Head

Chairman Signature

County Administrator Approval

Date Removed From Asset Records

Fixed Assets Manager



DISPOSITION OF ASSET REPORT
TAYLOR COUNTY, FLORIDA

TO: BOARD OF COUNTY COMMISSIONERS

3659
Clerk Asset Number:

Board Asset Number:

FROM: Fire Rescue
Department Name

DEPT 0192
Number

DATE: 10/8/2014

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item	Room #	Make
Dryer	Station 1 Bay	Kenmore
Model	Year	Serial Number
	1993	M70512752
Other Description:		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: Surplus

**** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

Explanation for Disposal: (required) Non operable

Location: (required) Station 1 Bay

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commission: _____ Date _____

[Signature]
Department Head

[Signature]
Chairman Signature

[Signature]
County Administrator Approval

Date Removed From Asset Records

[Signature]
Fixed Assets Manager



DISPOSITION OF ASSET REPORT
TAYLOR COUNTY, FLORIDA

TO: BOARD OF COUNTY COMMISSIONERS

4800

Clerk Asset Number:

Board Asset Number:

FROM: PUBLIC LIBRARY

DEPT 0430

DATE:

Department Name

Number

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item MONITOR	Room #	Make
Model V500	Year 03	Serial Number 913BF23RC199
Other Description:		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: SURPLUS

**** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

Explanation for Disposal: (required) NO LONGER COMPATIBLE

Location: (required) STORAGE ROOM AT LIBRARY

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commission: _____ Date _____

Department Head

Chairman Signature

County Administrator Approval

Chinda Hawkins
Date Removed From Asset Records

Thomas Copeland
Fixed Assets Manager



DISPOSITION OF ASSET REPORT
TAYLOR COUNTY, FLORIDA

5028

TO: BOARD OF COUNTY COMMISSIONERS

Clerk Asset Number:

Board Asset Number:

FROM: EMS
Department Name

DEPT 0229
Number

DATE: _____

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item MOTOROLA MOBILE RADIO	Room #	Make MOTOROLA MARATRAC
Model T73XTA7T7-K	Year	Serial Number 776TAC1541
Other Description:		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: SURPLUS

**** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

Explanation for Disposal: (required) _____

Location: (required) CFC

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commission: _____ Date _____

D - C

Steve Smadley
Department Head

[Signature]
Chairman/Signature

[Signature]
County Administrator Approval

Date Removed From Asset Records

[Signature]
Fixed Assets Manager



DISPOSITION OF ASSET REPORT
TAYLOR COUNTY, FLORIDA

5029

TO: BOARD OF COUNTY COMMISSIONERS

Clerk Asset Number:

Board Asset Number:

FROM: EMS

DEPT 0229

DATE: _____

Department Name

Number

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item MOTOROLA MOBILE W-1/4 VHF AN	Room #	Make MOTOROLA
Model T37XTA7TA7-K	Year	Serial Number 776TAC1542
Other Description:		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: SURPLUS

**** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

Explanation for Disposal: (required) _____

Location: (required) COUNTY FIRE DEPARTMENT

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commission: _____ Date _____

[Signature]
Department Head

[Signature]
Chairman Signature

[Signature]
County Administrator Approval

Date Removed From Asset Records

[Signature]
Fixed Assets Manager



DISPOSITION OF ASSET REPORT
TAYLOR COUNTY, FLORIDA

TO: BOARD OF COUNTY COMMISSIONERS

5304
Clerk Asset Number:

2477
Board Asset Number:

FROM: Fire Rescue
Department Name

DEPT 0192
Number

DATE: 10/1/2014

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item	Room #	Make
Fire Truck (Squad 2)	Station 1	Ford
Model	Year	Serial Number
F350	1980	
Other Description:		
Vin# - F37ZNHG0706		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: Surplus

**** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

Explanation for Disposal: (required) Non-Operable / Non-Compliant

Location: (required) Fire Rescue Station 1

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commission: _____ Date _____

Department Head

Chairman Signature

County Administrator Approval

Date Removed From Asset Records

Fixed Assets Manager



DISPOSITION OF ASSET REPORT
TAYLOR COUNTY, FLORIDA

5423

TO: BOARD OF COUNTY COMMISSIONERS

Clerk Asset Number:

Board Asset Number:

FROM: ROAD DEPARTMENT

DEPT 0301

DATE: _____

Department Name

Number

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item DIGITAL COPIER	Room #	Make
Model 5227	Year	Serial Number L0571060303
Other Description:		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: surplus

**** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

Explanation for Disposal: (required) no longer supported/ outdated

Location: (required) road department

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commission: _____ Date _____

Andy McLeod
Department Head

Chairman Signature
[Signature]
County Administrator Approval

Date Removed From Asset Records

Fixed Assets Manager



DISPOSITION OF ASSET REPORT
TAYLOR COUNTY, FLORIDA

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Fire Rescue
Department Name

DEPT 0192
Number

5654
Clerk Asset Number:

1294
Board Asset Number:
DATE: 8/20/2014

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item	Room #	Make
Computer	FD Office	DELL
Model	Year	Serial Number
Other Description:		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: Surplus

**** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

Explanation for Disposal: (required) Non Operable

Location: (required) Fire Rescue Storage

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commission: _____ Date _____

[Signature]
Department Head

[Signature]
Chairman Signature
County Administrator Approval

Date Removed From Asset Records

[Signature]
Fixed Assets Manager



DISPOSITION OF ASSET REPORT
TAYLOR COUNTY, FLORIDA

5762

TO: BOARD OF COUNTY COMMISSIONERS

Clerk Asset Number:

Board Asset Number:

FROM:

Department Name

DEPT

Number

DATE:

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item COPIER	Room # ANIMAL CONTROL	Make CANON
Model IR5000	Year	Serial Number MPL32794
Other Description:		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: SURPLUS

**** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

Explanation for Disposal: (required) NO LONGER WORKING/ REPLACED

Location: (required) ANIMAL CONTROL

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commission: _____ Date _____

W D Danner
Department Head

Chairman Signature
[Signature]
County Administrator Approval
[Signature]

Date Removed From Asset Records

Fixed Assets Manager



DISPOSITION OF ASSET REPORT
TAYLOR COUNTY, FLORIDA

5762-001

TO: BOARD OF COUNTY COMMISSIONERS

Clerk Asset Number:

Board Asset Number:

FROM: Old Post Office

DEPT 0164

DATE: _____

Department Name

Number

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item COPIER NETWORK PRINTER KIT	Room # ANIMAL CONTROL	Make CANON
Model IR5000	Year	Serial Number
Other Description: KIT...		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: SURPLUS

**** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

Explanation for Disposal: (required) NO LONGER WORKING/ REPLACED

Location: (required) ANIMAL CONTROL

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commission: _____ Date _____

W D Minni
Department Head

Chairman Signature
[Signature]
County Administrator Approval

Date Removed From Asset Records

Fixed Assets Manager



DISPOSITION OF ASSET REPORT
TAYLOR COUNTY, FLORIDA

5773

TO: BOARD OF COUNTY COMMISSIONERS

Clerk Asset Number:

Board Asset Number:

FROM: PUBLIC LIBRARY

DEPT 0430

DATE:

Department Name

Number

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item COMPUTER	Room # STORAGE ROOM	Make DELL
Model 2350	Year 03	Serial Number B6L9821
Other Description:		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: SURPLUS

**** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

Explanation for Disposal: (required) NO LONGER COMPATIBLE

Location: (required) STORAGE ROOM AT LIBRARY

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commission: _____ Date _____

K. Linda Hawkins
Department Head

Chairman Signature
[Signature]
County Administrator Approval

Date Removed From Asset Records

[Signature]
Fixed Assets Manager



DISPOSITION OF ASSET REPORT
TAYLOR COUNTY, FLORIDA

TO: BOARD OF COUNTY COMMISSIONERS

6140
Clerk Asset Number:

Board Asset Number:

FROM: PUBLIC LIBRARY
Department Name

DEPT 0430
Number

DATE: _____

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item TOWER	Room #	Make DELL
Model 2400	Year 03	Serial Number JDRRS31
Other Description:		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: SURPLUS

**** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

Explanation for Disposal: (required) NO LONGER COMPATIBLE

Location: (required) STORAGE ROOM AT LIBRARY

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commission: _____ Date _____

Gynda Hawkins
Department Head

Chairman Signature
[Signature]
County Administrator Approval

Date Removed From Asset Records

[Signature]
Fixed Assets Manager



DISPOSITION OF ASSET REPORT
TAYLOR COUNTY, FLORIDA

6161

TO: BOARD OF COUNTY COMMISSIONERS

Clerk Asset Number:

Board Asset Number:

FROM: PUBLIC LIBRARY

DEPT 0430

DATE: _____

Department Name

Number

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item COMPUTER	Room # STORAGE ROOM	Make DELL
Model 2400	Year 03	Serial Number FDVO241
Other Description:		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: SURPLUS

**** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

Explanation for Disposal: (required) NO LONGER COMPATIBLE

Location: (required) STORAGE ROOM AT LIBRARY

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commission: _____ Date _____

Ginda Hawkins
Department Head

Chairman Signature
[Signature]
County Administrator Approval

[Signature]
Date Removed From Asset Records

[Signature]
Fixed Assets Manager



DISPOSITION OF ASSET REPORT
TAYLOR COUNTY, FLORIDA

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Old Post Office

Department Name

DEPT 0164

Number

11203
Clerk Asset Number:

Board Asset Number:

DATE: _____

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item FAX MACHINE	Room # ANIMAL CONTROL	Make BROTHER
Model ITELLIFAX 4100	Year	Serial Number U60298B4J270141
Other Description:		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: SURPLUS

**** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

Explanation for Disposal: (required) NO LONGER WORKING/ REPLACED

Location: (required) ANIMAL CONTROL

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commission: _____ Date _____

Department Head

Chairman Signature

County Administrator Approval

Date Removed From Asset Records

Fixed Assets Manager



DISPOSITION OF ASSET REPORT
TAYLOR COUNTY, FLORIDA

TO: BOARD OF COUNTY COMMISSIONERS

FROM: PUBLIC LIBRARY
Department Name

6317
Clerk Asset Number:
DEPT 0430
Number

Board Asset Number:
DATE: _____

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item COMPUTER	Room # STORAGE ROOM	Make DELL
Model 2400	Year 03	Serial Number HXGGP51
Other Description:		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: SURPLUS

**** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

Explanation for Disposal: (required) NO LONGER COMPATIBLE

Location: (required) STORAGE ROOM AT LIBRARY

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commission: _____ Date _____

Linda Hawkins
Department Head

Chairman Signature
[Signature]
County Administrator Approval

Date Removed From Asset Records

[Signature]
Fixed Assets Manager



DISPOSITION OF ASSET REPORT
TAYLOR COUNTY, FLORIDA

6318

TO: BOARD OF COUNTY COMMISSIONERS

Clerk Asset Number:

Board Asset Number:

FROM: PUBLIC LIBRARY

DEPT 0430

DATE:

Department Name

Number

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item TOWER	Room #	Make DELL
Model 2400	Year 03	Serial Number HWGGP51
Other Description:		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: SURPLUS

**** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

Explanation for Disposal: (required) NO LONGER COMPATIBLE

Location: (required) STORAGE ROOM AT LIBRARY

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commission: _____ Date _____

Kinda Hawkins
Department Head

Chairman Signature
[Signature]
County Administrator Approval

Date Removed From Asset Records

[Signature]
Fixed Assets Manager



DISPOSITION OF ASSET REPORT
TAYLOR COUNTY, FLORIDA

6475

TO: BOARD OF COUNTY COMMISSIONERS

Clerk Asset Number: _____

Board Asset Number: _____

FROM: ROAD DEPARTMENT
Department Name

DEPT 0301
Number

DATE: _____

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item TIME CLOCK	Room #	Make PYRAMID
Model 4000	Year	Serial Number
Other Description:		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: surplus

**** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

Explanation for Disposal: (required) no longer supported/ outdated

Location: (required) road department/BREAK ROOM

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commission: _____ Date _____

Andy McLeod
Department Head

Chairman Signature
[Signature]
County Administrator Approval

Date Removed From Asset Records

[Signature]
Fixed Assets Manager



DISPOSITION OF ASSET REPORT
TAYLOR COUNTY, FLORIDA

6724

TO: BOARD OF COUNTY COMMISSIONERS

Clerk Asset Number:

Board Asset Number:

FROM: ANIMAL CONTROL

DEPT 0250

DATE: _____

Department Name

Number

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item LAPTOP	Room # ANNEX ATTIC	Make LATITUDE
Model DELL	Year	Serial Number 157NM81
Other Description:		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: surplus

**** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

Explanation for Disposal: (required) no longer supported/ outdated

Location: (required) ADMIN COMPLEX ATTIC

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commission: _____ Date _____

Gay Wambolt
Department Head

[Signature]
Chairman Signature
[Signature]
County Administrator Approval

Date Removed From Asset Records

[Signature]
Fixed Assets Manager



DISPOSITION OF ASSET REPORT
TAYLOR COUNTY, FLORIDA

TO: BOARD OF COUNTY COMMISSIONERS
FROM: Fire Rescue DEPT 0192 Clerk Asset Number: 6725 Board Asset Number: _____
Department Name Number DATE: 9/24/2014

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item	Room #	Make
Lawn Mower	Station 1	John Deere
Model	Year	Serial Number
LT150		
Other Description:		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: Surplus

**** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

Explanation for Disposal: (required) Non Operable

Location: (required) Fire Rescue (St. 1 Bay)

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commission _____ Date _____

Department Head

Chairman Signature

County Administrator Approval

Date Removed From Asset Records

Fixed Assets Manager



DISPOSITION OF ASSET REPORT
TAYLOR COUNTY, FLORIDA

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Fire Rescue
Department Name

6827
Clerk Asset Number:
DEPT 0192
Number

3011
Board Asset Number:
DATE: 8/20/2014

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item	Room #	Make
Computer	FD Office	DELL
Model	Year	Serial Number
Other Description:		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: Surplus

**** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

Explanation for Disposal: (required) Non Operable

Location: (required) Fire Rescue Storage

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commission: _____ Date _____

[Signature]
Department Head

[Signature]
Chairman Signature

[Signature]
County Administrator Approval

Date Removed From Asset Records

[Signature]
Fixed Assets Manager



DISPOSITION OF ASSET REPORT
TAYLOR COUNTY, FLORIDA

6840

TO: BOARD OF COUNTY COMMISSIONERS

Clerk Asset Number:

Board Asset Number:

FROM: Emergency Mgt.
Department Name

DEPT 0224
Number

DATE: _____

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item PRECISION COMPUTER	Room # ATTIC	Make DELL
Model M70	Year	Serial Number BFZ5381
Other Description:		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: surplus

**** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

Explanation for Disposal: (required) no longer supported/ outdated

Location: (required) ADMIN COMPLEX ATTIC

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commission: _____ Date _____

Steve Spradley
Department Head

[Signature]
Chairman Signature

[Signature]
County Administrator Approval

Date Removed From Asset Records

[Signature]
Fixed Assets Manager



DISPOSITION OF ASSET REPORT
TAYLOR COUNTY, FLORIDA

6901

TO: BOARD OF COUNTY COMMISSIONERS

Clerk Asset Number:

Board Asset Number:

FROM: Building Dept.
Department Name

DEPT 0210
Number

DATE: _____

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item computer	Room # dtis	Make dell
Model optiplex 745	Year 07	Serial Number 7jxj4d1
Other Description:		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: surplus

**** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

Explanation for Disposal: (required) no longer supported/ outdated

Location: (required) annex dtis department

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commission: _____ Date _____

W D Lamin
Department Head

Chairman Signature
[Signature]
County Administrator Approval
[Signature]
Fixed Assets Manager

Date Removed From Asset Records



DISPOSITION OF ASSET REPORT

TAYLOR COUNTY, FLORIDA

TO: BOARD OF COUNTY COMMISSIONERS

7011

Clerk Asset Number:

Board Asset Number:

FROM: COUNTY ENGINEER

 Department Name

DEPT 0303
Number

DATE: _____

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item COMPUTER	Room #	Make DELL
Model T3400 MINITOWER	Year	Serial Number 8D94DG1
Other Description:		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

DISPOSITION DATA

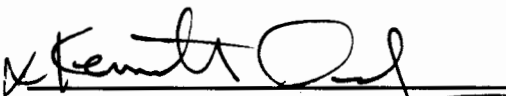
Type of Disposition: surplus

**** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

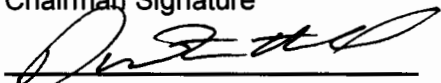
Explanation for Disposal: (required) no longer supported/ outdated

Location: (required) ASSISTANT COUNTY ADMINISTRATION OFFICE

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commission: _____ Date _____



Department Head

Chairman Signature


County Administrator Approval

Date Removed From Asset Records

Fixed Assets Manager



DISPOSITION OF ASSET REPORT
TAYLOR COUNTY, FLORIDA

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Fire Rescue
Department Name

7201
Clerk Asset Number:
DEPT 0192
Number

4108
Board Asset Number:
DATE: 10/1/2014

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item	Room #	Make
Fire Engine	Station 1	Chevy / KME
Model	Year	Serial Number
	1987	
Other Description:		
Vin # - 1GBP7D1G7HV101455		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: Surplus

**** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

Explanation for Disposal: (required) Non-Operable / Non-Compliant

Location: (required) Fire Rescue Station 1

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commission: _____ Date _____

[Signature]
Department Head

[Signature]
Chairman Signature

[Signature]
County Administrator Approval

Date Removed From Asset Records

[Signature]
Fixed Assets Manager

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Board to receive bids for three rehabilitations and three demolition and new constructions for six approved SHIP program recipients at 6:00 pm.

MEETING DATE REQUESTED:

October 21, 2014

Statement of Issue: Board to receive bids for three rehabilitation and three demolition and new construction projects for the below listed individuals who are eligible to receive assistance through the SHIP Program.

REHABILITATION

Ruthie Mae Parker	4686 Woods Creek Rd.	Perry
Peggy Glanton	107 W. Charles St.	Perry
Edna Tillis	423 6 th St. NW	Steinhatchee

DEMOLITION & NEW CONSTRUCTION

Mary Mitchell	206 Alice St.	Perry
Jim Anderson	108 Noah Road	Perry
Christopher Weaver	1316 S. Center St.	Perry

Recommended Action: Receive bids. Bids to be awarded at the November 3, 2014 Board meeting. Bid committee to be Jay Moseley of Government Services Group, Melody Cox, and Michelle Pitts.

Fiscal Impact: Not applicable. The projects are 100% funded through the SHIP Program.

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The Board approved the proposed applicants at the September 16, 2014 Board meeting.

Attachments: Not Applicable

AN ORDINANCE WHICH AMENDS CHAPTER 14 OF THE CODE OF ORDINANCES OF TAYLOR COUNTY, TO AMEND SECTION 14-1 DEFINITIONS, TO AMEND SECTION 14-6 FEMALE ANIMALS IN HEAT PROHIBITED AT LARGE, AMENDING SECTION 14-9 DAMAGING, KILLING, POISONING ANIMAL OF ANOTHER, ADDING SECTION 14-10 AUTHORITY TO IMPOUND LIVESTOCK RUNNING AT LARGE OR STRAYS, ADDING SECTION 14-11 DISPOSITION OF IMPOUNDED LIVESTOCK, AMENDING SECTION 14-42 RIGHT OF ENTRY, AMENDING SECTION 14-70 REGISTRY; NOTICE TO OWNERS, AMENDING SECTION 14-71 REDEMPTION; AMENDING SECTION 14-72 DISPOSAL OF UNREDEEMED ANIMALS, AMENDING SECTION 14-96 GENERALLY, AMENDING SECTION 14-97 SCHEDULE OF FINES, AMENDING SECTION 14-98 PROCEDURE UPON CITATION, AMENDING SECTION 14-99 SURCHARGE; AMENDING SECTION 14-100 FAILURE TO PAY OR APPEAR, AMENDING SECTION 14-131 INOCULATION REQUIRED; EXEMPTION; CERTIFICATION; REFUSAL TO SHOW PROOF OF VACCINATION; AMENDING SECTION 14-132 INOCULATION RECEIPT, TAG AND RECORDS, AMENDING SECTION 14-136 QUARANTINE BY PROCLAMATION; RABIES QUARANTINE, AMENDING SECTION 14-173 PROCEDURE FOR PETITION FOR CLASSIFICATION, DELETING SECTION 14-174 ACTION UPON CLASSIFICATION; AMENDING SECTION 14-175 CONFINEMENT; SIGN AMENDING SECTION 14-176 LIABILITY INSURANCE, SURETY BOND OR CASH FEE REQUIRED; AMENDING SECTION 14-177 PERMIT AND TAG REQUIRED, AMENDING SECTION 14-178 NOTIFICATION IF AT LARGE, ETC; CHANGE OF INFORMATION ON FILE; NEW OWNER; AMENDING SECTION 14-179 BREEDING; SPAYING OR NEUTERING; AMENDING SECTION 14-180 TATOO OR MICROCHIP REQUIRED, AMENDING SECTION 14-182 SEVERE INJURY BY AN ANIMAL NOT PREVIOUSLY CLASSIFIED AS DANGEROUS; AMENDING SECTION 14-216 CRUELTY, DELETING SECTION 14-217 RESPONSIBILITY OF OWNER REPLACED BY SECTION 14-217 UNLAWFUL TO ABANDON ANIMALS, AMENDING SECTION 14-218 CROPPING OF DOG'S EARS AND TAIL, AMENDING SECTION 14-220 ANIMALS IN MOTOR VEHICLES; ADDING SECTION 14-221 REMOVAL OF FERAL CAT COLONIES, PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

RECITALS

WHEREAS, the Board of County Commissioners of Taylor County, Florida has determined that to better serve the needs of the citizens of Taylor County, Florida, it is necessary to amend Section 14 of the Taylor County Code of Ordinances.

ARTICLE I. - IN GENERAL

Sec. 14-1 – DEFINITIONS is amended as follows:

The following words, terms and phrases, when used in this chapter, shall have the meaning ascribed to them in this section, except where the context clearly indicates a different meaning:

Aggressive Dog shall mean any dog that has been declared aggressive as a result of an investigation and determination from animal control because the dog:

- (1) Has severely injured or killed a domestic animal, fowl, or livestock while off the owner's property.
- (2) Has, when unprovoked, has chased or approached a person upon the streets, sidewalks or any public grounds in a menacing fashion or apparent attitude of attack, provided that such actions are attested to in a sworn statement by one or more persons and dutifully investigated by the animal control.

Animal means any living dumb creature.

Animal control officer means any person employed or appointed by the county who is authorized to investigate and enforce violations relating to animal control or cruelty under the provisions of this chapter.

Animal shelter means one or more facilities designated by the county for the purpose of housing and caring for animals held under the authority of this chapter.

At large means any animal, other than a cat or dog, which is off the premises of the owner, while not under the supervision of the owner, or, in the case of dogs, any dog which is not under the direct control of the owner.

Citation means a written notice issued to a person by an officer stating that the officer has probable cause to believe that the person has committed a civil infraction in violation of this chapter and that the county court may hear the charge.

~~Dangerous animal~~ Dog: - shall mean any animal dog that has been declared dangerous as a result of an investigation and determination from animal control because the dog:

- (1) Has Aggressively bitten, attacked or endangered, or has inflicted severe injury on a human being or caused death of a human being on public or private property; or
- (2) Has more than once Sseverely injured or killed a domestic companion animal while off the owner's property; or
- (3) Has Bbeen used primarily or in part for the purpose of animal dog fighting or is an a animal dog trained for animal dog fighting.

Direct control means immediate, continuous physical control of an animal at all times such as by means of a leash, cord, secure fence or chain of such strength to restrain the animal and controlled by a person capable of restraining the animal, or safe and secure restraint within a vehicle. If the controlling person is at all times fully and clearly within unobstructed sight and hearing of the animal, and the animal will respond to signals or commands given by the owner that will prevent the animal from straying or in any manner running at large in or upon any public street, right-of-way, or any other public or private

property, voice control shall be considered direct control when the animal is actually participating in training or in an official showing, obedience or field event. Direct control shall not be required of dogs actually participating in a legal sport in an authorized area or to dogs used by law enforcement.

Feral Cat shall mean a cat that: (i) has an uncared for condition, such as rough hair coat, underweight, or poor general health; (ii) cannot be handled without injury to the cat or person; (iii) displays violent or aggressive behavior; (iv) has no observable indication of ownership or identification such as a tag, ear tag, microchip, or tattoo.

Humane Euthanasia shall mean an injection that causes immediate and painless death, as mandated by Florida Statutes and the Board of Veterinary Medicine.

Officer means any law enforcement officer or animal control officer.

Owner means any person, partnership, corporation or other legal entity owning, harboring or keeping any animal, or in the case of a person under 18 years of age, that person's parent or legal guardian.

Proper enclosure for an ~~an~~ dangerous animal (Chapter 767.12, FS) aggressive dog shall means the secure confinement indoors or in a securely confined in an enclosed and locked pen or structure, approved by Animal Control Staff, that suitable to prevent the entry of young children animal from escaping over, under or through the structure, and prevents the aggressive dog from escaping and shall also provides protection from the elements. The enclosure Such structure shall have sides and a bottom (if appropriate, as determined by Animal Control Staff) be kept locked at all times to prevent the dog from escaping over, under, or through it. The enclosure shall be kept locked at all times to prevent the unintentional opening of the enclosure. The animal shall not be permitted to come into contact with animals other than those which reside on the owner's premises, or come into contact with persons other than the owner.

Shelter shall mean provision of and access to a three dimensional structure having a roof and at least 3 walls which is dry, sanitary, clean, and weatherproof and made of durable material. At a minimum, the structure must: (i) be sufficient in size to allow each sheltered animal to stand up, turn around, lie down, and stretch comfortably; (ii) be designed to protect the sheltered animal from the adverse effects of the elements and provide access to shade from direct sunlight and regress from exposure to inclement weather conditions; (iii) be free of standing water, accumulated waste and debris and protect the sheltered animal from injury; (iv) be properly lighted to provide a regular lighting cycle of either natural or artificial light. Structures with wire, grid or slat floors which permit the animal's feet to pass through the openings, sag under the animal's weight or which otherwise do not protect the animal's feet or toes from injury are prohibited except for birds where perches are provided.

Severe injury means any physical ~~or mental~~ injury that results in broken bones, multiple punctures or disfiguring lacerations requiring sutures or cosmetic surgery.

Spayed and neutered means rendered permanently incapable of reproduction.

Sustenance – shall mean access to and the provision of palatable nourishment appropriate for the type of animal which is to eat it, free from contamination and provided in a clean and sanitary manner. Food shall be of sufficient nutritional value to maintain the animal of good health and shall be provided at suitable intervals for the species, age, and condition of the animal but not less than once daily except as otherwise prescribed by a veterinarian.

Unprovoked attack or bite means an attack or bite where the victim has been conducting himself peacefully and lawfully and has been bitten in a menacing fashion or attacked by an animal.

Veterinarian means a person trained and authorized to treat animals medically, who is duly licensed and registered by the state under Chapter 474, FS or licensing area in which the veterinarian is practicing.

(Ord. No. 98-6, § 1-1, 5-4-1998)

Cross reference— Definitions generally, § 1-2.

Sec 14-2 Hunting dogs

Any dog in the act of hunting may be exempt from this chapter unless he has bitten someone, destroyed public or private property, is a continued nuisance or considered vicious. This exemption pertains only during practice and open dog hunting season. Any closed season problems will be handled in accordance with this chapter.

(Ord. No. 98-6, § 4-14, 5-4-1998)

Sec 14-3 Owner's responsibility

For the purpose of this section, the owner shall be considered legally responsible for the actions of an animal and the care of an animal. In the absence of written proof of ownership, all adult members of the household shall be considered legally responsible.

(Ord. No. 98-6, § 1(h), 5-4-1998)

Sec 14-4 Interference with enforcement; breaking into official property

- (a) No person shall interfere with, hinder or molest any police officer, animal control officer or other person in the performance of any duty required by this chapter.
- (b) No person shall break open or assist in the breaking open of any of the fences, gates, fastenings or enclosures of the county animal shelter or impounding vehicles; and no unauthorized person shall remove or let loose any animal from the shelter or shelter property, impounding vehicles or live traps.

(Ord. No. 98-6, § 4-4, 5-4-1998)

Sec 14-5 Nuisances

- (a) The actions of an animal constitute a nuisance when an animal disturbs the rights of, threatens the safety of, injures a member of the general public or damages or interferes with the ordinary use and enjoyment of their property.
- (b) It shall be unlawful for any person to own, keep, possess or maintain an animal in such a manner so as to constitute a public nuisance. By way of example and not of limitation, the following acts or actions by an owner or possessor of an animal are declared to be a public nuisance by allowing or permitting:
 - (1) An animal to damage the property of anyone other than its owner, including, but not limited to, turning over garbage containers or damaging gardens, flowers or other plant material or depositing fecal material.
 - (2) The molesting of passersby or chasing vehicles or other animals.

- (3) An animal to be kept in an unsanitary place or area.

The term “unsanitary” means any condition which may harbor, produce or be a breeding place for any disease or carrier thereof, or which causes or exudes odors that are offensive to any person constituting the general public.

(c) A nuisance may be abated in the following manner:

- (1) If the owner of a nuisance animal is known, the county shall give written notice to the owner of the animal requiring that such nuisance cease immediately by causing such animal to be treated or confined, or by causing the area, pen or enclosure in which the animal is kept to be put in a sanitary and healthful condition, or by causing any other necessary thing to be done so that the nuisance shall no longer exist.
- (2) If the nuisance continues to exist, the complainant shall submit an affidavit of complaint to the county. Upon receipt of an affidavit of complaint signed by one or more persons, each complainant residing in separate dwellings in the vicinity in which the nuisance occurred, made under oath before an individual authorized by law to take acknowledgments, setting forth the nature and the date of the act, and the owner, if known, of the animal doing such act, the county shall investigate the complaint to determine whether the act complained of violated this section.
- (3) Any animal deemed a nuisance by the county may be impounded. In all instances of violations of this section, whether the animal is impounded or not, the owner of such animal may be cited by the county for a violation of this section.

(Ord. No. 98-6, § 2.1, 5-4-1998)

Sec 14-6 Female animals in heat prohibited at large is amended as follows:

~~Every female animal subject to this chapter that is in heat shall be confined in a building or secure enclosure in such manner that the female animal cannot come into contact with another animal except for planned breeding.~~

(Ord. No. 98-6, § 7-1(a), 5-4-1998)

- (a) An owner shall humanely and securely confine a domestic animal in heat (estrus) indoors or in an enclosed structure which prevents the entry of a male domestic animal and prevents the female from escaping. Confinement solely by a leash, tether or other similar restraint, or within a non-secure fence, open kennel, open cage or run, is not presumed to be in compliance with this section.
- (b) If a female domestic animal is to be released for an acceptable reason from the secured enclosure, then the owner of the female domestic animal in heat shall have physical control over the domestic animal at a distance of six feet or less, and be able to physically restrain the animal from coming into contact with a male domestic animal. Acceptable reasons for release from confinement are limited to excretion and veterinary visits.
- (c) A person intentionally breeding a female domestic animal in a controlled environment, with the consent of the owner of the male domestic animal, is exempt from this section during breeding.

Sec 14-7 Trespassing

No owner or custodian of an animal shall allow such animal to trespass upon the property of another. Any owner or custodian of such animal shall be in violation of the provision of this chapter.

(Ord. No. 98-6, § 7-2, 5-4-1998)

Sec 14-8 Fighting

- (a) *Enticing animals to fight.* It shall be unlawful for any person to bait, entice, induce, or urge or cause any animal to engage in a fight or to urge, entice or cause such animals to continue to prolong such fight.
- (b) *Keeping place used for animal fighting.* It shall be unlawful for any person to keep or use, or in any way be connected with or interested in the management of, or to receive money for the admission of any person to any place kept or used for the purpose of animal fighting.
- (c) *Attending, training, etc., animal to fight.* It shall be unlawful for any person to attend, instigate, promote, wager upon, carry on, train or in any other way act as assistant, umpire or principal, or attend or in any way engage in the furtherance of any fights between animals or in the training of animals for fighting.
- (d) *Betting.* It shall be unlawful to bet or wager any money or other valuable consideration on the fighting or baiting of animals.

(Ord. No. 98-6, § 7-4(a)–(d), 5-4-1998)

State law reference – Fighting or baiting animals Chapter 828.122, FS.

Sec 14-9 Damaging, killing, poisoning animal of another is amended as follows:

It shall be unlawful for any person to willfully or wantonly kill, maim or disfigure any animal belonging to another person.

- (a) Any person who willfully or maliciously kills, maims or disfigures any animal of another person, or willfully and maliciously administers poison to any such animal, or exposes any poisonous substance with intent that it will be taken and swallowed by such animal shall be guilty of a violation of this chapter and shall be punished as provided in this chapter.
- (b) Any person injuring an animal shall immediately notify the owner of the animal, if the owner is known, or shall notify animal control department or the Taylor County Sheriff's Department.

(Ord. No. 98-6, § 4-2, 5-4-1998)

State law reference – Exposing poison to animals Chapter 828.08, FS.

Section 14-10 Authority to impound livestock running at large or strays is added:

It shall be the duty of the sheriff or her or his deputies or designees, or any other law enforcement officer of the county, or state highway patrol officers, where livestock is found to be running at large or straying, to take up, confine, hold, and impound any such livestock, to be disposed of as hereinafter provided.

State law reference – Authority to impound livestock running at large or strays, Chapter 588.16, FS

Section 14-11 Disposition of impounded livestock is added:

The Sheriff shall dispose of impounded livestock pursuant to chapter 588.17 through 588.25, FS.

ARTICLE II. - ADMINISTRATION AND ENFORCEMENT

DIVISION 1 – GENERALLY

Sec. 14-41. – Appointment of Animal Control Officer

The board of county commissioners is authorized to appoint an animal control officer or other qualified individual. Such person shall be charged with the duty of enforcing the provisions of this chapter, and the compensation therefor shall be fixed by the board of county commissioners.

(Ord. No. 98-6, § 4-3, 5-4-1998)

Section 14-42 Right of entry is amended as follows:

~~All animal control officers of the county shall have the right to enter upon any public or private property within the county, except a building and/or a secure, fenced area designated and used for residential purposes, for the purpose of examining or capturing any animal in violation of this chapter. Such employees shall have appropriate official identification with them which identifies such employees as enforcement officers when they enter private property for the purpose of this chapter. Animal control officers shall be immune from prosecution, civil or criminal, for reasonable, good-faith trespass upon real property as authorized by this chapter.~~

(a) Pursuant to F.S. 828.073, 828.27 and 125.01, animal control officers shall have authority to enter fenced private property, exclusive of buildings, when:

- (1) The owner of the animal which has bitten or otherwise possibly exposed a human or domestic animal to rabies refuses to surrender such animal for rabies quarantine.
- (2) The animal being sought was at large immediately prior to animal control receiving a complaint that the animal was at large chasing people or domestic animals or was causing the destruction or loss of personal property, but subsequently returned to its owner's fenced private property, provided, however, that the animal has the capability to leave the fenced property by climbing, jumping, or crawling under the fence and provided that an attempt to contact the owner, if known, was unsuccessful.
- (3) Animal Control is taking possession of any animal found neglected or cruelly treated pursuant to FS 828.27 and 125.01.

(b) Animal control officers shall be immune from prosecution, civil or criminal, for reasonable, good-faith trespass upon real property as authorized by this chapter.

DIVISION 2 – IMPOUNDMENT

Sec. 14-66. – Reasons for; notice in lieu of

It shall be the duty of any officer to catch and impound any of the following classes of animals within the county:

- (1) Any animal running at large.
- (2) Any animal which has not been inoculated for rabies and which does not wear a tag as evidence of such inoculation.
- (3) Any female animal in heat which is not confined in a proper enclosure.

- (4) Any dangerous/aggressive animal which is not confined in a secure enclosure.
- (5) Any animal suspected or believed to be infected with rabies or any other infection or contagious disease.

Animal control officers may issue to the known owner or keeper of such animal a warning notice or citation in lieu of impounding such animal.

(Ord. No. 98-6, § 4-6, 5-4-1998)

Sec. 14-67. – Animals in public places

- (a) It shall be unlawful for any animal, whether tagged or untagged, muzzled or unmuzzled, to be allowed in any place which is open to the public, unless such animal is on a suitable and dependable leash or chain not more than six feet in length, or restrained by other suitable means. Any animal found in violation of this subsection shall be impounded.
- (b) It shall be unlawful for any animal, whether tagged or untagged, muzzled or unmuzzled, to be allowed in any restaurant, grocery store or other establishment selling grocery items or other staple goods. Any animal found in violation of this subsection shall be impounded.
- (c) Animals that are trained to assist the disabled or law enforcement are exempt from this section.

(Ord. No. 98-6, § 4-7, 5-4-1998)

Sec. 14-68. - Safekeeping

When animal control officers catch any animal as described in this division, they may impound such animal at a suitable place and keep such animal safely impounded until all charges have been paid or until such animal shall be disposed of as provided in section 14-72.

(Ord. No. 98-6, § 4-8, 5-4-1998)

Sec. 14-69. - Fees

The charge or fee for impounding or keeping any animal shall be in such amount as established by resolution of the board of county commissioners. All authorized fees shall be collected prior to the animal's release from at the animal shelter. No animal will be released from the shelter without a current rabies vaccination, if required.

(Ord. No. 98-6, § 4-9, 5-4-1998)

Section 14-70 Registry; notice to owner is amended as follows:

~~The individual in charge of the animal shelter~~ An Officer or Staff member shall immediately upon receiving any animal at such animal shelter, make a complete registry thereof, entering the breed, color, and sex of such animal. He/she shall enter the name and address of the owner or keeper of such animal if known, and the number of the rabies tag, if numbered known and then the animal shall be impounded; and the an officer in charge of the animal shelter or staff member shall give notice by mail or in person, by mail, by phone, or by written notice left in a conspicuous area at the residence, to the informing such owner or keeper of the impounding of such licensed animal.

(Ord. No. 98-6, § 4-10, 5-4-1998)

Section 14-71 Redemption is amended as follows:

- (a) Except as otherwise provided by state law or other provisions of this chapter, the owner of any animal which has been impounded by animal control officers may redeem such animal from

impoundment by complying with the provisions of this chapter and paying the fees or charges set forth in section 14-69 within a period of five working business days from and after notification of such impoundment. All authorized charges must be paid prior to the release of any animal reclaimed by the owner or adopted by a new owner.

- (b) No animal which has been classified as dangerous/aggressive or which has been involved in an unprovoked bite or attack on a person or domestic animal shall be placed for adoption if the owner does not redeem such animal. An animal involved in a provoked bite or attack on a person or domestic animal may be placed for adoption only with prior approval of the animal shelter manager, to be determined on a case-by-case basis.

Section 14-72 Disposal of unredeemed animals is amended as follows:

- ~~(a) Unless reclaimed by the owner, any animal that is impounded for any violation of this chapter shall be kept for a minimum of five working days and shall then be disposed of at the discretion of the county animal shelter; however, the county animal shelter is authorized, directed and empowered to destroy, in an humane manner, any animal impounded which is seriously diseased or injured, or is dangerous to keep impounded.~~
- ~~(b) Any animal placed in confinement which may be rabid or suspected of being rabid shall remain under observation for a period of not less than ten days, at the owner's expense. Animals which are placed in confinement for a bite or scratch shall remain under observation for a period of ten days from the date of such bite or scratch. Such animal shall be released only by specific authorization of the animal control officer.~~
- ~~(c) Any animal that appears sick shall become the responsibility of the animal control officer if it is advisable to confine such animal for the usual period for observation of rabies or otherwise dispose of such animal. Any animal that is disposed of shall be put to death by sodium pentobarbital or in some other humane manner.~~

The Animal Control Coordinator or his/her designee, may transfer ownership or custody to a humane agency, determine suitability for adoption or destroy in a humane manner any animal impounded pursuant to this article where:

(1) An owner cannot be identified:

- (a) Any dog or cat not exhibiting any form of identification shall be held for a minimum of five (5) business days (with the exception of feral cats) excluding the day of impoundment.

- i. In the case of feral cats, as described in Sec. 14-1, any cat deemed feral shall be held a minimum of three (3) business days excluding the day of impoundment.

(2) An owner relinquishes ownership of an animal.

(3) An owner is identified, but cannot be contacted

- (a) When a potential owner has been identified, animal control staff shall make a good faith effort to contact the owner including, but not limited to, a minimum of three (3) documented telephone attempts or one (1) written notice by certified mail, return receipt requested, informing the owner of the impoundment of the animal. Notice by mail shall be completed within 24 hours of impoundment, excluding weekends or county holidays. An animal whose alleged owner has been mailed a certified letter will be held for ten (10) business days following the date the letter

was mailed OR three (3) days after receiving certified receipt that the letter was delivered. Attempts to give an owner notice by documented physical contact, or veterinarian contact, shall qualify as attempted contact.

- (b) In the event that any untagged animal is found in a state of apparent pain or suffering, or becomes so during confinement, animal control may euthanize such animal in a humane manner without complying with the five (5) day waiting period.

(Ord. No. 98-6, § 4-12, 5-4-1998)

State law reference— Euthanasia of dogs and cats, F.S. § 828.058.

Sec. 14-73. – Destruction of a large animal

If any animal shall roam, wander or run at large, and such animal cannot be safely taken up and impounded, such animal may be destroyed by the impounding officer or by any sheriff's deputy.

(Ord. No. 98-6, § 4-13, 5-4-1998)

DIVISION 3 – CITATIONS

Section 14-96 Generally is amended as follows:

In addition to or in lieu of impounding an animal observed in violation of this chapter, an animal control officer, upon observing a violation of this chapter, or who has probable cause to believe that a violation of this chapter has occurred, may do one of the following:

- (1) (a) Issue a courtesy/warning notice of violation to the owner or keeper of the animal, provided the notice states the date and time of issuance, the name and address of the person accused, the nature of the offense, a description of the animal involved and a demand that the offense be abated within 72 hours; Such notice may be issued to any adult residing in the residence.
- (2) (b) Issue a citation to the owner or keeper of the animal, or any adult residing in the residence, provided that the citation states the time and date of issuance, name and address of the person accused, date and time of the violation, name of the issuing officer, the ordinance violated, facts constituting probable cause, deadline to pay penalties and fines or to request a hearing to contest the citation, penalties and fines; or
- (3) (c) Impound the animal which is the subject of the violation if the owner or keeper of such animal is not at or near the scene of the violation.

Section 14-97 Schedule of fines is amended as follows:

(a) Any person to whom a citation for violation of this chapter is issued shall pay the fine at the designated place, by the designated date as indicated on the citation or appear in county court at the date, time and location indicated on the citation. Civil penalties for infractions shall be progressive for any dog or cat residing on the property. Civil penalties to be set by resolution. The court may set fines not to exceed \$500.00.

(b) Civil penalties for infractions are no less than as follows:

- (1) First infraction \$25 ~~After 30 days from receipt of citation~~\$50

- (2) Second infraction \$50 ~~After 30 days from receipt of citation \$75~~
- (3) Third and subsequent infractions \$75 ~~After 30 days from receipt of citation \$100~~
- (4) Or set by the court not to exceed \$500.00.
- (5) For any fine imposed in paragraphs (b)(1) through (3) above, after 30 days from receipt of the citation, any fine remaining unpaid doubles.

- (c) ~~Any person electing to appear or required to appear in the county court waives his right to pay the minimum penalties as set forth in subsection (b) of this section, and the county judge may, after such hearing, impose a civil penalty not to exceed \$500.00, plus court costs, if a violation is found have occurred.~~ Any person who willfully refuses to accept and sign the citation, fails to pay the civil penalty within ~~90~~ 30 days or fails to appear in court to contest the citation shall be deemed to have waived his right to contest the citation and judgment may be entered for the maximum civil penalty of \$500.00 in addition to the fine and/or imprisonment penalties of F.S. 828.27.
- (d) A mandatory court appearance ~~will~~ may be required for any of the following:
 - (1) ~~Third and subsequent violations of this chapter;~~
 - ~~(2)(1)~~ Violations of this chapter that result in the destruction or loss of personal property;
 - (2) Violations of this chapter which result in the unprovoked biting, wounding, attacking, injuring or killing of a person or domestic animal; or
 - (3) ~~Second or subsequent~~ Any violations of section 14-4.

(Ord. No. 98-6, § 5(b), 5-4-1998)

Section 14-98 Procedure upon citation is amended as follows:

- (a) Any person cited for a violation of this chapter shall be deemed to be charged with a civil infraction.
- (b) Any person cited for an infraction under this chapter must sign and accept a citation indicating a promise to pay the applicable civil penalty within ~~90~~ 30 days of issuance of such citation or appear in court as indicated on the citation.
- (c) No person to whom a citation has been issued which requires a mandatory court appearance may pay the civil penalty in lieu of appearing in county court. Any person who willfully refuses to accept and sign the citation shall be in violation of this chapter, and shall be subject to the penalties as described in this division.
- (d) If the person cited pays the applicable civil penalty in lieu of appearing in county court, he shall be deemed to have admitted the infraction and to have waived his right to a hearing on the issue of commission of the infraction.

(Ord. No. 98-6, § 5(c), 5-4-1998)

Section 14-99 Surcharge is amended as follows:

A surcharge of ~~\$2.00~~ \$5.00 shall be added to each civil penalty imposed for violation of this chapter. The proceeds from such surcharge shall be restricted to the use for provisions of minimum standard training for animal control officers as set forth in F.S. 828.27(2)(b).

(Ord. No. 98-6, § 5(d), 5-4-1998)

Section 14-100 Failure to pay or appear is amended as follows:

If a person fails to pay the civil penalty, fails to appear in court to contest the citation, or fails to appear in court as required by this chapter, the court may issue an order to show cause ~~upon the request of the board of county commissioners or its duly designated agent, who shall be the chairman.~~ This order shall require such person to appear before the court to explain why action on the citation has not been taken. If any person who is issued such order fails to appear in response to the court's directive, that person may be held in contempt of court pursuant to the provision of F.S. 828.27(2).

(Ord. No. 98-6, § 5(e), 5-4-1998)

ARTICLE III. - RABIES CONTROL

Sec. 14-131. – Inoculation required; exemption; certificate; refusal to show proof of vaccination is amended as follows:

- (a) The owner or person in charge of any ~~animal subject to rabies~~ cat, dog, or ferret, 4 months of age or older shall ~~cause such animal to be inoculated~~ have the animal vaccinated against rabies each year ~~against rabies~~ or every three (3) years depending on the vaccine administered by a veterinarian licensed to practice veterinary medicine under the laws of the state.
- (b) Every such mature animal shall currently be vaccinated against rabies with a U.S. government approved rabies vaccine. Vaccination is excused only if a licensed veterinarian certifies, in writing, that the vaccination would be injurious to the animal's health ~~or that such animal is not subject to rabies.~~ In such case, the animal shall be vaccinated against rabies as soon as its health permits. ~~confined to an enclosed building or kennel until the animal can be safely vaccinated.~~
- (c) Evidence of vaccination shall consist of a certificate signed by the veterinarian administering the vaccine and containing pertinent data for identification of the animal. The rabies vaccination tag shall be displayed around the animal's neck at all times.
- (d) It is unlawful for the owner of an animal to refuse to show proof of current vaccination of such animal within ~~72 hours~~ 3 business days of request for such information by an animal control officer or his representative.

(Ord. No. 98-6, § 6-1, 5-4-1998)

Sec. 14-132. – Inoculation receipt, tag and records is amended as follows:

- ~~(a) Upon the inoculation of any animal, the veterinarian inoculating such animal shall issue a receipt or certificate under his signature to the person causing the animal to be inoculated, which receipt shall contain the date of inoculation, the duration of the vaccine, the number of the tag affixed to the collar of such animal as provided in this subsection, the breed of the animal, its sex, approximate weight, age and color, together with the name of the owner; and the veterinarian shall furnish a numbered tag for each animal so inoculated, which tag shall be worn by such animal and shall be attached to a substantial collar or harness at all times. The receipt of the required certificate shall be made in duplicate and the duplicate copy shall be retained by the veterinarian for a period of three years from the date of issuance.~~
- (a) Upon vaccination against rabies, the licensed veterinarian shall provide the animal's owner with a rabies vaccination certificate which must contain at least the following information:
 - (1) The license number of the administering veterinarian
 - (2) The name, address, and phone number of the veterinarian and owner.
 - (3) The date of the vaccine.

(4) The expiration date of the vaccination.

(5) The species, age, sex, color, breed, weight, and the name of the animal vaccinated.

(6) The rabies vaccination manufacturer.

(7) The vaccine lot number and expiration date.

(8) The signature or signature stamp of the licensed veterinarian.

A copy of the certificate shall also be provided monthly, or at the request, to the animal control office. On a monthly basis, each licensed veterinarian in the county will provide copies of any certificates of vaccination issued in the prior month to the Animal Control Department.

(b) All inoculation collar tags shall be numbered, shall bear the veterinarian's name, county and/or city, and the date of the current year and shall be of such size and shape as to be easily recognizable and distinguishable as to the year of issuance by members of the sheriff's department or an animal control officer, as a lawful tag.

(c) Any business selling rabies vaccine in Taylor County shall prominently display a sign, no smaller than eight inches by ten inches, with letters no smaller than 0.25 inches that states:

FLORIDA STATUTES 828.30(1) STATES IN PART: "ALL DOGS, CATS, AND FERRETS FOUR MONTHS OF AGE OR OLDER MUST BE VACCINATED BY A LICENSED VETERINARIAN AGAINST RABIES WITH A UNITED STATES GOVERNMENT APPROVED VACCINE. RABIES VACCINE ADMINISTERED BY ANYONE OTHER THAN A LICENSED VETERINARIAN IS NOT RECOGNIZED IN FLORIDA."

(Ord. No. 98-6, § 6-2, 5-4-1998)

Sec. 14-133. – Wearing of tag

The tag required by this article shall be worn at all times, and no tag shall be worn except by the particular animal for which such tag was issued.

(Ord. No. 98-6, § 6-3, 5-4-1998)

Sec. 14-134. – Failure to have current tag

An animal not wearing a current tag shall be considered an animal running at large or astray and is subject to impoundment.

(Ord. No. 98-6, § 6-4, 5-4-1998)

Sec. 14-135. – Reporting animal bites; duties

(a) If any person is bitten by any animal within the county, such person shall be required to notify the sheriff's department within 24 hours after such bite.

(b) Any medical personnel or other individual shall report to the sheriff's department the name and address of any person treated for a bite by an animal.

(c) Any veterinarian authorized and licensed to practice veterinary medicine who treats any animal for rabies, or the symptoms of rabies, shall immediately notify the county or its authorized personnel.

(d) Any reports or other information supplied by veterinarians under subsection (c) of this section shall be immediately submitted and/or made available to any medical personnel for the treatment of bites by animals.

(Ord. No. 98-6, § 6-5, 5-4-1998)

Sec. 14-136. – Quarantine by proclamation; rabies quarantine is amended as follows:

The county government, when apprised of the danger of existence or spread of rabies, is authorized and shall cooperate with the county health officer to issue and publish a proclamation requiring all animals subject to rabies on private premises to be quarantined in such manner that such animals cannot contact any other animal or person ~~and cannot be contacted by any other animal or person~~. Such proclamation shall become effective 24 hours after the issuance of the proclamation and a copy of the proclamation shall be published in a newspaper of general circulation published in the county in the next available issue of such newspaper. (Ord No. 98-6, 6-7, 5-4-1998)

Any non-domestic animal that has bitten a human will immediately be confiscated, euthanized, and tested for rabies. The Animal Control Department will cooperate with the county public health unit in all matters concerning rabies issues.

Any domestic animal that has bitten a human shall be quarantined for 10 days at either the animal shelter, a veterinarian facility, or at the owner's residence.

- (a) An unvaccinated animal must be quarantined at the animal shelter or at a veterinarian facility.
- (b) An animal current on its rabies vaccination may be quarantined at the owner's residence IF warranted by the investigating animal control officer. In order for a home quarantine to be granted the animal must meet the following criteria:
 - a. Proof of current rabies vaccination
 - b. An enclosed quarantine area
 - c. At least 2 pictures of the animal on file
 - d. The bite must not have involved a severe injury (death, disfiguration, broken bones, etc.)
 - e. A dangerous dog petition is not being filed (within 24 hours of the initial investigation)
 - f. Home quarantine agreement must be completed and signed
- (c) At the request of the animal owner, the animal may be transported to a local veterinarian of choice for the 10 day quarantine. A veterinary quarantine agreement must be completed and signed by both the animal owner and the veterinarian.

Unless other circumstances have arisen during the course of the investigation, on the morning of the eleventh (11) first business day following the tenth day of quarantine the animal may be reclaimed by its owner. All fees must be paid in full and a rabies vaccination, at the expense of the owner, must be administered prior to release.

- (d) For any animal unredeemed after the third business day after it can be reclaimed pursuant to paragraph (c), the Animal Control Coordinator is authorized to transfer ownership, give to rescue or humanely euthanize such animal.

(Ord. No. 98-6, § 6-7, 5-4-1998)

Sec. 14-137. - Permitting violation of quarantine; sheriff's deputies authorized to kill unconfined animals

During the period of confinement or quarantine provided for in section 14-136, it shall be unlawful for the owner of any animal in the county to allow such animal out of effective confinement or quarantine. During the period of confinement or quarantine it shall be unlawful for any animal to run at large in the county, or to be found on either public or private premises free of effective confinement or quarantine. During the period of such quarantine, any sworn law enforcement officer is authorized and empowered to kill any animal found running at large in the county, or found not effectively confined or quarantined.

(Ord. No. 98-6, § 6-8, 5-4-1998)

ARTICLE IV. - DANGEROUS ANIMALS

Sec 14-171 Citation for violation; impoundment

An officer shall issue a citation requiring a mandatory court appearance to any owner or keeper of a dangerous animal found in violation of any of the provisions of this article. In addition to the issuance of a citation, an officer may impound such animal when it is found in violation of any of the provisions of this article.

(Ord. No. 98-6, § 3.1(m), 5-4-1998)

Section 14-172 Exemptions

- (a) No animal shall be classified as dangerous because of injuries it has inflicted upon another animal which at the time was teasing, tormenting, abusing or assaulting the animal.
- (b) No animal shall be classified as dangerous if the threat of injury was sustained by a person who, at the time, was committing or attempting to commit a tort or a crime upon the immediate family or owner of the animal; or who was committing a willful trespass upon the premises occupied by the owner of the animal; or who was teasing, tormenting, assaulting or abusing the animal or its owner.

(Ord. No. 98-6, § 3.1(b), (c), 5-4-1998)

Section 14-173 – Procedure for petition for classification is amended as follows:

- (a) ~~The county division of animal control~~ The Animal Control Department or any adult person may request under oath that a dog be classified as dangerous/aggressive as defined in section 14-1 by submitting a petition for classification of a dangerous/aggressive animal, hereinafter designated the "petition," to the ~~county~~ department.
- (b) If during a preliminary investigation, a dangerous/aggressive dog petition is requested, the animal in question shall be impounded for safekeeping. until a final disposition can be made.
 - i. The victim shall have 24 hours in which to complete the petition and return it to the Animal Control Department. If the petition is not received within the 24 hour time period, the animal shall be returned to the owner with no further stipulations.
 - ii. If the dog was NOT found in any violation of this chapter at the time of impoundment, no impoundment fees are to be charged. If the petition is turned in after the initial 24 hours, the dog in question must be housed in an enclosure suitable for a dangerous/aggressive dog (Sec 14-175) at the owner's residence until the investigation is complete and a final disposition is attained. Documentation and pictures of the dog and the enclosure must be on file at the animal control office. If no suitable enclosure is available the dog must be impounded and housed at the animal shelter – fees will apply.
- (c) If the petition is turned in after the initial 24 hours, upon receipt of such petition, the ~~county~~ Animal Control Department shall notify the owner of the animal that a petition has been filed and that an investigation ~~into the allegations~~ as set forth in the petition will be conducted. The dog in question must be housed in an enclosure suitable for a dangerous/aggressive dog (Sec 14-175) at the owner's residence until the investigation is complete and a final disposition is attained. Documentation and pictures of the dog and the enclosure must be on file at the animal control office. If no suitable enclosure is available, the dog must be impounded and housed at the animal shelter – fees will apply. Criteria considered in such investigation shall include, but not be limited to, aggressive history of the animal, ~~observable behavior of the animal~~, site and circumstances of the incident and testimony from interested parties, etc. If the animal is deemed dangerous or aggressive by the ~~county~~ Animal Control Department, notice of the declaration as dangerous or aggressive shall be delivered in writing, by certified mail or hand delivery, to the owner of the animal at the owner's last known address.

- (d) If the owner of an animal classified as dangerous disputes such classification or disputes the order to permanently confine or destroy the animal, he may petition any judge of the county court, under oath, for an order for the county to show cause why the animal should be classified as dangerous or ordered to be permanently confined or destroyed. The court shall direct that the notice setting forth a time and place for a hearing on the petition be served on the county and the owner of the animal. The animal classified as dangerous shall be impounded by the county at the owner's expense pending the disposition of the hearing in county court. The location of such impoundment shall be in accordance with the rules and regulations established by the county. On or before the seventh calendar day after receipt of the written notice, the owner of a dog that has been classified as dangerous or aggressive may file a written request for a hearing to appeal the classification. The County Hearing Officer, Administrator or his/her designee shall conduct the hearing on or after the fifth day and on or before the twenty-first day after receipt of the request. An owner's failure to request a hearing within seven calendar days from the date of receipt of the notification of the initial determination will result in the finding becoming the final determination, and the dog will be classified as dangerous or aggressive.
- (e) The nature of the hearing is informal in form and is an opportunity for the owner to be heard. A person requesting an appeal hearing shall be afforded the following rights:
- i. Present his or her case by additional relevant oral or documentary evidence; and
 - ii. Be accomplished, represented, and advised by counsel; and / or:
 - iii. Offer testimony of witnesses.
- (f) Following the hearing, Animal Control Department or his/her designee shall prepare a written final decision and provide a copy of the decision to the owner by registered mail or certified hand delivery.
- (g) On or before the fifth day after receipt of the appeal a final decision, the owner may petition the Judge of the County Court, under oath, for an order for the Animal Control Department to show cause why the animal should be classified as dangerous or aggressive. The court shall direct the notice setting forth a time and place for a hearing on the petition to be served on the Animal Control Department and the owner of the animal. During this time, the animal must be confined in an enclosure suitable for a dangerous/aggressive dog pending a resolution of the appeal. If a suitable enclosure is not available, the animal must be impounded and housed at the Animal Control Shelter at the owner's expense.
- (h) If the petition for an order to show cause is not filed with the county court within five business days following receipt by the owner or keeper of such classification, the owner or keeper shall be deemed to have waived his right to protest such classification or order to permanently confine or to destroy the animal. In such case, the county shall proceed with the disposition of the animal.
- (i) If the court finds that the animal is not dangerous/aggressive, the animal shall be released to the custody of the owner or keeper who shall claim the animal no later than 72 hours three (3) business days from the time of the entry of the order finding the animal not dangerous/aggressive. If the court finds the animal not to be dangerous/aggressive the petitioner shall bear the cost any costs incurred by the County.

(Ord. No. 98-6, § 3.1(d)—(f), 5-4-1998)

Sec. 14-174. — Action upon classification.

Any animal classified as dangerous according to the definitions in section 14-1, shall at the time of being so classified, be either confined permanently to the owner's premises, temporarily impounded or humanely destroyed.

(Ord. No. 98-6, § 3.1(a), 5-4-1998)

Sec. 14-175. - Confinement; sign is amended as follows:

1. For animals dogs deemed dangerous

- (a) All dangerous ~~animals~~ dogs that are not humanely destroyed shall be confined in a proper enclosure for dangerous animals.
- (1) It shall be unlawful for any owner or keeper of a dangerous ~~animal~~ dog to maintain such animal upon any premises which does not have a proper enclosure in which to confine the animal.
 - (2) The proper enclosure shall include suitable shelter and protection from the elements and shall provide adequate exercise room, light, ventilation, sanitation and enclosed sides, top and bottom.
 - (3) It shall be unlawful for any owner or keeper to allow any dangerous ~~animal~~ dog to be outside of the proper enclosure unless it is necessary for the ~~animal~~ dog to receive veterinary care or exercise. In such case, the ~~animal~~ dog shall wear a properly fitted restraining device to prevent it from biting humans or other animals. Such restraining device shall not interfere with the animal's breathing or vision.
 - (4) Whenever the dangerous ~~animal~~ dog is outside of the enclosure, it shall be restrained by an adult capable of controlling the animal and shall be on a chain of sufficient tensile strength which shall not be more than three feet in length.
- (b) The owner or keeper of such dangerous ~~animal~~ dog shall display warning signs stating "Bad Dog" on the premises ~~on which such dangerous animal is maintained warning that a dangerous animal is harbored on such property that are clearly visible from all entry points and inform both children and adults of the presence of a dangerous dog~~. In addition, at least ~~one~~ two signs shall be posted on the enclosure in which the dangerous ~~animal~~ dog is maintained housed.

(Ord. No. 98-6, § 3.1(g), 5-4-1998)

2. For dogs deemed aggressive:

- (a) All aggressive dogs that are not humanely destroyed shall be confined in a proper enclosure for aggressive animals.

(1) It shall be unlawful for any owner or keeper of an aggressive dog to maintain such dog upon any premises which do not have a proper enclosure in which to confine the dog.

(2) The proper enclosure shall include suitable shelter and protection from the elements and shall provide adequate exercise room, light, ventilation, sanitation, enclosed sides, and bottom, if required.

(3) Whenever the aggressive dog is outside of the enclosure; it shall be restrained by an adult capable of controlling the dog and shall be on a leash of sufficient tensile strength which shall not be more than three (3) feet.

(b) The owner or keeper of such aggressive dog shall display warning signs stating "Bad Dog" that are clearly visible from all entry points and inform both children and adults of the presence of an aggressive dog. In addition, at least two signs shall be posted on the enclosure in which the aggressive dog is housed.

Sec. 14-176. - Liability insurance, surety bond or cash fee required is amended as follows:

The owner or keeper of a dangerous animal ~~dog~~ shall present to the county Animal Control Office proof that he has procured liability insurance or a surety bond in the amount of not less than \$100,000.00, covering any damage or injury which may be caused by such dangerous animal ~~dog~~. Such policy shall contain a provision requiring that the e-County Animal Control Department be notified immediately by the agent issuing the policy if the insurance policy is canceled, terminated or expires. Liability insurance or a surety bond shall be obtained prior to the issuing of a permit to keep such dangerous animal ~~dog~~. The owner or keeper of such dangerous animal ~~dog~~ shall sign a statement attesting that he shall maintain and not voluntarily cancel the liability insurance policy during the 12-month period for which a permit is sought, unless he ceases to own or keep the dangerous animal ~~dog~~ prior to the expiration date of the permit period.

(Ord. No. 98-6, § 3.1(h), 5-4-1998)

Sec. 14-177. - Permit and tag required is amended as follows:

1. For dogs deemed dangerous:

- (a) The owner or keeper of a dangerous animal ~~dog~~ shall, within 72 ~~three (3) business hours~~ days of receipt of notice of classification of the animal ~~dog~~ as dangerous or ~~upon the~~ prior to acquisition of such animal ~~dog~~, obtain an annual permit from the county to harbor such animal ~~dog~~.
- (b) The fee for such permit shall be a minimum of ~~\$50.00~~ \$250.00 and as may be amended from time to time by resolution ~~per year~~.
- (c) At the time the permit is issued, an easily recognizable tag shall be issued to the owner or the keeper of the dangerous animal ~~dog~~. Such tag shall be worn at all times by the animal ~~dog~~ to clearly and easily identify it as a dangerous animal ~~dog~~.
- (d) The permit for maintaining a dangerous animal ~~dog~~ shall be presented to any officer upon request.

(e) Two color photos of the dog in two different poses showing the color and size of the animal are required prior to release.

2. For animals deemed aggressive:

- (a) The owner or keeper of an aggressive dog shall, within 72 three (3) business hours days of receipt of notice of classification of the dog as aggressive or prior to acquisition of such dog, obtain an annual permit from the animal control department to harbor such dog.
- (b) The fee for such permit shall be a minimum of \$150.00 and as may be amended from time to time by resolution.
- (c) The permit for maintaining an aggressive dog shall be presented to any officer upon request.
- (d) Two color photos of the dog in two different poses showing the color and size of the dog are required prior to release.

(Ord. No. 98-6, § 3.1(i), 5-4-1998)

Sec. 14-178. - Notification if at large, etc.; change of information on file; new owner is amended as follows:

- (a) The owner or keeper of a dangerous animal ~~dog~~ shall notify the county immediately if such animal ~~dog~~ escapes from its enclosure or restraint and is at large, if it bites or attacks a person or domestic animal or if it dies. If the animal ~~dog~~ dies, satisfactory proof of such death must be provided to the county before close of business time or the next working day. Satisfactory proof shall be either verification from an animal shelter or a veterinary hospital that the animal ~~dog~~ was euthanized, or verification from an officer that he has witnessed the body of the animal ~~dog~~.
- (b) If the owner or keeper of a dangerous animal ~~dog~~ intends to change his address or sell, give away or trade any dangerous animal ~~dog~~, he shall notify the county prior to such change of address, sale, transfer or trade. The owner or keeper shall provide the county with the new address or the name,

address and phone number of the person receiving the animal dog, as well as the location at which the animal dog will be maintained. It shall be the responsibility of the owner to notify the person receiving the dangerous animal dog, in writing, of the classification of the animal dog as dangerous.

- (c) Any person receiving an animal dog classified as dangerous must obtain the required permit, tag and enclosure prior to the acquisition of the animal dog. Any person obtaining an animal dog classified as dangerous shall comply fully with the provisions of this article pertaining to obtaining liability insurance, and to the maintenance, control and ownership of a dangerous animal dog.
- (d) The owner of a dangerous/aggressive dog shall immediately notify animal control if the owner believes the dangerous/aggressive dog has been stolen. A police report documenting the circumstances shall be required
- (e) An owner of a dangerous/aggressive dog shall not use the dog for hunting purposes.
- (f) The provisions of this chapter relating to dangerous/aggressive dogs do not apply to dogs used by law enforcement officials for law enforcement work.
- (g) Any dog declared dangerous/aggressive found running at large shall be impounded and a citation issued. The Animal Control Department will release the dog to the owner/keeper only after the dog's enclosure has been inspected and meets the requirements for a dangerous/aggressive dog enclosure. The owner/keeper shall be responsible for all impoundment fees and pay a fine as set by the Board by resolution.

(Ord. No. 98-6, § 3.1(j), 5-4-1998)

Sec. 14-179. - Breeding; spaying or neutering is amended as follows:

Any animal classified as dangerous/aggressive shall not be used for breeding. Animals classified as dangerous/aggressive shall be spayed or neutered prior to release from the animal shelter ~~within 30 days of such classification~~ unless a veterinarian certifies, in writing, that:

- (1) The animal is incapable of reproduction; or
- (2) Spaying or neutering the animal would be injurious to the animal's health; provided, however, that if the health condition of the animal is of a temporary nature, then the animal shall be spayed or neutered immediately after the health condition has been corrected.

(Ord. No. 98-6, § 3.1(k), 5-4-1998)

Sec. 14-180. - Tattoo or Microchip required is amended as follows:

- (a) Any animal dog classified as dangerous or aggressive shall be micro chipped by a licensed veterinarian or tattooed by a licensed veterinarian or by a trained tattooist at the expense of the owner or keeper of such the animal.
 - (1) The tattoo shall be placed on the inside of a rear thigh of such animal with a number corresponding to the number of the permit issued to the owner or keeper of such animal at the time of the animal's classification as dangerous. The tattoo shall be of such size as to be clearly visible.
- (b) The microchip or tattoo shall be placed in/on the animal dog prior to its release from the custody of the county animal shelter.

(Ord. No. 98-6, § 3.1(l), 5-4-1998)

Sec. 14-181. - Procedure upon attack subsequent to classification.

An officer shall impound any animal dog which subsequent to its classification as a dangerous animal dog, bites, wounds, attacks or kills, or assists in biting, wounding, attacking or killing any person or animal. The animal dog shall be placed in quarantine, if necessary, for the proper length of time, or impounded and held for ten business days, and then destroyed in an expeditious and humane manner. The ten-day time period shall allow the owner to apply to a court of competent jurisdiction for any remedies that may be

available. The owner shall be responsible for payment of all boarding costs and other fees as may be required to humanely and safely keep the animal dog during any legal proceeding.

(Ord. No. 98-6, § 3.1(n), 5-4-1998)

Sec. 14-182. - Severe injury by an animal not previously classified as dangerous /aggressive is amended as follows:

An officer shall impound any animal dog for which a petition has previously been filed and investigated, that has not been declared dangerous /aggressive under this article that aggressively attacks and causes severe injury to or death of any human or animal. The animal- dog shall be placed in quarantine, if necessary, for the proper length of time, or impounded and held for ten business days, and then destroyed in an expeditious and humane manner. The ten-day time period shall allow the owner to apply to a court of competent jurisdiction for remedies that may be available. The owner shall be responsible for payment of all boarding costs and other fees as may be required to humanely and safely keep the animal dog during any legal proceeding.

(Ord. No. 98-6, § 3.1(o), 5-4-1998)

ARTICLE V. - ANIMAL CARE AND CONFINEMENT

FOOTNOTE(S):

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State Law reference— Animal cruelty, F.S. ch. 828.

Sec. 14-216. - Cruelty.

Any person who ~~neglects or~~ fails to provide an animal with reasonable food, ~~drink~~ water, medical attention, shelter and protection from the weather shall be guilty of a violation of this chapter.

- (a) Adequate food means food which is of sufficient quality and nutritive value to maintain each animal in good health. The owner or keeper shall ensure that adequate food is accessible to each animal, is prepared so as to permit ease of consumption for the age species, condition, size, and type of animal, is provided in a clean and sanitary manner, is placed so as to minimize contamination by excrement and pests, and is provided at suitable intervals for the species, age, and condition of the animal, which is at least once daily except as prescribed by a veterinarian.
- (b) Adequate water means, clean, fresh, potable water of a drinkable temperature. The owner shall ensure that adequate water is provided in a suitable manner, in sufficient volume, and at suitable intervals, at all times to maintain normal hydration for the age, species, condition, size, and type of each animal, except as prescribed by a veterinarian. The water must be provided in a clean, durable receptacle, which is accessible to each animal and is placed so as to prevent contamination of the water from excrement and pests.
- (c) Adequate shelter means provision of and access to a three dimensional structure having a roof and at least 3 walls which is dry, sanitary, clean, and weatherproof and made of a durable material. At a minimum, the structure must:
 - (1) Be sufficient in size to allow each sheltered animal to stand up, turn around, lie down, and stretch comfortably.
 - (2) Be designed to protect the sheltered animal from the adverse effects of the elements and provide access to shade from direct sunlight and regress from exposure to inclement weather condition.

(3) Be free of standing water, accumulated waste and debris and protect the sheltered animal from injury.

(4) Be properly lighted to provide a regular lighting cycle of with natural or artificial light.

Structures with wire, grid, or slat floors which permit the animals feet to pass through the openings, sag under the animals weight or which otherwise do not protect the animals feet or toes from injury are prohibited except for birds where perches are provided.

(d) Medical attention may include humane euthanasia if the animal is beyond the ability of veterinary medicine to treat or cure and the animal is suffering.

If an animal is maintained on a tether, then the owner shall use a tether that weighs less than 1/8 of the total weight of the animal and that is at least three (3) times the body length of the animal from the nose to the end of the body excluding tail.

(Ord. No. 98-6, § 4-1, 5-4-1998)

Sec. 14-217 ~~Responsibility of owner~~ is amended as follows:

~~No owner shall fail to provide his animal with sufficient good and wholesome food and water, proper shelter and protection from the weather, veterinary care when needed to prevent suffering, and with humane care and treatment.~~

UNLAWFUL TO ABANDON ANIMALS

It shall be unlawful and a violation of this chapter for a person to abandon or dispose of an animal on the property of another or on public property or to abandon an animal in his or her former residence when relocating to a new residence. It shall be a violation of this chapter for any person to abandon an animal in any location without providing for its care. Any Officer with reason to believe that an animal is abandoned may remove the animal from the premises provided that a twenty four hour period has passed since such Officer left a notice at the property to which no response was received and has made a reasonable attempt to contact the owner of the animal or property. An Officer may immediately remove an animal, without leaving a twenty four hour notice or contacting the owner, if leaving the animal would endanger the animal or citizens of the County.

Sec. 14-218. - Cropping of dog's ears and tail is amended as follows:

~~No person, except a licensed veterinarian, shall crop a dog's ears and/or tail.~~

(a) A person shall not crop the ears or dock the tail of any dog, unless the person employs a veterinarian to perform the cropping and docking. If a person possesses a dog with an ear or ears cut off or cropped, or tail docked, and with the unhealed wound, ~~then that such possession is prima facie evidence of a violation of this section, unless the cropping or docking was performed by a licensed veterinarian and satisfactory proof can be provided.~~

(b) A person shall not castrate a dog or cat, unless that person employs a veterinarian to perform the castration.

(Ord. No. 98-6, § 7-2(b), 5-4-1998)

Sec. 14-219. - Promotion of combat.

It shall be unlawful for any person to stage, promote or engage in any combat between animals or between animals and humans which by its nature causes pain, suffering and discomfort.

(Ord. No. 98-6, § 7-5(a), 5-4-1998)

Sec. 14-220. - Animals in motor vehicles is amended as follows:

- (a) It shall be unlawful for a motor vehicle owner or operator to place or confine an animal or to allow it to be placed or confined or to remain in an unattended motor vehicle without sufficient ventilation or under conditions of such period of time as may reasonably be expected to endanger the health or well-being of such animal due to heat, lack of water or such other circumstances as may reasonably be expected to cause suffering, disability or death of the animal.
- (b) It shall be unlawful for an animal to ride on the top of a box or in/on a motor vehicle upon the paved roads ~~of the county~~ without being properly secured.

(Ord. No. 98-6, § 7-6(a), 5-4-1998)

A new Section 14-221 is created as follows:

Sec 14-221 Removal of feral cat colonies.

The Animal Control Department has the right to impound a feral cat colony if:

- (a) **The colony or its members create a public health or safety concern (including rabies and other zoonotic diseases and certain animal-to-animal disease)**
- (b) **The cats create a public nuisance.**

Severability

If any word, phrase, clause, section or portion of this Ordinance shall be held invalid or unconstitutional by a court of competent jurisdiction, such portion or words shall be deemed a separate and independent provision and such holding shall not affect the validity of the remaining portions thereof.

Effective Date

This Ordinance shall take effect immediately upon receipt of official acknowledgement from the office of the Secretary of State of Florida that this Ordinance has been filed in said office.

PASSED and ADOPTED in regular session by the Board of County Commissioners of Taylor County, Florida, on this _____ day of _____, 2011.

BOARD OF COUNTY COMMISSIONERS

TAYLOR COUNTY, FLORIDA

BY: _____

MALCOLM PAGE, Chairperson

ATTEST:

ANNIE MAE MURPHY, Clerk

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to hold the first of two public hearings at 6:10 pm to discuss and receive public input regarding the upcoming funding cycle and possible grant submission for the 2021 Florida Department of Transportation (FDOT), Transportation Alternatives Program.

MEETING DATE REQUESTED:

October 21, 2014

Statement of Issue: The Board to hold the first of two public hearings to discuss and receive public input regarding the upcoming funding cycle and possible grant submission for the 2021 FDOT Transportation Alternative Program. The second public hearing will be November 3, 2014 at 6:00pm.

Recommended Action: Not applicable. The second public hearing will be held November 3, 2014 at 6:00pm.

Fiscal Impact: It is anticipated FDOT District Two will award and divide \$5M between eighteen (18) counties for the Transportation Alternatives Program FY 2021. This is approximately \$275,000 per County. A cash match is not required. In kind project /grant administration services will be required. If the project requires design, engineering, and bidding services FDOT will provide these services for a portion of the funds awarded.

Budgeted Expense: Y/N

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The FDOT Transportation Alternative Program applications are submitted five to six years in advance. These funds can be used for the construction of off-road pedestrian and bicycle facilities, safe routes to schools projects, trails, trailheads, walkways, and other applicable infrastructure projects. The County must own all right of way required for the project prior to grant application submission. The County was awarded funding in the amount of \$328,000 by this program the 2020 application cycle to construct sidewalks from the corner of Jefferson Street and Old Dixie Highway to the corner of Plantation

Road and Old Dixie. Grants staff is requesting the Board to consider requesting funding assistance for the construction of sidewalks from the corner of Plantation and Old Dixie Highway to the corner of Foley Road and Old Dixie. There was a second pedestrian fatality on Old Dixie Highway in January 2014. The proposed 2.8 miles of sidewalks would complete the Old Dixie Highway corridor.

Attachments: Information on the FY 2021 Transportation Alternatives Program and information on the proposed Old Dixie Highway project.



Florida Department of Transportation

RICK SCOTT
GOVERNOR

1109 South Marion Avenue
Lake City, FL 32025

ANANTH PRASAD, P.E.
SECRETARY

September 18, 2014

Taylor County: Sent via e-mail

The Florida Department of Transportation is soliciting project applications for the Transportation Alternatives Program for the Work Program cycle for Fiscal Year 2021. The Transportation Alternatives Program was created in 2012 under the Moving Ahead for Progress in the 21st Century Act or MAP-21. The Transportation Alternatives Program replaces the Transportation Enhancement Program of prior years. The application form is attached.

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

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

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

For Taylor County, the following Transportation Alternatives Projects are already in the tentative FY 2015 - FY2020 work program and do not require a new application:

- | | | |
|-----------|--------------------|---|
| • 4305171 | Bike Lane/Sidewalk | CR 361 from Dark Island Dr to Keaton Beach Dr |
| • 4322581 | Trailhead | CR 361 Trailhead Keaton Beach |
| • 4339861 | Sidewalk | CR 356 (Green Street) from Arena St to Howard St |
| • 4356831 | Sidewalk | Old Dixie Highway from Southside Park to Jefferson St |

Please note the following:

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

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

Please submit separate projects on separate application forms. Submit completed applications to me no later than **December 5, 2014**. The application may be sent by email or regular mail at the address below.

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

Sincerely,



Barney Bennette
Transportation Alternatives Coordinator
Florida Department of Transportation, District 2
1109 S. Marion Avenue
Mail Station 2007
Lake City, FL 32025-5874

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

Old Dixie Highway Sidewalk Project

Phase II

Florida Department of Transportation
Transportation Alternatives Program 2021
Plantation Rd to Foley Rd—2.8 miles



Taylor County Board of Commissioners



Taylor County Board of Commissioners



Man, 21, dies after being struck twice by vehicles

A 21-year-old Perry man was killed after being struck by two vehicles Wednesday night, Jan. 15, on Old Dixie Highway.

Justin Cruce was a pedestrian on the highway when a crossover SUV hit him around 8 p.m. on



Justin J. Cruce

a stretch of highway just south of O'Quinn Road.

"The first driver stopped and called 911, and did everything a driver is required to do. He then witnessed a second vehicle hit the pedestrian," Perry Police Department PPD Jamie Cruse said.

Doctors' Memorial Hospital (DMH) EMS responded to the scene and transported Cruce to the hospital, where he was pronounced dead.

A skateboard was found at the scene and investigators said they do not know if Cruce was "one it or carrying it."

The second vehicle involved in the crash fled the scene and police are searching for additional

information on it.

The driver of the first vehicle, a 37-year-old Taylor County resident whose home is in the area where the crash happened, has not been charged at this time.

"Our investigation is still on-going. There is nothing to indicate that alcohol or (other) impairment was involved, at least in a portion of the crash. The first driver was not injured and his vehicle is being held for processing, as is common when traffic fatalities occur," Cruse said.

The first vehicle that struck Cruce was traveling north on Old Dixie Highway; the second vehicle was traveling south.

The fatality happened

approximately two-tenths of a mile north of the site of a vehicle crash that claimed the life of a Taylor County teen several years ago and was just 1.2 miles north of the site of a similar hit-and-run fatality crash that claimed the life of Hugh Poppell, 41. (An arrest was recently made in that case.)

City officials noted that Old Dixie Highway is a county-owned road and the city is not responsible for any lighting along the highway.

"We have placed lights at intersections where city streets meet the highway," the official said.

Funeral arrangements are being handled by Burns Funeral Home and are pending.



The county is pursuing grant funds that would be earmarked for the year 2020 to construct a sidewalk along Old Dixie Highway. Above, evidence markings show where a skateboard was recovered at the scene.

Bridge accident leaves 1 dead

The Taylor County Sheriff's Office is looking into a construction-related accident that left one dead Thursday, Jan. 16.

The incident happened on U.S. Highway 98 where crews are putting the final touches on the new bridge crossing the Aucilla River.

"We can confirm there was a fatality. There are no indications this was anything other than an accident, but we are investigating," Capt. Ron Rice said.

The accident happened around 11:30 a.m. and the victim's name had not yet been released as of press time Thursday.

A TAYLOR COUNTY FIRST



Those who pick up this week's issue of "Sports Illustrated" will see a familiar face: New England Patriots running back LeGarrette Blount. The Perry native is featured on the cover to promote

City council declares emergency action to back police officer

The Perry City Council took emergency action Tuesday night to stand behind a police officer who has been named in a civil suit filed by a local resident recently acquitted of the lewd battery and molestation of a minor.

City Manager Bob Brown told the council he had received notification earlier that day from the city's insurance adjuster that the company would not cover attorney expenses on the officer's behalf related to the suit.

Mayor Daryll Gunter said, "We (the officer) was

personal suit against him. My hope is the council will (take action) to give peace of mind to that officer that the council will do what it needs to do to secure legal council for him."

"We're not sure why the insurance company—which initially said it would cover him—is now saying they won't...our broker doesn't understand why they won't and the attorney (for the officer) doesn't understand either," Brown said.

City Attorney Ray Curtis advised the council it could offer assistance on a short-term basis, but would need

agenda for its next meeting.

"I would hate to leave this officer hanging for two weeks," Gunter said.

Councilman Mike Deming then made a motion to declare the need to provide assistance to the officer an emergency action. Councilman Don Cook seconded and it passed unanimously.

Deming then made a motion to state that the city would cover any attorney's fees related to the suit on the officer's behalf, if needed, for the short-term duration before the council's next (Jan. 29) meeting.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Public Hearing for Iron Horse Mud Ranch Mud Bog Special Event

MEETING DATE REQUESTED:

October 21, 2014

Statement of Issue: Board to hold public hearing to consider approval of a Mud Bog Special Event application.

Recommendation: Hold public hearing

Fiscal Impact: Increase in tourism

Budgeted Expense: Yes ☐ No ☐ N/A ☒

Submitted By: Danny Griner

Contact: building.director@taylorcountygov.com

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The Planning Staff received an application from the Iron Horse Mud Ranch to hold a Mud Bog Special Event on October 24-26, 2014. The event is scheduled to take place at the Iron Horse Mud Ranch site located at 8999 S. US 19. Section 10-65 of the Code of Ordinances requires that special events with attendance greater than 1,000 must be approved by the County Commission at a public hearing. The application reflects that attendance is anticipated to meet the public hearing criteria.

Options:

1. Approve the application.
2. Deny the application.

Attachments:

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

MUD BOG CHECKLIST

EVENT NAME: IRON HORSE MUD RANCH

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

COMPLETED BY:

W. D. Griner
William D. (Danny) Griner

DATE: 10/14/14

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

Notice is hereby given that the Taylor County Board of County Commissioners will hold a public hearing on Tuesday, October 21, 2014 at 6:15 p.m., or as soon thereafter as possible, in the Taylor County Administrative Complex, 201 East Green Street, Perry, Florida 32347, to hear an application for a SPECIAL EVENTS PERMIT (MUD-BOG) to be held on October 24-26, 2014 from 7:00 a.m. to 7:00 p.m. The event will be held at the Iron Horse Mud Ranch site located at 8999 S. US 19, Perry, Florida.

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

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

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

MALCOLM PAGE District 1	MARK WIGGINS District 2	LONNIE HOUCK District 3	PAM FEAGLE District 4	PATRICIA PATTERSON District 5
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TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

ANNIE MAE MURPHY, Clerk
P. O. Box 620, Perry, FL 32348-
(850) 838-3506 Phone-
(850) 838-3549 Fax

JACK BROWN, County Administrator
201 E. Green Street, Perry, FL 32347
(850) 838-3500, extension 6 Phone
(850) 838-3501 Fax

CONRAD C. BISHOP, JR. County Attorney
P.O. Box 167, Perry, FL 32348
(850) 584-6113 Phone
(850) 584-2433 Fax

APPLICATION FOR SPECIAL EVENT PERMIT

FEE: \$250.00

PERMIT TYPE: MUD BOG DATE: _____

APPLICANT NAME: Wells Mud Ranch DBA Iron Horse Mud Ranch

MAILING ADDRESS: P.O. Box 203 Rush, Kentucky 41168

PROPERTY OWNER: Rt. 207 Properties, LLC

PROPERTY ADDRESS: 8999 US 19 South, Perry, FL 32348

PHONE#: 813-909-3288 PARCEL #: 8744-50-8743-060

PROPERTY OWNERS WITHIN 660 FEET OF ACTIVITY

- | | |
|------------------------------|--------------------------|
| 1. <u>Rt. 207 Properties</u> | 2. <u>Andyland, LLC</u> |
| 3. <u>Sandra Laura Lee</u> | 4. <u>Jack Fernandez</u> |
| 5. <u>Martin Ellison</u> | 6. _____ |
| 7. _____ | 8. _____ |

EVENT DATE(S): 10/24-10/26 START: Friday END: Sunday

EVENT DATE(S):	START: _____	END: _____
EVENT DATE(S):	START: _____	END: _____
EVENT DATE(S):	START: _____	END: _____

HOURS OF OPERATION: START: 7:00 a.m. END: 7:00 p.m.

EXPECTED ATTENDANCE: 1000+ MAXIMUM ATTENDANCE: No way to Determine

SECURITY PROVIDER: SHERIFFS OFFICE * PRIVATE SECURITY _____
(Attach statement from provider)

SANITARY FACILITIES PROVIDER: Murray's Septic 850-672-0103

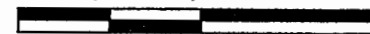
ATTACH THE FOLLOWING

1. Exact location, legal description, area and shape of all lands used for parking or other incidental uses.
2. Exact location, legal description, area and shape of the land on which the event will take place.
3. Sworn statement from security provided, if other than Taylor County Sheriff's Department.
4. Statement as to what medical / ambulance services will be provided. (Agreement with DMH-EMS must contain signature of hospital CEO).
5. Copy of, or Statement of intent to issue, \$1,000,000.00 Insurance Policy.
6. Copy of Contract for Solid Waste Disposal.
7. Copy of Contract for Sanitary Waste Disposal.
8. Written consent allowing entry at any time during the event by any County or State Officer in the performance of his or her duties.
9. Four copies of a map drawn to scale of at least 1" = 400', showing:
 - a. Property location;
 - b. Location of highways, roads, lots and lands within 660 feet activity;
 - c. Location of parking area and all incidental uses;
 - d. All interior access ways;
 - e. Access to the property;
 - f. Location of toilet, medical, and drinking facilities.
10. Proof of ownership of the property, or an agreement signed by the property owner permitting such use of the property.
11. Signed waiver from all property owners within 660 feet of the activity.



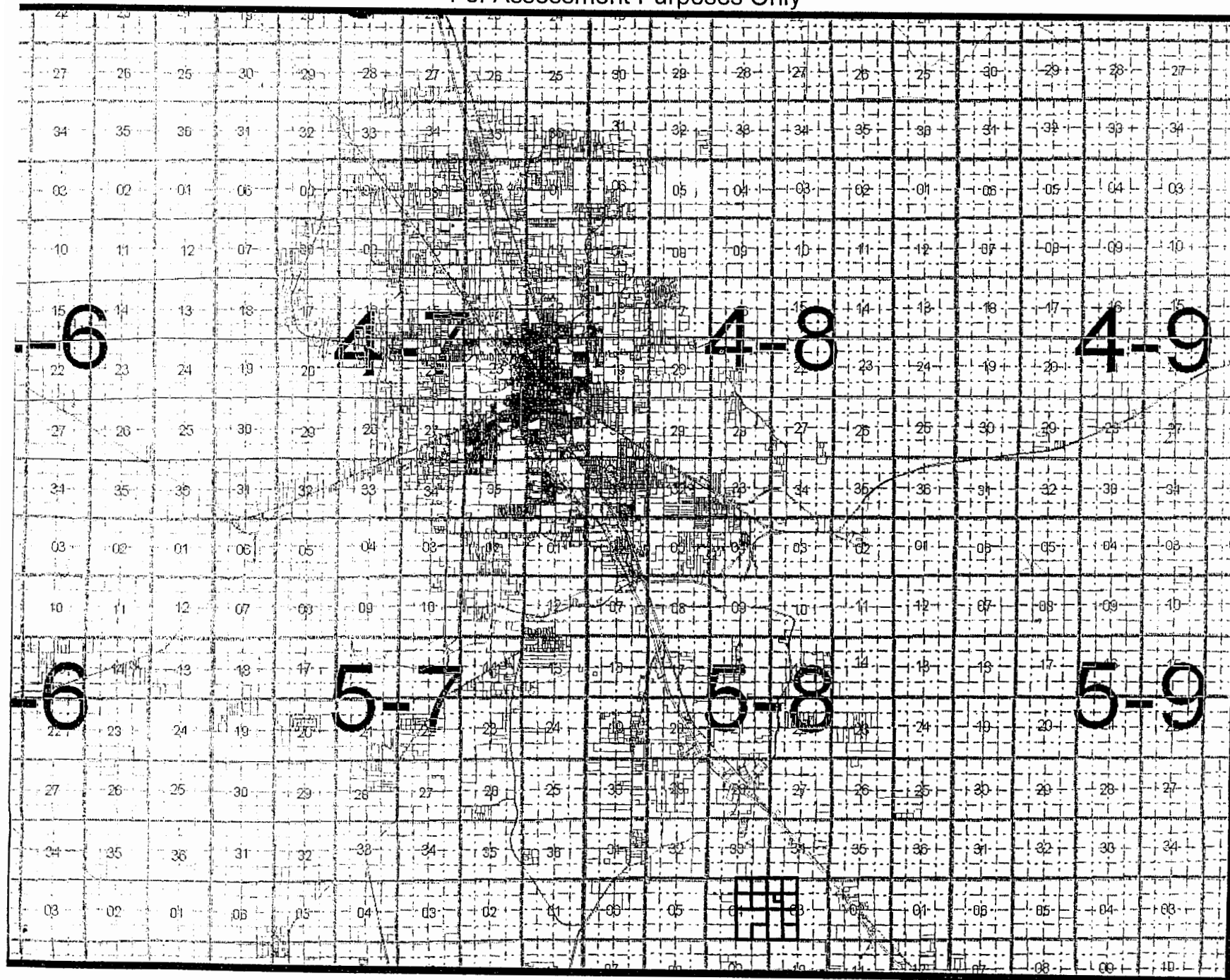
Bruce A. Katliff
Taylor County Property Appraiser
For Assessment Purposes Only

Feet
0 5,500 11,000 22,000



Legend

- COUNTY BOUNDARY
- CITY LIMIT
- PARCELS
- PLSS LINES
- TYPE**
- FORTY
- QUARTER
- SECTION
- TWRNG



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

SEC TWP RGE SUBD BLK LOT
03-06-08-08743-000

LEGAL: LEG 0040.00 ACRES
SE 1/4 OF NW 1/4
OR 665-912
SUBJ TO & TOGETHER WITH ESMTS IN
OR 233-683 & 665-880 & 665-897

NAME:RT 207 PROPERTIES LLC
ADD :
ADD :1932 CARTER AVENUE
ADD :
CSZ :ASHLAND KY 41101
911 :
911 CITY:

LAND : \$51,000
AGR-VAL : \$6,600
EX-FEAT : \$
BUILDING : \$
TOT-MKT-->: \$6,600

TD :CO DOR : 5600 ZONE : 015092

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

** 0-Nxt, 1-Prv, 3-Rekey, 4-Menu, 5-Building Info
F1-LOC F2-AUTO F3-RCD F4-FLD F5-FMT F6-DUP F7-OVS F8-COR F9-HELP F10-REL

SEC TWP RGE SUBD BLK LOT
03-06-08-08743-060

NAME:RT 207 PROPERTIES LLC

ADD :

ADD :1932 CARTER AVENUE

ADD :

CSZ :ASHLAND

KY 41101

911 :

911 CITY:

LAND : \$38,250

AGR-VAL : \$3,390

EX-FEAT : \$

BUILDING : \$

TOT-MKT-->: \$3,390

LEGAL: LEG 0030.00 ACRES
NW 1/4 OF SW 1/4 OF NW 1/4 &
S 1/2 OF SW 1/4 OF NW 1/4
OR 665-912
SUBJ TO & TOGETHER WITH ESMTS IN
OR 233-683 & 665-880

TD :CO DOR : 5700 ZONE : 015094

LAND	LAND UNITS	COND
5700-ACRE	30.00	100
9900-ACRE	30.00	100

** 0-Nxt, 1-Prv, 3-Rekey, 4-Menu, 5-Building Info

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

SEC TWP RGE SUBD BLK LOT
03-06-08-08743-100

LEGAL: LEG 0040.00 ACRES
SE 1/4 OF SW 1/4
OR 665-912
SUBJ TO & TOGETHER WITH ESMTS IN
OR 233-683 & 665-880

NAME:RT 207 PROPERTIES LLC
ADD :
ADD :1932 CARTER AVENUE
ADD :
CSZ :ASHLAND KY 41101
911 :
911 CITY:

LAND : \$51,000
AGR-VAL : \$4,520
EX-FEAT : \$
BUILDING : \$
TOT-MKT-->: \$4,520

TD :CO DOR : 5700 ZONE : 015095

LAND	LAND	UNITS	COND
5700-ACRE		40.00	100
9900-ACRE		40.00	100

** 0-Nxt, 1-Prv, 3-Rekey, 4-Menu, 5-Building Info
F1-LOC F2-AUTO F3-RCD F4-FLD F5-FMT F6-DUP F7-OVS F8-COR F9-HELP F10-REL

SEC TWP RGE SUBD BLK LOT
03-06-08-08743-150

LEGAL: LEG 0040.00 ACRES
NW 1/4 OF NW 1/4
OR 665-912
SUBJ TO & TOGETHER WITH ESMTS IN
OR 233-683 & 665-880

NAME:RT 207 PROPERTIES LLC
ADD :
ADD :1932 CARTER AVENUE
ADD :
CSZ :ASHLAND KY 41101
911 : 8999 US 19 S
911 CITY:

TD :CO DOR : 5002 ZONE : 015096

LAND : \$93,500
AGR-VAL : \$9,835
EX-FEAT : \$5,115
BUILDING : \$37,056

TOT-MKT-->: \$52,006

LAND	LAND UNITS	COND
9910-ACRE	1.00	100
5600-ACRE	39.00	100
9900-ACRE	20.00	100
9900-ACRE	20.00	100

** 0-Nxt, 1-Prv, 3-Rekey, 4-Menu, 5-Building Info
F1-LOC F2-AUTO F3-RCD F4-FLD F5-FMT F6-DUP F7-OVS F8-COR F9-HELP F10-REL

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

LEGAL: LEG 0040.00 ACRES
NE 1/4 OF SW 1/4
OR 665-912
SUBJ TO & TOGETHER WITH ESMTS IN
OR 233-683 & 665-880 & 665-897

NAME:RT 207 PROPERTIES LLC

ADD :

ADD :1932 CARTER AVENUE

ADD :

CSZ :ASHLAND

KY 41101

911 :

911 CITY:

LAND : \$136,000

AGR-VAL : \$6,600

EX-FEAT : \$

BUILDING : \$

" -----

TOT-MKT-->: \$6,600

TD :CO DOR : 5600 ZONE : 015097

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

** 0-Nxt, 1-Prv, 3-Rekey, 4-Menu, 5-Building Info

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

F9-HELP F10-REL

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

LEGAL: LEG 0080.00 ACRES
W 1/2 OF SW 1/4
OR 665-908
SUBJ TO & TOGETHER WITH ESMTS

NAME:RT 207 PROPERTIES LLC
ADD :
ADD :1932 CARTER AVENUE
ADD :
CSZ :ASHLAND KY 41101
911 :
911 CITY:

LAND : \$272,000
AGR-VAL : \$13,200
EX-FEAT : \$
BUILDING : \$
TOT-MKT-->: \$13,200

TD :CO DOR : 5600 ZONE : 015098

LAND	LAND	UNITS	COND
5600-ACRE		80.00	100
9900-ACRE		80.00	100

** 0-Nxt, 1-Prv, 3-Rekey, 4-Menu, 5-Building Info
F1-LOC F2-AUTO F3-RCD F4-FLD F5-FMT F6-DUP F7-OVS F8-COR F9-HELP F10-REL

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

LEGAL: LEG 0040.00 ACRES
SE 1/4 OF NE 1/4
OR 665-912
SUBJ TO & TOGETHER WITH ESMTS IN
OR 233-683 & 665-880

NAME:RT 207 PROPERTIES LLC

ADD :

ADD :1932 CARTER AVENUE

ADD :

CSZ :ASHLAND

KY 41101

911 :

911 CITY:

LAND : \$136,000

AGR-VAL : \$6,600

EX-FEAT : \$

BUILDING : \$

TOT-MKT-->: \$6,600

TD :CO DOR : 5600 ZONE : 015102

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

** 0-Nxt, 1-Prv, 3-Rekey, 4-Menu, 5-Building Info

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

F9-HELP F10-REL

SEC TWP RGE SUBD BLK LOT
03-06-08-08743-250

LEGAL: LEG 0040.00 ACRES
NE 1/4 OF NW 1/4
OR 665-926
SUBJ TO & TOGETHER WITH ESMTS IN
OR 234-388 & 665-880 & 665-890 &
665-897

NAME:RT 207 PROPERTIES LLC

ADD :

ADD :1932 CARTER AVENUE

ADD :

CSZ :ASHLAND

KY 41101

911 :

911 CITY:

LAND : \$40,000

AGR-VAL : \$6,600

EX-FEAT : \$

BUILDING : \$

TOT-MKT-->: \$6,600

TD :CO DOR : 5600 ZONE : 015099

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

** 0-Nxt, 1-Prv, 3-Rekey, 4-Menu, 5-Building Info

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

F9-HELP F10-REL

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

LEGAL: LEG 0040.00 ACRES
SE 1/4 OF NE 1/4
OR 665-912
SUBJ TO & TOGETHER WITH ESMTS IN
OR 233-683 & 665-880

NAME:RT 207 PROPERTIES LLC

ADD :

ADD :1932 CARTER AVENUE

ADD :

CSZ :ASHLAND

KY 41101

911 :

911 CITY:

LAND : \$136,000

AGR-VAL : \$6,600

EX-FEAT : \$

BUILDING : \$

TOT-MKT-->: \$6,600

TD :CO DOR : 5600 ZONE : 015102

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

** 0-Nxt, 1-Prv, 3-Rekey, 4-Menu, 5-Building Info

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

F9-HELP F10-REL

SEC TWP RGE SUBD BLK LOT
04-06-08-08744-200

NAME:RT 207 PROPERTIES LLC

ADD :

ADD :1932 CARTER AVENUE

ADD :

CSZ :ASHLAND

KY 41101

911 :

911 CITY:

LAND : \$408,000

AGR-VAL : \$19,800

EX-FEAT : \$

BUILDING : \$

TOT-MKT-->: \$19,800

LEGAL: LEG 0120.00 ACRES
N 1/2 OF SE 1/4 & SW 1/4 OF SE 1/
OR 665-908
SUBJ TO & TOGETHER WITH ESMTS

TD :CO DOR : 5600 ZONE : 015105

LAND	LAND UNITS	COND
5600-ACRE	120.00	100
9900-ACRE	120.00	100

** 0-Nxt, 1-Prv, 3-Rekey, 4-Menu, 5-Building Info

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

SEC TWP RGE SUBD BLK LOT
04-06-08-08744-350

LEGAL: LEG 0040.00 ACRES
NE 1/4 OF NE 1/4
OR 665-912
SUBJ TO & TOGETHER WITH ESMTS IN
OR 233-683 & 665-880

NAME:RT 207 PROPERTIES LLC

ADD :

ADD :1932 CARTER AVENUE

ADD :

CSZ :ASHLAND KY 41101

911 :

911 CITY:

LAND : \$51,000

AGR-VAL : \$6,600

EX-FEAT : \$

BUILDING : \$

TOT-MKT-->: \$6,600

TD :CO DOR : 5700 ZONE : 015108

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

** 0-Nxt, 1-Prv, 3-Rekey, 4-Menu, 5-Building Info

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

SPECIAL EVENT WAIVER

DATE: _____

I give my consent to have a Special Event (Mudd Bogg) within 660 feet of my property.

AT 207 PROPERTIES
Print Name

M. W. B.

Signature

SPECIAL EVENT WAIVER

DATE: _____

I give my consent to have a Special Event (Mudd Bogg) within 660 feet of my property.

SANDRA LAURA LEE
Print Name

S. Laura Lee

Signature

SPECIAL EVENT WAIVER

DATE: _____

I give my consent to have a Special Event (Mudd Bogg) within 660 feet of my property.

Print Name

Signature

SPECIAL EVENT WAIVER

DATE: _____

I give my consent to have a Special Event (Mudd Bogg) within 660 feet of my property.

Print Name

Signature

ATTENTION GARY WELLS

DATE: 3/9/2011 SPECIAL EVENT WAIVER Event must be a minim.
of 450 feet. (Four hundred fifty feet) away
from my property.

I give my consent to have a Special Event (Mudd Bogg) within 660 feet of my property.
Andrew KOTSIFTIS [Signature]
Print Name Signature
Andy Landy, LC

SPECIAL EVENT WAIVER

DATE: _____

I give my consent to have a Special Event (Mudd Bogg) within 660 feet of my property.

Print Name Signature

SPECIAL EVENT WAIVER

DATE: _____

I give my consent to have a Special Event (Mudd Bogg) within 660 feet of my property.

Print Name Signature

SPECIAL EVENT WAIVER

DATE: _____

I give my consent to have a Special Event (Mudd Bogg) within 660 feet of my property.

Print Name Signature

606 9280093³

SPECIAL EVENT WAIVER

DATE: 9/20/11

I give my consent to have a Special Event (Mudd Bogg) within 660 feet of my property.

J. M. ELLISON
Print Name

J M Ellison
Signature

SPECIAL EVENT WAIVER

DATE: _____

I give my consent to have a Special Event (Mudd Bogg) within 660 feet of my property.

Print Name

Signature

SPECIAL EVENT WAIVER

DATE: _____

I give my consent to have a Special Event (Mudd Bogg) within 660 feet of my property.

Print Name

Signature

SPECIAL EVENT WAIVER

DATE: _____

I give my consent to have a Special Event (Mudd Bogg) within 660 feet of my property.

Print Name

Signature

SPECIAL EVENT WAIVER

DATE: 8-10-11

I give my consent to have a Special Event (Mudd Bogg) within 660 feet of my property.

Jack Fernandez
Print Name

Jack Fernandez
Signature

SPECIAL EVENT WAIVER

DATE: _____

I give my consent to have a Special Event (Mudd Bogg) within 660 feet of my property.

Print Name

Signature

SPECIAL EVENT WAIVER

DATE: _____

I give my consent to have a Special Event (Mudd Bogg) within 660 feet of my property.

Print Name

Signature

SPECIAL EVENT WAIVER

DATE: _____

I give my consent to have a Special Event (Mudd Bogg) within 660 feet of my property.

Print Name

Signature

Sheriff



L. E. "BUMMY" WILLIAMS – TAYLOR COUNTY

108 N. Jefferson St, Suite 103 • Perry, Florida 32347

850-584-4225 • 1-800-800-4740

Dispatch 1-800-669-7123

October 14, 2014

To Whom It May Concern:

The Taylor County Sheriff's Office will provide security on October 24, 25 & 26, 2014 as requested by Trey Howard for the Iron Horse Mud Ranch Mud Bog.

Thank You,

A handwritten signature in black ink that reads "LT. Harper Gibson". The signature is written in a cursive style.

Lt. Harper Gibson
Taylor County Sheriff's Office

3-28 2011

Re: Wells Mud Ranch LLC; D.B.A. Iron horse Mud Ranch

Letter of consent for county or state officer

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

Iron horse mud Ranch

Shannon Wells AS MM OF ~~REPORT~~ 207 prop





A partnership with Tallahassee Memorial HealthCare

EMERGENCY MEDICAL SERVICES

Date: 09/29/2014

Re: Iron Horse Mud Ranch Mud Bogs

Mr. Wells,

This letter is to verify that Doctors' Memorial Hospital Emergency Medical Services will provide Advanced Life Support ambulance coverage to Iron Horse Mud Ranch Mud Bogs on the dates of October 24th, 25th and 26th, 2014. This coverage will include a dedicated unit for the duration of each event.

Please feel free to call me at (850)584-2227 if you have any questions.

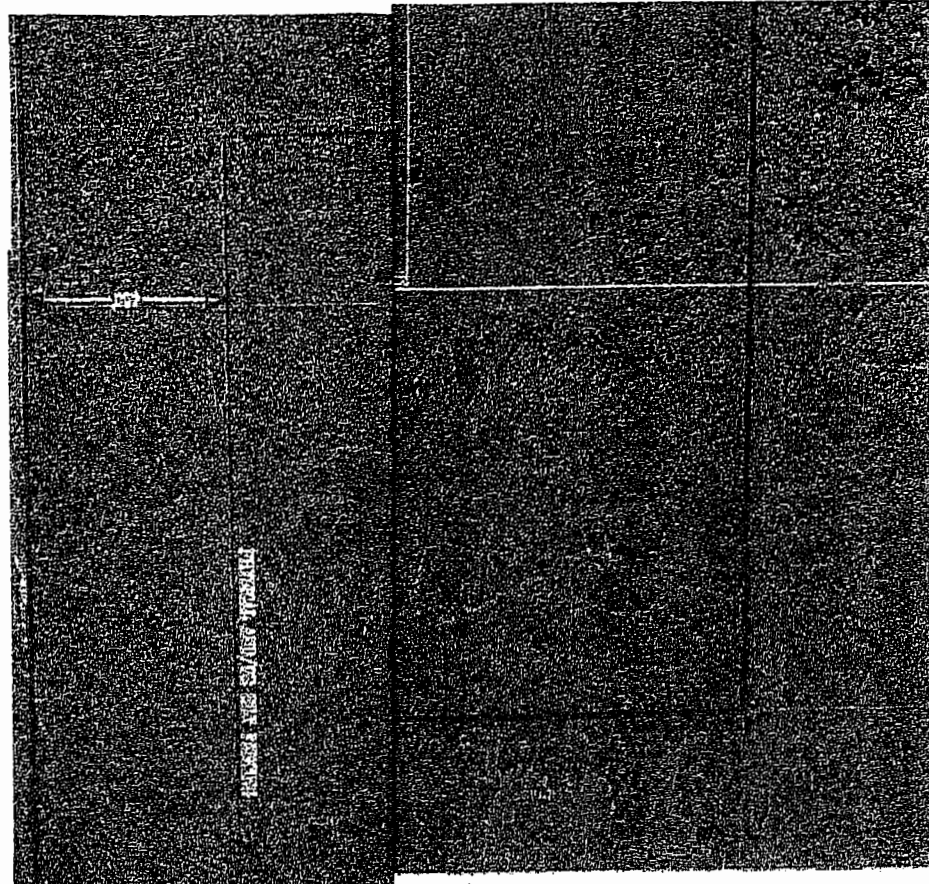
Sincerely,

A handwritten signature in black ink, appearing to read "Marty Tompkins", is written over the word "Sincerely,".

Marty Tompkins

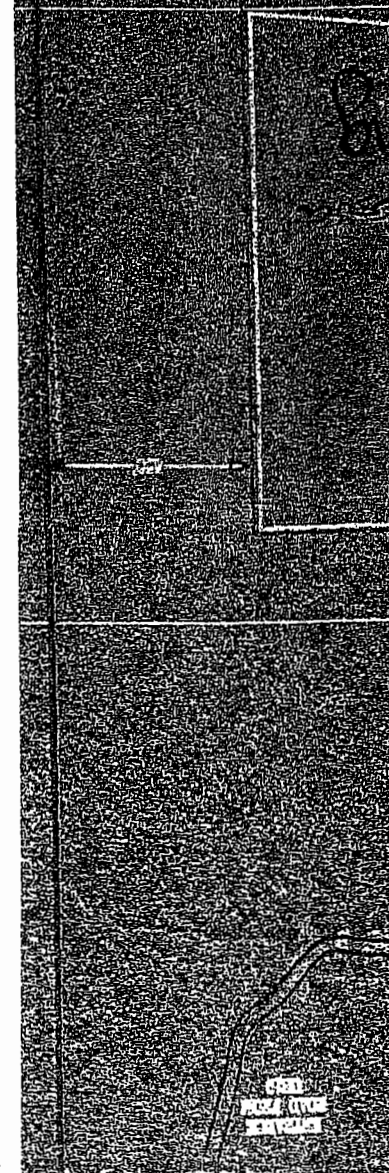
EMS Director

Doctors Memorial Hospital



1977

RELEASED BY FBI/DOJ/DEPT OF JUSTICE



1977

8
FBI/DOJ/DEPT OF JUSTICE

ADJOINING PROPERTY PROTECTION AGREEMENT

I, Shannon Wells, as managing member of Rt. 207 Properties, owner of the property described as follows:

Address: 8999 US HWY 19 South, Perry, FL 32347

Section: 3 Township: 6S Range: 8E Parcel#: 8744 350, 8744-200, 8744-050, 8743-200

I agree to reimburse all owners and occupants of property adjoining the subject premises for all damages of any kind to such owners or occupants or to their property caused by the applicant/owner of the subject premises, or by any person attending the event with knowledge of the applicant, which damage would not have occurred had the event on the ~~26-28th~~ ^{24-26th} day of October, 2014, not been held.

The owner of the property and the applicant for the event must sign this agreement, and by signing same I warrant ownership of said property.

DATED this 14th day of October, 2014

Shannon Wells
WITNESS
[Signature]
WITNESS

Shannon Wells
OWNERS NAME
OM HOWARD III
APPLICANT'S NAME

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgement, personally appeared Shannon Wells, to me known the person described in and who executed the foregoing instrument and acknowledge before me that he/she executed the same.

WITNESS my hand and official seal in the County of and State last aforesaid this 14th day of October, 2014.



[Signature]
NOTARY PUBLIC
My Commission Expires:

RELEASE AND HOLD HARMLESS AGREEMENT

I, Shannon Wells, as Managing Member of Rt. 207 Properties, owner of the property described as follows:

Address: 8999 US HWY 19 South, Perry, FL 32348

Section: 3 Township: 6S Range: 8E Parcel#: 8744-350, 8744-200, 8744-050, 8743-200

Agree to hold harmless and indemnify Taylor County and the Sheriff, as well as the Board of County Commissioners, all County employees, agents, appointees, and designees from any and all manner action or actions, cause and causes of action, suits, damages, judgments, and claims of any kind whatsoever, which may result from or be in any way connected or related to the event on the ~~26-28th~~ ^{24-26th} day of October, 2014. *omit*

This right of ingress and hold harmless must be signed by the owner(s) of the property and by signing same I warrant ownership of said property.

DATED this 14th day of October, 2014

Shannon Wells
WITNESS
[Signature]
WITNESS

Shannon Wells
Shannon Wells, as managing member of Rt.
207 Properties

Shannon Wells
OWNERS NAME

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgement, personally appeared Shannon Wells, to me known the person described in and who executed the foregoing instrument and acknowledge before me that he/she executed the same.

WITNESS my hand and official seal in the County of and State last aforesaid this 14th day of October, 2014.



[Signature]
NOTARY PUBLIC
My Commission Expires:

PLACE BUSINESS CARD HERE



Franchised
area

Service Agreement

A. CUSTOMER SITE INFORMATION

Site Name: <i>Iron Horse Mud Ranch</i>	Customer Class: <i>FL</i>	Effective Date: <i>4/25/2011</i>	Account #: <i>026290</i>
Service Address: <i>8999 US Hwy 195</i>		Service Area: <i>Taylor</i>	Salesperson:
City/State: <i>Perry FL</i>	Zip Code: <i>32348</i>	Contact Name: <i>Arsty</i>	
Email:	Telephone: <i>813 943 9811</i>	Fax:	Mobile:

B. BILLING INFORMATION

Billing Name:	P.O. # Required? <i>Y / N</i>
Billing Address: <i>PO Box 203</i>	Billing Cycle: <i>FL</i>
City/State: <i>Cush KY</i>	Customer Deposit:
Zip Code: <i>41168</i>	Contact Name:
Email:	Telephone:
Fax:	Mobile:

C. EQUIPMENT / SERVICE SPECIFICATIONS

Qty	Service Type	Material	Size	Freq.	Compact Y/N	Locks	Wheels	Gates	Rate	Schedule
1	FL	SW	4	1x				Yes	96.90	Month Haul S M <u>T</u> W T F S
										Month Haul S M T W T F S
										Month Haul S M T W T F S
										Month Haul S M T W T F S

D. ADDITIONAL FEES

Delivery: <i>P 50</i>	Removal:	Locks/Casters:
Container Rental:		Franchise Fee:
Disposal:		Fuel/Environmental:
Extra Pickup: <i>55.00</i>	*A fuel surcharge and environmental compliance cost recovery charge, calculated as a percentage of the Charge(s), will be included on your invoice.	
Special Services:		

Other Instructions:

Special Service:

THE UNDERSIGNED INDIVIDUAL SIGNING THIS AGREEMENT ON BEHALF OF THE CUSTOMER ACKNOWLEDGES THAT HE/SHE HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS OF THIS AGREEMENT, ON THE REVERSE SIDE, AND THAT HE/SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF THE CUSTOMER.

Customer Signature

Date

Waste Pro Representative

Date

Print Name

TERMS & CONDITIONS ON THE REVERSE

WASTE PRO ~~TEMPORARY~~ ROLL OFF SERVICE AGREEMENTPhone # 850-561-0800
Fax # 850-531-0800P.O. Box 380
Midway, FL 32343
www.wasteprousa.com

Company	<u>Waste Pro 110</u>	Service Area	<u>Taylor</u>	Terms	<u>30 days</u>
Salesperson	<u>Franchised</u>	Effective Date	<u>9/14/2011</u>	P.O. #	
Class	<u>Roll off</u>	Bill Cycle		Acct #	<u>026298</u>

CUSTOMER INFORMATION

Site Name	<u>Iron Horse Mud Ranch</u>	Billing Name	
Contact	<u>Rusty</u>	Contact	
email		email	
Address	<u>8999 US Hwy 19 S</u>	Address	<u>PO Box 203</u>
Address 2		Address 2	
City, Zip	<u>Berry FL 32348</u>	City, Zip	<u>Rush KY 41168</u>
Phone #	<u>813 943 7811</u>	Phone #	
Fax #		Fax #	
Mobile #		Mobile #	

CUSTOMER ORDER, INFORMATION & CHARGES

Quantity	<u>1</u>	Delivery Charge		C.O.D./Charge	
Size	<u>20</u>	Haul Charge	<u>230.00</u>	Maintenance Charge	
Material	<u>SW</u>	Disposal Charge	<u>58.95/Ton</u>	Deodorizing Charge	
Est. # Loads		Flat haul Charge		Fuel Surcharge	
Length of Job		Trip Charge		Inactivity Fee	<u>\$100 PER 30 DAYS NON USE</u>

Closest intersection or landmark: _____

Other Instructions: _____

THE UNDERSIGNED INDIVIDUAL SIGNING THIS AGREEMENT ON BEHALF OF THE CUSTOMER ACKNOWLEDGES THAT HE/SHE HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS OF THIS AGREEMENT, ON THE REVERSE SIDE, AND THAT HE/SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF THE CUSTOMER

Authorized Signature

Date

Representative Signature

Date

Name (Print or Type)

Contractor Approval

Title



IRONH-1

OP ID: DH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/09/14

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

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

PRODUCER Garrett-Stotz Company 1601 Alliant Avenue Louisville, KY 40299 Chris von Allmen	Phone: 502-415-7000 Fax: 502-415-7001	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Iron Horse Mud Ranch, LLC PO Box 203 Rush, KY 41168	INSURER A: The Burlington Insurance Co.		23620
	INSURER B: James River Insurance Co.		
	INSURER C:		
	INSURER D:		
	INSURER E:		
		INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			HGL0039548	10/01/14	10/01/15	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	<input type="checkbox"/> CLAIMS-MADE	<input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ EXCLUDED
							PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 2,000,000
<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							PRODUCTS - COM/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
B	UMBRELLA LIAB			00059523-2	10/01/14	10/01/15	EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DED	<input checked="" type="checkbox"/> RETENTION \$					
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$
If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Location: Iron Horse Mud Ranch, 8999 US Hwy 19 S, Perry FL 32348

CERTIFICATE HOLDER**CANCELLATION**

Iron Horse Mud Ranch
8999 US Hwy 19 S
Perry, FL 32348

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

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.

F.W. MURRAY'S SEPTIC
P.O. BOX 1328
PERRY, FLORIDA 32348
850-672-0103
October 14, 2014

TO WHOM IT MAY CONCERN:

We propose to provide any and all sanitation needs for Iron Horse Mud Ranch, located on South Highway 19 during the following events October 24-26, 2014. This will include any and all portable toilets and service that is required.

If you have any questions, feel free to contact me directly.

Sincerely,
F.W. Murray
Owner

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Board to hold a Public Hearing at 6:20 pm to discuss and receive public input for the possible submission of a second grant to the 2015-2016 Florida Recreation Development Assistance Program (FRDAP). This program funds outdoor recreation facilities, trails, and amenities. The funds can also be used for the acquisition of land to be used for parks, recreation, and trails. This will be the only public hearing for a second grant submission.

MEETING DATE REQUESTED:

October 21, 2014

Statement of Issue: The 2015-2016 FRDAP grant submission period opens October 13, 2014 and ends October 31, 2014. The Board approved submitting application for improvements to the Steinhatchee Community Center Park and adjacent fishing pier at public hearings held July 22 and August 4, 2014. Two applications can be submitted by Taylor County this year and staff is recommending submitting a grant for additional development at Taylor County Sports Complex as per the Capital Improvement Plan for FY 2015-2020.

Recommended Action: Submit a second grant application to the FRDAP program in the amount of \$50,000 for Taylor County Sports Complex (Phase IV)

Fiscal Impact: Staff is recommending submitting application in the amount of \$50,000 with no match due from the County.

Budgeted Expense: Y/N Not applicable

Submitted By: Melody Cox


Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The Board approved submitting grant application for improvements to the Steinhatchee Community Center Park and Pier at the August 4, 2014 meeting. The FRDAP program allows for the County to have three "open" grants and/or pending applications. The County currently has one open grant for the Hodges Park Improvement Project. With this, the County would be eligible to submit an additional application. The Capital Improvement Program 2015-2020 includes continued development needs at

Taylor Co. Sports Complex. Staff is recommending submitting grant application requesting funding assistance in the amount of \$50,000 for the Sports Complex. The funding request would include: Shade covering for one of the playgrounds, shading covering for bleachers, lights for the basketball court, fitness equipment for the walking trail, and an additional picnic area. The County received funding assistance from the FRDAP program for the first two phases of the development of the Sports Complex.

Attachments: Not applicable

SUBJECT/TITLE: Doug Faircloth, CFO to present DMH Financials	
	
MEETING DATE REQUESTED:	October 21, 2014

Statement of Issue: DMH Financials

Recommended Action:

Fiscal Impact:

Budgeted Expense:

Submitted By: Tasha Towles on behalf of Geri Forbes, CEO


Contact: Tasha Towles/Geri Forbes 5840-885

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

Attachments: Audit

SUBJECT/TITLE:	
	SCOTT MIXON, PUBLIC AFFAIRS MANAGER FOR GEORGIA-PACIFIC, TO ADDRESS THE BOARD REGARDING GEORGIA-PACIFIC'S ACTIVITIES ON PROPERTY IN THE SAN PEDRO BAY AREA AND ITS IMPACT ON THE SURROUNDING PROPERTIES AS AGENDAED BY SCOTT MIXON.
MEETING DATE REQUESTED:	
	OCTOBER 21, 2014

Statement of Issue: CONCERNS HAVE BEEN RAISED IN THE COMMUNITY REGARDING GP'S ACTIVITY ON PROPERTY IN THE SAN PEDRO BAY AREA. SCOTT MIXON AND CHET THOMPSON, ALSO FROM GEORGIA-PACIFIC, WILL ADDRESS THOSE SPECIFIC CONCERNS.

Recommended Action: N/A

Fiscal Impact: N/A

Budgeted Expense: N/A

Submitted By: SCOTT MIXON 850-584-1275

Contact:

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

Attachments:

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to discuss and approve submitting application to the Suwannee River Water Management District RIVER grant program requesting funding assistance for the connection of Forest Capital Hall to the city sewer system.

MEETING DATE REQUESTED:

October 21, 2014

Statement of Issue: Board to discuss and possibly approve submitting grant application to SRWMD RIVER grant program requesting funding assistance for the connection of Forest Capital Hall to the city sewer system.

Recommended Action: Approve the submission of a grant application to SRWMD.

Fiscal Impact: if approved, the County will be submitting a grant application in the amount of approximately \$40,000 and will use the funding received and match set aside with the Department of Cultural Affairs, Cultural Facilities Grant. The County is also eligible to submit a waiver of match. No additional funds are being requested for a match from the Board.

Budgeted Expense: Y/N Not applicable

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The RIVER grant must be submitted to SRWMD by October 31, 2014. Grants and Engineering staff determined it would be in the best interest of the County to submit application to this program in an effort to obtain additional funds for the rehabilitation of Forest Capital Hall. Though funds have been received through the Cultural Facilities Grant for the connection to the city sewer system, if the County should be awarded additional funding through the RIVER grant program, a scope of work change request could be submitted to the Cultural Facilities Program. The additional funds could be used for additional work at Forest Capital Hall such as additional electrical and

lighting upgrades. Staff is of the opinion it would be an effective way to leverage funds for the renovation of FCH.

Attachments: SRWMD RIVER Program Information

Suwannee River

WATER MANAGEMENT DISTRICT

SEARCH

You are here: [Home](#) > [Water Resources](#) > [Funding Initiatives](#) > [RIVER](#) > Program Project Guidelines

RIVER Program Project Guidelines

Cooperative Funding Project Core Mission Guidelines

The following is provided as guidance for cooperators as far as what types of projects would meet the District's core mission.

Water Quality

1. Projects that capture and provide treatment of stormwater utilizing proven BMPs.
2. Projects that provide reduction in nutrients and other stormwater pollutants at a reasonable cost.
3. Projects that control, fix or relieve river bank erosion.
4. Only those projects that provide water quality improvements beyond any regulatory requirement associated with an agency permit or enforcement action.
5. Projects that upon completion will be maintained perpetually by the cooperator.

Flood Protection

1. Projects that implement BMPs to fix or relieve flooding problems.
2. Maintenance of natural flood protection areas which may have been affected by past flooding or natural means.
3. Projects that assist local governments to manage and maintain their stormwater infrastructure.
4. Only those projects that provide flood protection improvements beyond any regulatory requirement associated with an agency permit or enforcement action.

Natural Systems

1. Projects that restore, protect or enhance altered natural systems such as streams, lakes, wetlands, and springs.
2. Projects that will improve fish and wildlife habitat.
3. Projects that will improve water quality.
4. Exotic and nuisance plant removal, maintenance and control.
5. Projects that restore or improve plant communities benefitting natural water features.
6. Projects that will improve or enhance water supply sources, including aquifers.

Water Supply and Conservation

1. Projects that conserve potable water by upgrading existing, or installing new systems, with the most efficient water saving features.
2. Projects that agree to implement the measures recommended in a "water audit" performed by a qualified agency.
3. Projects that employ a retrofit program that will result in lower water use and economic savings.
4. Projects that reduce fresh groundwater withdrawals by utilizing or expanding lower-quality alternative sources.
5. Projects that will improve or enhance water supply sources, including aquifers.

Download a PDF version of the [program project guidelines](#).



Suwannee River Water Management District: 9225 CR 49, Live Oak FL 32060, 386.362.1001

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Cooperative Funding Program Policy

- The Board will give priority consideration to those projects designed to further the implementation of the District's core mission.
- The Board will consider the applicant's efforts in developing and implementing best management practices.
- Funding may be provided to assist with the cost of conservation, ecosystem restoration, alternative water supply, water resource development, and construction of associated capital projects.
- Funding assistance will be contingent upon concurrent project action and commitment by the county, municipality, water supply authority, or other interested government entity to ensure the project goals will be implemented.
- The Board will consider funding based on the applicant's ability to demonstrate that such funding is necessary to make the project economically feasible.
- The cooperating entity must demonstrate any matching funds have been appropriated, are contained within a Capital Improvement Plan, or otherwise committed to the project.
- Any state or federal appropriations or grant monies received by a county government, a municipality, or a water supply authority for a specific project shall be first applied toward the total cost of the cooperator's proposed project. The District will typically fund up to 50 percent of the remaining project costs with a similar match from the cooperator.
- Pursuant to the provisions of Section 288.06561, F.S., the Board may reduce or waive requirements for matching funds when requested by rural counties or municipalities, as defined by Subsection 288.0656(1)(b), F.S.
- All applications submitted for funding consideration by the Board must be signed by a single Senior Administrator acting as a coordinator for the RIVER Cooperative Funding Program for the county, municipality, water supply authority, or interested government entity. If an entity submits multiple applications, an overall ranking of the projects is required. Final decisions regarding the funding of the project proposals are the exclusive responsibility of the Board.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to approve Resolution required for the submission of a grant to the 2015-2016 Florida Recreation Development Assistance Program (FRDAP) , requesting funding assistance for the Steinhatchee Park and Pier Improvement Project.

MEETING DATE REQUESTED:

October 21, 2014

Statement of Issue: Requesting Board approval of Resolution required to be submitted with the FRDAP grant for the Steinhatchee Park and Pier Improvement Project.

Recommended Action: Approval of Resolution

Fiscal Impact: The County will be submitting a grant application in the amount of \$50,000. The Steinhatchee Projects Board will be providing a match of \$5,000 for the project.

Budgeted Expense: Y/N Not applicable

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The Board held public hearings July 22, and August 4, 2014 and approved submitting a grant application to the FRDAP program requesting funding assistance for improvements to Steinhatchee Park and Pier. The improvements will include a shade covering for the playground, additional playground equipment, improved parking facilities, and a dock at the pier providing access to the water for canoes and kayaks. A FRDAP grant had previously funded the construction of the pier, installation of the playground equipment and construction of the picnic pavilion and restroom facilities at the park.

Attachments: Resolution



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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

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

Upon motion of Commissioner _____ with second by Commissioner _____ and a vote of _____ the Board of Taylor County Board of County Commissioners, adopt the following resolution:

RESOLUTION

WHEREAS, The *Taylor County Board of County Commissioners* have decided it would be in the best interest of the citizens of Taylor County, Florida to seek funding for improvements and renovations to Steinhatchee Park and Pier, in Steinhatchee, Florida, AND

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

WHEREAS, The *Taylor County Board of County Commissioners* is eligible to receive an award under this program for fiscal year 2015—2016 for up to \$200,000 for funding assistance for improvements and renovations at Steinhatchee Park and Pier in Steinhatchee, Florida to improve the County's outdoor recreation facilities for its citizens and many visitors to the area, AND

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

DONE AND ORDERED In regular session at Perry, Florida this 21st day of October, 2014, A.D.

Board of County Commissioners
Taylor County, Florida

Attest: _____
Annie Mae Murphy, Clerk

By: _____
Malcolm Page, Chairman

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to approve Resolution required for the submission of a grant requesting funding assistance for the Taylor County Sports Complex for the 2015-2016 Florida Recreation Development Assistance Program (FRDAP).

MEETING DATE REQUESTED:

October 21, 2014

Statement of Issue: Requesting Board approval of Resolution required to be submitted with the FRDAP grant for the Taylor County Sports Complex.

Recommended Action: Approval of Resolution

Fiscal Impact: The County will be submitting a grant application in the amount of \$50,000 with no match from the County.

Budgeted Expense: Y/N Not applicable

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The Board is holding a public hearing at 6:20pm, October 21, 2014 to discuss, receive public input, and possibly approve submission of a FRDAP grant application requesting funding assistance for the continued development of Taylor County Sports Complex. If so approved, a Resolution is required with the grant application submission. The grant application will request funding assistance for a shade covering for one of the playgrounds, shading covering for bleachers, lights for the basketball court, fitness equipment for the walking trail, and an additional picnic area. The County received funding assistance from the FRDAP program for the first two phases of the development of the Sports Complex.

Attachments: Resolution



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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

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

Upon motion of Commissioner _____ with second by Commissioner _____ and a vote of _____ the Board of Taylor County Board of County Commissioners, adopt the following resolution:

RESOLUTION

WHEREAS, The *Taylor County Board of County Commissioners* have decided it would be in the best interest of the citizens of Taylor County, Florida to seek funding for the continued recreational development of the Taylor County Sports Complex located in Taylor County, Florida, AND

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

WHEREAS, The *Taylor County Board of County Commissioners* is eligible to receive an award under this program for fiscal year 2015—2016 for up to \$200,000 for funding assistance for the development of Taylor County Sports Complex at Perry, Florida to improve and expand the County's outdoor recreation facilities for its citizens and many visitors to the area, AND

THEREFORE BE IT RESOLVED, That the *Taylor County Board of County Commissioners* certifies that Taylor County Sports Complex (Phase IV) is included in the Capital Improvement Plan of the Taylor County Comprehensive Plan.

DONE AND ORDERED In regular session at Perry, Florida this 21st day of October, 2014, A.D.

Board of County Commissioners
Taylor County, Florida

Attest: _____
Annie Mae Murphy, Clerk

By: _____
Malcolm Page, Chairman

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to review and approve grant application to the Florida Department of Agriculture and Consumer Services, Florida Forest Service, Volunteer Fire Assistance Grant Program.

MEETING DATE REQUESTED:

October 21, 2014

Statement of Issue: Board to approve grant application requesting funding assistance from the Volunteer Fire Assistance Grant Program to provide four full sets of turnout gear to our volunteer firefighters.

Recommended Action: Board to approve grant application to the Volunteer Fire Assistance Grant Program.

Fiscal Impact: The County is requesting funding assistance in the amount of \$3,628 and will be required to provide a match of \$3,628 for a total project cost of \$7,256. There is sufficient funding in the Volunteer Firefighters budget to cover the match. No additional funds are being requested from the Board.

Budgeted Expense: Sufficient funds are available in the approved Volunteer Firefighters budget.

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Florida Forest Service has a limited amount of funding available to provide assistance to purchase equipment for volunteer firefighters in rural areas. The County has been very unsuccessful in the past obtaining funding assistance through this program.

Attachments: Volunteer Fire Assistance Grant Application, Assurance Form, and Certification Form.



ADAM H. PUTNAM
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Florida Forest Service

VOLUNTEER FIRE ASSISTANCE GRANT APPLICATION

LEGAL NAME Taylor County Board of Commissioners		FORM OF ORGANIZATION: (Municipal, Fire District, Non-Profit, County) County	
ADDRESS 201 East Green Street			
CITY Perry		IF COUNTY, LIST VFD'S BENEFITING FROM GRANT: Shady Grove (North) Keaton Beach (South)	
STATE Florida	ZIP 32347		
COUNTY Taylor	COUNTY #		
EMPLOYER IDENTIFICATION NUMBER (EIN) 5 9 - 6 0 0 0 8 2 9			

IS FIRE DEPARTMENT LOCATED IN AN INCORPORATED TOWN? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> IF YES, NAME OF TOWN: _____ POPULATION OF TOWN: _____ PROTECTED AREA: EST. POPULATION: 8,000 SIZE: (SQ. MILES) 650		WHAT IS THE FIRE DEPARTMENT ISO RATING? 9 IS FIRE DEPARTMENT NIMS COMPLIANT? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> CURRENT COOPERATIVE AGREEMENT WITH FFS? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> DISTANCE OF CLOSEST MUTUAL AID FIRE DEPARTMENT: 18-25 NAME OF FIRE DEPARTMENT: City of Perry	
---	--	---	--

NUMBER OF FIREFIGHTERS: PAID: 12 VOLUNTEERS: 34 NO. OF INCIDENTS PAST YEAR: WILDLAND FIRE: 71 OTHER: 305 NO. OF FIREFIGHTERS CERTIFIED AS: WILDLAND FIREFIGHTER I 10 WILDLAND FIREFIGHTER II 5		HAS APPLICANT RECEIVED GRANT FUNDS FROM ANY SOURCE IN THE PAST 12 MONTHS? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> IF YES, WHERE? FL Division of Forestry AMOUNT: \$ 4,751.56 LIST TOTAL FUNDS RECEIVED FROM OTHER TAXING AUTHORITIES SUCH AS CITY, COUNTY, TAXING DISTRICTS (Past 12 Months) AMOUNT: \$ 28,562	
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LIST OF FIREFIGHTING VEHICLES:			
TYPE	MAKE/YR.MODEL	PUMP CAPACITY (GPM)	WATER CAPACITY (GAL.)
Brush Truck	Ford 550/ 2005	120	300
Engine	Ford 550/ 2001	1250	1000
Engine	Chevy C60/ 1986	1000	1000
Engine	Ford 550/ 1999	1250	1000

ESTIMATED GRANT FUNDING REQUEST:		LIST OF EQUIPMENT OR SUPPLIES TO PURCHASE WITH GRANT FUNDS:		
		NUMBER	DESCRIPTION	AMOUNT
FEDERAL	\$ 3,628	4	PPG/ Full Set of Turnout	\$7,256
APPLICANT	\$ 3,628		Gear including	
COUNTY	\$		helmet, boots,	
TOTAL	\$7,256		gloves (4@ \$1,814 each)	
(Federal not more than 50% of total. Applicant at least 50% of total in matching funds.)				

We understand that this is a 50 percent maximum cost-share program (Cooperative Forestry Assistance Act of 1978, PL 95-313), and that funds on deposit up to 50 percent of the actual purchase price of the items approved will be committed to our project. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION ARE TRUE AND CORRECT. THE GOVERNING BODY OF THE APPLICANT HAS DULY AUTHORIZED THIS DOCUMENT.

Type Name of Authorized Representative Malcolm Page	Title Chairman	Telephone Number: (850) 838-3500 FAX: (850) 838-3501
Signature of Authorized Representative	Date Signed and Submitted October 21, 2014	Email: mpage@taylorcountygov.com

U. S. DEPARTMENT OF AGRICULTURE
Certification Regarding Debarment, Suspension, and Other
Responsibility Matters - Primary Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, *Federal Register* (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

(Before completing certification, read instructions on reverse.)

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or Local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

<small>ORGANIZATION NAME</small> Taylor County Board of Commissioners	<small>PR/AWARD NUMBER OR PROJECT NAME</small> Turnout Gear 2014
<small>NAME AND TITLE OF AUTHORIZED REPRESENTATIVE</small> Malcolm Page, Chairman	
<small>SIGNATURE</small>	<small>DATE</small> October 21, 2014

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective primary participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out on this form. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

ASSURANCES -- NON-CONSTRUCTION PROGRAMS

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;

(e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290-dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 961-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply with the provisions of the Health Act (5 U.S.C. §§ 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. §§ 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102 (a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition of \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

V, B-5 (02/05)

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Standard Form 424B (9-03) Prescribed by OMB Circular A-102

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for

research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE Chairman	
APPLICANT ORGANIZATION Taylor County Board of Commissioners		DATE SUBMITTED October 21, 2014

22

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Requesting Board to approve providing First Time Home Buyers Down Payment Assistance to Timothy Wayne Harrell & Heather Roberson through the SHIP Program.

MEETING DATE REQUESTED:

October 21, 2014

Statement of Issue: Board to approve providing Down Payment Assistance through the SHIP Program to Timothy W. Harrell & Heather Roberson in the amount of \$7,000.

Recommended Action: Approve providing Down Payment Assistance through the SHIP Program to Timothy W. Harrell & Heather Roberson .

Fiscal Impact: Not applicable, Down Payment Assistance is funded 100% through the SHIP Program.

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Mr. Harrell & Ms. Roberson have been qualified to receive Down Payment Assistance through the SHIP Program in the amount of \$7,000. The home being purchased meets the guidelines of the SHIP Program.

Attachments: SHIP Down Payment Assistance documents for Timothy W. Harrell & Heather Roberson.

**Taylor County
HOUSING REHABILITATION PROGRAM
PAYMENT AUTHORIZATION**

To: Melody Cox
From: Government Services Group, Inc
Date: October 10, 2014
Subject: **Payment Authorization for CDBG** \$0.00 **SHIP** ✓ **\$7,000.00**
Grant/Project Number Taylor County SHIP
Homeowners Name Timothy W. Harrell Unit # N/A

Please issue payment as follows:

Pay to the order of: Erith Abstract & Title Co.
Address: 501 N Byron Butler Parkway, Perry, FL 32347
Amount: \$7,000.00

Seven Thousand 00/100 dollars

For payment number One (1) and Final

Use: Regular Account Escrow

Funds ordered; pay when received

✓ Funds already in account; please pay

Activity Usage: ✓ Down Payment Assistance.

✓ Closing Cost

Remarks: Please pay \$7,000.00 from SHIP account
for 3710 Wash Davis Road, Perry, FL

Approved: _____

Government Services Group, Inc. as Administrator

Melody Cox, Grants Director Taylor County

10-10-2014

Date

10-10-2014

Date

FORM D-j

*ok to pay
Melody Cox
10-10-2014
0408-58310*

**SECOND MORTGAGE
UNDER
TAYLOR COUNTY, FLORIDA
LOCAL SHIP HOUSING PARTNERSHIP DOWN PAYMENT ASSISTANCE PROGRAM**

This is a mortgage where the balance is due upon the sale, refinance, or when the unit should no longer be the primary residence of the borrower. The obligation is forgiven in increments of **twenty** percent (20%) of the total amount of assistance per year so that in the event the property is refinanced or ceases to be the principal residence of the recipient; only the remaining portion of the obligation must be repaid. The assistance is forgiven after five years of the property serving as the principal residence of the recipient.

THIS SECOND MORTGAGE is made this _____ day of _____, 2014 between the Mortgagor(s), Timothy Wayne Harrell (herein the Borrower) and the Mortgagee, **Taylor County**, a political subdivision of the State of Florida whose address is 201 E. Green St. Perry, Florida 32347 (herein the "County").

WHEREAS, the Borrower has applied for a loan under the County's Down Payment Assistance Program for the purchase of the Property (as defined herein), which Mortgage Loan shall be secured by a first mortgage lien (the "First Mortgage") in favor of (lender). The Borrower has applied to the County for a SHIP Homebuyer's Assistance Loan in the amount of Seven Thousand Four Hundred Ninety and no/100 Dollars \$7,490.00 (the "Loan"). The Borrower, along with his/her/their family, intends to reside as a household in the Property (as defined herein), which is a single-family residence. The Borrower's total family income at the time of application for the Loan is less than One Hundred Twenty Percent (120%) of Taylor County's or the State of Florida's median family income, whichever is greater. The Borrower is eligible to participate in the County's Down Payment Assistance Program, and the County has agreed to extend and has extended a loan and WHEREAS, the Borrower is indebted to the County in the principal sum of \$7,490.00 which indebtedness is evidenced by the Borrower's Promissory Note dated _____ and extensions and renewals dated thereof (herein "Note"), providing for payment of principal indebtedness, if not sooner paid, due and payable on the sale of the property or when it is no longer the Borrower's primary residence. A copy of this Note is attached to this instrument.

TO SECURE to the County for repayment of the indebtedness evidenced by the Note; the payment of all other sums, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of the Borrower herein contained, the Borrower does hereby mortgage, grant and convey to the County the following described property located in the County of Taylor, State of Florida **(LEGAL DESCRIPTION) SEE SCHEDULE "A"** which has the address of 3710 Wash Davis Road, Perry, Florida (herein the "Property Address"); Parcel number of 02152-000

TOGETHER with all the improvements now and hereafter erected on the property, and all easements, rights, appurtenances, and rents, all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

BORROWER COVENANTS, represents and warrants to the County and its successors and assigns that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the Property is unencumbered, except for the mortgage lien of First Mortgage in favor of First Florida Credit Union and for other encumbrances of record. Borrower covenants, represents and warrants to the county and its successors and assigns that Borrower will defend the title to the Property against all claims and demands, subject to the mortgage lien of the First Mortgage of record.

BORROWER FURTHER COVENANTS and agrees with the County as follows:

1. Payment. The Borrower shall promptly pay the indebtedness evidenced by the Note.
2. Prior Mortgages and Deeds of Trust; Charges; Liens. The Borrower shall perform all of the Borrower's obligations under the First Mortgage and any other mortgage, deed of trust or security agreement with a lien which has priority over this Mortgage, including the Borrower's covenants to make payments when due. The Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or grounds rents, if any.
3. Hazard Insurance. The Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included with the term "extended coverage", and such hazards as the County may require and such amounts and for such periods as the County may require. The insurance carrier providing the insurance shall be chosen by the borrower subject to approval by the County; provided that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to the County and shall include a standard mortgage clause in favor of, and in a form acceptable to the County. The County shall have the right to hold policies and renewals

thereof, subject to the terms of the First Mortgage and any other mortgage, deed of trust or other security agreement with a lien that has priority over this mortgage. In the event of loss, the Borrower shall give prompt notice to the insurance carrier and to the County. The County may make proof of loss if not made by the Borrower. If the Property is abandoned by the Borrower, or if the Borrower fails to respond to the County within thirty (30) days from the date the notice is mailed by the County to the Borrower that the insurance carrier offers to settle a claim for the benefits, the County is authorized to collect and apply the insurance proceeds at the County's option either to restoration or repair of the Property or the sums secured by this Mortgage.

4. Preservation and Maintenance of Property, Leasehold, Condominiums; Planned Unit Developments. The Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property. If this Mortgage is on a unit in a condominium or planned unit development, the Borrower shall perform all the Borrower's obligations under the declaration or covenants creating or governing such condominiums, planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.
5. Protection of County's Security. If the Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects the County's interest in the Property, then the County, at appearances, disburse such sums, including reasonable attorney's fees and take such action as is necessary to protect the County's interest in the Property. If the County required mortgage insurance as a condition of making the Loan secured by this Mortgage, the Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with the Borrower's and the County's written agreement of applicable law. Any amounts disbursed by the County pursuant to this Paragraph 5, with interest thereon, at the rate of **twelve** (12) percent per annum, shall become additional indebtedness of the Borrower secured by this Mortgage. Unless the Borrower and the Lender agree to other terms of payment, such amounts shall be payable upon notice from the County to the Borrower requesting payment thereof. Nothing contained in Paragraph 5 shall require the County to incur any expense or take any action hereunder.
6. Inspection. The County may make or cause to be made reasonable entries upon and inspection of the Property, provided that the county shall give the Borrower notice prior to any such inspection specifying reasonable cause therefore related to the County's interest in the Property.
7. Condemnation. The proceeds of any award of claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to the County, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.
8. Borrower Not Released; Forbearance by County Not a Waiver. Extension of time for payment or modification of the sums secured by this Mortgage granted by the County to any successor in interest of the Borrower shall not operate to

release, in any manner, the liability of the original Borrower and the Borrower's successors in interest. The County shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify the sums secured by this Mortgage by reason of any demand made by the original Borrower and the Borrower's successors or remedy hereunder, or otherwise by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

9. Successors and Assigns Bound; Joint and Several Liability, Co-signers. The covenants and agreement herein contained shall bind, and the rights hereunder shall inure to the respective successors and assigns of the County and the Borrower, subject to the provisions of Paragraph 14 hereof. If more than one Borrower executes this Mortgage, all covenants, representations, warranties and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note: (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to the county under the terms of this Mortgage; (b) is not personally liable on the Note or under this Mortgage; and (c) agrees that County and any other Borrower hereunder may agree to extend, modify, forebear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.
10. Notice. Except for any notice required under applicable law to be given in another manner: (a) any notice to the Borrower provided for this Mortgage shall be given by delivering it or by mailing such notice by certified or registered mail, postage prepaid, address to the Borrower at the Property Address or at such other address as the Borrower may designate by notice to the County as provided herein, and (b) any notice to the County shall be given by certified or registered mail, postage prepaid, to the county's address stated on Page 1 hereof, or to such other address as the County may designate by notice to the Borrower as provided herein. Any notice provided for in this mortgage shall be deemed to have been given to the Borrower or the County when given in the manner designated herein.
11. Governing Law; Severability; Cost. This Mortgage shall be governed by the laws of the State of Florida, and to the extent applicable hereto, the laws and regulations of the United States of America. In the event that any provision or clause of this Mortgage and the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note are declared to be severable. As used herein, "costs", "expenses" and "attorney fees" include all sums to the extent not prohibited by applicable law or limited herein.
12. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.
13. Rehabilitation Loan Agreement. Borrower shall fulfill all of the Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with the TAYLOR COUNTY LOCAL HOUSING PARTNERSHIP, the County, at the county's option, as assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

14. Transfer of Property. If all or any part of the Property or any interest in it is sold, refinanced, transferred, gifted or otherwise, or if the Borrower is divested of title by judicial sale, levy or other proceeding, or if foreclosure action is instituted against the Property, or if the Property is leased or rented, all sums secured by this Mortgage shall immediately become due and payable as provided herein. The County shall give Borrower notice of acceleration. The notice shall provide a period of not less than thirty (30) days from the date the notice is given as provided in Paragraph 10 hereof within which the Borrower must pay all sums secured by this Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, the County may invoke any remedies permitted by this Mortgage without further notice or demand on the Borrower.
15. Acceleration; Remedies. Except as provided in Paragraph 14 hereof, upon the Borrower's breach of any covenant or agreement of the Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, or in the event that the Borrower shall have made material misrepresentation or material omissions in his/her/their application for a Down Payment Assistance Loan, the County, at the County's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceedings. Prior to acceleration of this Mortgage, the County shall give notice to the Borrower as provided in Paragraph 10, thereof specifying (a) the breach (if breach is curable); (b) the action required to cure such breach; (c) a date, not less than ten (10) days from the date the notice is mailed to Borrower, by which such breach may be cured; and (d) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceedings, and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of default or any other defense of Borrower to acceleration and foreclosure. The county shall be entitled to collect in such proceedings all expenses of foreclosure, including but not limited to, reasonable attorneys' fees, court costs, and the cost of documentary evidence, abstracts and title reports.
16. Borrower's Right to Reinstate: Notwithstanding the County's acceleration of the sums secured by this Mortgage due to the Borrower's breach, the Borrower shall have the right to have any proceedings begun by the County to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) the Borrower pays the County all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) the Borrower cures all breaches of any other covenants or agreements of the Borrower contained in this Mortgage; (c) the Borrower pays all reasonable expenses incurred by the County in enforcing the covenants and agreements of the Borrower contained in this Mortgage, and in enforcing the County's remedies as provided in Paragraph 15 hereof, including but not limited to, reasonable attorney fees and court costs; and (d) the Borrower takes such actions as the County may reasonably require to assure that the lien of this Mortgage, the County's interest in the Property and the Borrower's obligation to pay the sums secured by this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

17. Assignment of Rents; Appointment of Receiver. As additional security hereunder, the Borrower hereby assigns to the County the rents of the Property, provided that the Borrower shall, prior to acceleration under Paragraph 15, hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable. Upon acceleration under Paragraph 15 hereof or abandonment of the Property, the County shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including but not limited to, receiver fees, premiums on receiver bonds and reasonable attorney fees, and then to the sums secured by the Mortgage. The receiver shall be liable to account only for those rents actually received.
18. Release. Upon payment of all sums secured by this Mortgage, the County shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.
19. Attorney Fees. As used in this Mortgage and in the Note, "attorney fees" shall include attorney fees, if any, incurred in connection with the collection or enforcement of this Mortgage or of the Note, whether or not suit is brought and whether incurred at trial, on appeal, in bankruptcy proceedings or otherwise.
20. Special Homeownership Assistance Program: Down Payment Assistance Program; Covenant Representations. The Borrower covenants, represents and warrants to the County that (a) the Borrower, along with his/her/their family, intend to reside as a household in the Property; (b) the Property is a single-family residence; (c) the Borrower's total family income at the time of its application for the Loan was less than one hundred twenty percent (120%) of Florida or Taylor County's median income (whichever is greater); and (d) the Borrower is eligible to participate in the County's Down Payment Assistance Program

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REQUEST OF NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

Borrower and County request the hold of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give notice to County, at County's address set forth on Page One of this Mortgage, of any default under superior encumbrance and of any sale or other foreclosure action.
IN WITNESS WHEREOF, the Borrower has executed this Mortgage.

NOTICE TO BORROWER

DO NOT SIGN THIS MORTGAGE IF IT CONTAINS BLANK SPACES.

ALL SPACES SHOULD BE COMPLETED BEFORE YOU SIGN.

THIS IS A MORTGAGE WHERE THE PRINCIPAL BALANCE DUE IS TOGETHER WITH ACCRUED INTEREST, IN ANY, UNDER THE TERMS OF THIS SECOND MORTGAGE.

IN WITNESS WHEREOF, the Mortgagor has duly executed this mortgage as of the day and year first hereinabove written.

Signed, sealed and delivered in the presence of:

MORTGAGOR

Witness:

_____(Seal)
Timothy Wayne Harrell

Witness:

_____(Seal)
(Co-Owner)

STATE OF FLORIDA
COUNTY OF TAYLOR

The foregoing was acknowledged before me this _____ day of _____, 2014 by Timothy Wayne Harrell, who personally appeared before me at the time of notarization.

NOTARY: _____ [NOTARIAL SEAL]

[] Personally known to me or
[] Produced _____ as identification.

ID1 _____ **ID2** _____

THE FOLLOWING DESCRIBED PROPERTY LYING AND BEING IN TAYLOR COUNTY,
FLORIDA, TO WIT:

(LEGAL DESCRIPTION)

COMMENCE AT THE NORTHEAST (NE) CORNER OF THE SOUTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 4, TOWNSHIP 4 SOUTH, RANGE 7 EAST. RUN THENCE S 89 DEGREES 53' 16" W ALONG THE FORTY ACRE LINE 480.30 FEET FOR THE POINT OF BEGINNING; THENCE RUN S 8 DEGREES 26' 17" W 274.0 FEET TO THE EASTERLY RIGHT OF WAY LINE OF A RAILROAD; THENCE RUN N 34 DEGREES 02' 08" W ALONG SAID EASTERLY RIGHT OF WAY LINE OF SAID RAILROAD A DISTANCE OF 328.0 FEET TO THE NORTH BOUNDARY OF SAID FORTY, THENCE RUN N 89 DEGREES 53' 16" E ALONG THE FORTY ACRE LINE 214.35 FEET TO THE POINT OF BEGINNING. LESS ROAD RIGHT OF WAY.

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PROMISSORY NOTE

\$7,490.00

Date

For value received, the undersigned, Timothy Wayne Harrell, promise to pay to the order of Taylor County, the principal sum of Seven Thousand Four Hundred Ninety and no/100 Dollars at the rate of 0% per centum per annum from date until maturity, principal being payable in lawful money of the United States of America at the Clerk of the Court Office, Taylor County Courthouse, 108 North Jefferson Street, Perry, Florida 32348 or at such other address the holder from time to time may specify by written notice to the maker, said principal to be paid on the date and in the manner following.

This is a mortgage where the balance is due upon the sale or Unit should no longer be the primary residence of the borrower. The obligation is forgiven in increments of one-fifth of the total amount of assistance per year so that in the event the property ceases to be the principal residence of the recipient; only the remaining portion of the obligation must be repaid. The assistance is forgiven after five years of the property serving as the principal residence of the recipient.

1. If the property shall be transferred or sold within the period of five (5) years immediately following the date of this instrument, Owner or Owner's estate, shall pay to the County the percent of said financial assistance provided to Owner under the SHIP program to be determined as follows:

If the property is sold or transferred or if owner should die	Amount of financial assistance to be repaid to county	Percent
Within the 1 st year	<u>\$7490.00</u>	100%
Between years 1 and 2	<u>\$5992.00</u>	80%
Between years 2 and 3	<u>\$4494.00</u>	60%
Between years 3 and 4	<u>\$2996.00</u>	40%
Between years 4 and 5	<u>\$1498.00</u>	20%
After 5 th year	<u>\$0.00</u>	0%

Transfer means any transfer of the Property by deed or inheritance or delivery of possession of the Property for occupancy by one other than the Owner whether by contract for deed, lease, or otherwise; provided, however, if illness of the Owner should make it impossible for the Owner to properly care for the Property, then the Owner may rent or lease the Property upon written consent of the Taylor County Local Housing Partnership.

2. Paragraph 3 of this agreement regarding transfer of the subject property shall not apply to a transfer from the Owner to the Owner's spouse; but if transferred to an Owner's spouse, the agreements contained herein shall run

with title to the land and thereafter, be applicable to any transfer made by the transferee's spouse; the time period for reimbursement to the County as set forth herein shall be computed from the date of this agreement.

3. Paragraph 3 of this agreement does not apply to funds used for doing rehabilitation or emergency repair projects whose total cost is less than One Thousand Dollars (\$1,000.00).
4. Owner understands and agrees that this agreement shall be recorded in the office of the Clerk of the Circuit Court in and for Taylor County, Florida.
5. The owner understands and agrees that this instrument shall place a lien upon owner's property described hereinabove and this agreement shall be binding upon the heirs, devisees, successors and assigns of the owner. The owner also understands that in the event the owner submitted fraudulent income amounts in order to qualify for this assistance, the owner will repay 100% of the funds provided under this agreement.
6. This agreement shall not be released by written instrument of the county at an earlier date, this agreement shall automatically expire five (5) years from date hereof and no further claim shall be made hereunder. This section does not apply to owners who submitted fraudulent incomes in order to qualify for this assistance.

This note is to be construed and enforced according to the laws of the State of Florida, and is secured by mortgage on real estate of even date herewith.

If default be made in the payment of any said sums or interest or in the performance of any agreements contained herein or in the said mortgage, and if such default is not made good within 90 days, then, at the option of the holder of the same, the principal sum then remaining unpaid with accrued interest shall immediately become due and notice, time being the essence of this contract, and said principal sum and said accrued interest shall both bear interest at the maximum rate per annum allowed by law, from such time until paid.

Each maker and endorser waives presentment, protest, notice of protest and notice of dishonor and agrees to pay all costs, including reasonable attorneys' fees, whether suit be brought or not, if counsel shall after maturity of this note or default hereunder or under said mortgage, be employed to collect this note or to protect the security thereof.

Documentary tax has been paid and proper stamps have been affixed to the Mortgage.

Timothy Wayne Harrell

Maker's Address: 3710 Wash Davis Road, Perry, Florida



Taylor County
DEPARTMENT OF GRANTS ADMINISTRATION
401 Industrial Park Drive
Perry, FL 32347

July 11, 2014

Timothy Wayne Harrell
3460 Harrison Blue Rd. Lot 34
Perry, FL 32347

Re: Down Payment Assistance Award

Dear Mr. Harrell:

Congratulations! This letter is to certify that the Taylor County SHIP office c/o Government Services Group, Inc. has reviewed your household income and assets. According to the income and assets information provided, you have been approved to receive homebuyer assistance in purchasing a home. You are eligible to receive up to **\$7,000.00** (*Seven Thousand and 00/100 Dollars*) in the form of a deferred loan for closing costs and/or down payment. Please note that your **monthly mortgage payment shall not exceed \$783.23** (*Seven Hundred Eighty Three and 23/100 Dollars*) which is 30% of your monthly income. Upon approval by the Taylor County Board of County Commissioners, the SHIP program will remit the closing cost and if applicable, down payment on your behalf at closing.

Please note, at closing you will be required to execute a promissory note and a five year second mortgage as a condition for receiving SHIP funds. In addition, a repayment agreement will be recorded with the Taylor County Clerk of Courts office that outlines procedures for recapture of the second mortgage if the home is sold or ownership changes. This award is good for up to one (1) year from the date of this letter for you to close on an existing home (home must have been constructed prior to December 31, 2010) and **assistance is contingent upon the availability of SHIP funds.**

Again, congratulations and I look forward to working with you. If you have any questions or concerns, please feel free to contact me at (352) 381-1975.

Sincerely,


James F Moseley
Project Manager

Certificate of Completion

This certifies that

TIMOTHY HARRELL

has completed all the requirements for the completion of our

Homebuyer Education Course

with a cumulative score of

93.75%

SS#:052920130 Registered On:7/15/2014

TO CHECK THE VALIDITY OF THIS CERTIFICATE AND TO VERIFY SCORES, VISIT
WWW.HOMEBUYERFUNDS.COM/ONLINE_HOMEBUYER_EDUCATION.HTM

OFFERED BY:
**HOMEBUYER[™]
FUNDS**