#### SUGGESTED AGENDA

#### Amended

### TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS PERRY, FLORIDA TUESDAY, SEPTEMBER 16, 2014 5:00 P.M.

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

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

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

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

BIDS/PUBLIC HEARINGS:

- 4. THE BOARD TO RECEIVE BIDS, SET FOR THIS DATE AT 6:00 P.M., OR AS SOON THEREAFTER AS POSSIBLE, FOR CONSTRUCTION OF WILLIAMS FISH CAMP (MANDALAY BOAT RAMP).
- 5. THE BOARD TO RECEIVE BIDS, SET FOR THIS DATE AT 6:05 P.M., OR AS SOON THEREAFTER AS POSSIBLE, FOR CONSTRUCTION OF ROBERTS AMAN RD WIDENING/RESURFACING.

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

#### CONSENT ITEMS:

- 6. APPROVAL OF MINUTES OF August 4, 8, 19, 2014. (COPIES PROVIDED BY E-MAIL)
- 7. EXAMINATION AND APPROVAL OF INVOICES.
- 8. THE BOARD TO ADOPT THE PERSONNEL POLICIES MANUAL AS PRESENTED AND DISCUSSED AT THE BOARD'S REGULAR WORKSHOP ON AUGUST 26, 2014, AS SUBMITTED BY MARCELLA BRIDIER, HR DIRECTOR.
- 9. THE BOARD TO APPROVE THE STATE HOUSING INITIATIVE PARTNERSHIP (SHIP) ANNUAL REPORTS, ANNUAL REPORT CERTIFICATION, AND CERTIFICATION OF REGULATORY REFORM IMPLEMENTATION, AS AGENDAED BY MELODY COX, GRANTS DIRECTOR.
- 10. THE BOARD TO CONSIDER APPROVAL OF AN ANNUAL CONTRACT WITH NORTH CENTRAL FLORIDA REGIONAL PLANNING COUNCIL (NCFRPC) FOR PLANNING SERVICES, AS AGENDAED BY DANNY GRINER, BUILDING DIRECTOR.
- 11. THE BOARD TO REVIEW AND CONSIDER APPROVAL OF THE COUNTY'S LOCAL MITIGATION PROJECT ANNUAL PROGRESS REPORT, AS AGENDAED BY STEVE SPRADLEY, EMERGENCY MANAGEMENT DIRECTOR.

PUBLIC REQUESTS:

- 12. CITIZEN JOHN BERG TO SPEAK REGARDING OPERATING GOLF CARTS AT NIGHT IN STEINHATCHEE.
- 13. CITIZEN MEG INFIORATI AND OTHERS TO ADDRESS THE BOARD TO PRESENT FOR THE BOARD'S CONSIDERATION A PROCLAMATION AND MOU DECLARING TAYLOR COUNTY AS A FLORIDA PADDLING TRAIL BLUEWAY COMMUNITY.
- 14. THE BOARD TO APPROVE A RESOLUTION RECOGNIZING SEPTEMBER 28 THROUGH OCTOBER 4, 2014, AS CHILDHOOD CANCER AWARENESS WEEK IN TAYLOR COUNTY, AS REQUESTED BY STEVEN FIRESTEIN, VOLUNTEER DIRECTOR, AMERICAN CANCER FUND FOR CHILDREN, INC., AS AGENDAED BY THE COUNTY ADMINISTRATOR.

#### CONSTITUTIONAL OFFICERS/OTHER GOVERNMENTAL UNITS:

- 15. THE BOARD TO APPOINT ONE MEMBER OUT OF THREE APPLICATIONS TO THE BIG BEND WATER AUTHORITY BOARD, AS AGENDAED BY MARK REBLIN, GENERAL MANAGER.
- 16. TAX DEEDS ADDED TO LIST OF LANDS AVAILABLE FOR TAXES. (INFORMATIONAL ONLY FROM CLERK)

#### COUNTY STAFF ITEMS:

- 17. THE BOARD TO CONSIDER APPROVAL OF THE TAYLOR COUNTY E911 MAINTENANCE RURAL COUNTY GRANT APPLICATION (FALL SCHEDULE), AS AGENDAED BY LT. CHRIS FOLSOM, E911 COORDINATOR.
- 18. THE BOARD TO REVIEW AND APPROVE THE FLORIDA DEPARTMENT OF TRANSPORTATION SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT (JPA)#431357-1-94-15 AND RESOLUTION FOR THE AIRPORT MASTER PLAN AND AIRPORT LAYOUT PLAN PROJECT AT PERRY FOLEY AIRPORT, AS AGENDAED BY MELODY COX, GRANTS DIRECTOR.
- 19. THE BOARD TO CONSIDER APPROVAL OF THE BID COMMITTEE'S RECOMMENDATION TO SELECT GOVERNMENT SERVICES GROUP (GSG) TO PROVIDE SHIP PROGRAM ADMINISTRATIVE AND INSPECTION SERVICES AND TO APPROVE THE CONTRACT FOR STATE HOUSING INITIATIVE PARTNERSHIP (SHIP) PROGRAM ADMINISTRATIVE SERVICES WITH GSG, AS AGENDAED BY MELODY COX, GRANTS DIRECTOR.
- 20. THE BOARD TO APPROVE WORK WRITE-UP BID FORMS AND INVITATION TO BID FOR SIX PROPOSED SHIP PROGRAM RECIPIENTS, AS AGENDAED BY MELODY COX, GRANTS DIRECTOR.
- 21. THE BOARD TO CONSIDER APPROVING FUNDING FOR THE LOCAL IN-TOWN SHUTTLE 100% FOR RIDERS FROM THE PERIOD OF MONDAY, DECEMBER 15, 2014, TO FRIDAY, JANUARY 2, 2015, AS AGENDAED BY MELODY COX, GRANTS DIRECTOR.
- 22. THE BOARD TO CONSIDER APPROVAL OF SATISFACTION OF REPAYMENT AGREEMENT FOR MACILLA BAILEY WHO RECEIVED REHABILITATION ASSISTANCE THROUGH THE SHIP PROGRAM

JUNE 2, 2009, AS AGENDAED BY MELODY COX, GRANTS DIRECTOR.

- 23. THE BOARD TO CONSIDER APPROVAL OF EMS COUNTY GRANT APPLICATION, RESOLUTION, AND REQUEST FOR GRANT FUND DISTRIBUTION TO BE SUBMITTED TO THE FLORIDA DEPARTMENT OF HEALTH EMS COUNTY GRANT PROGRAM ON BEHALF OF DOCTORS' MEMORIAL HOSPITAL (DMH) EMS, AS AGENDAED BY MELODY COX, GRANTS DIRECTOR.
- 24. THE BOARD TO CONSIDER APPROVAL OF A CONTRACT FOR LIBRARY IT TECHNICIAN SERVICES, AS AGENDAED BY LINDA HAWKINS, LIBRARY MANAGER.
- 24A. THE BOARD TO REVIEW AND CONSIDER A CHANGE TO THE INTERLOCAL AGREEMENT WITH THREE RIVERS REGIONAL LIBRARY SYSTEM, AS AGENDAED BY LINDA HAWKINS, LIBRARY MANAGER.
- 25. THE BOARD TO ADOPT THE FINAL PAY PLAN AND CLASSIFICATION STUDY CONTRACTED THROUGH CODY AND ASSOCIATES AS PRESENTED AND DISCUSSED AT THE REGULAR WORKSHOP ON AUGUST 26, 2014, AND DIRECT STAFF TO MAKE NECESSARY CHANGES TO JOB DESCRIPTIONS, AS AGENDAED BY MARCELLA BRIDIER, HR DIRECTOR.

#### GENERAL BUSINESS:

26. THE BOARD TO CONSIDER TASKING THE COUNTY ATTORNEY TO DRAFT AN ORDINANCE AND NOTICE FOR THE PROPOSED (AND PREVIOUSLY APPROVED) TAX ABATEMENT INCENTIVE FOR PROJECT FREEDOM, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

#### COUNTY ADMINISTRATOR ITEMS:

- 27. THE BOARD TO REVIEW AND CONSIDER ACTION ON A QUOTE FOR CATASTROPHIC INMATE MEDICAL INSURANCE FROM HUNT INSURANCE GROUP LLC/WILLIS, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
- 28. THE BOARD TO CONSIDER ACCEPTING COUNSEL'S AND STAFF'S OPINION REGARDING SETBACK ENFORCEMENT FOR NON-CONFORMING LOTS IN THE STEINHATCHEE ANCIENT OAKS SUBDIVISION AND DIRECT STAFF TO RESEARCH AND RECOMMEND

IMPROVEMENTS TO THE COUNTY'S LAND DEVELOPMENT CODE, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

- 28A. THE BOARD TO DISCUSS CONTRACT FOR COMMERCIAL SOLID WASTE FRANCHISE RENEWAL AND GIVE GUIDANCE TO STAFF REGARDING NEGOTIATIONS, AS AGENDAED BY COUNTY ADMINISTRATOR.
- 29. THE COUNTY ADMINISTRATOR TO DISCUSS INFORMATIONAL ITEMS.

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

BOARD INFORMATIONAL ITEMS:

Motion to Adjourn

FOR YOUR INFORMATION:

• THE AGENDA AND ASSOCIATED DOCUMENTATION, <u>IF APPLICABLE</u>, IS AVAILABLE TO THE PUBLIC ON THE FOLLOWING WEBSITE:

www.taylorcountygov.com

- IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS ANY ACCOMODATION IN ORDER TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST TO YOU, TO THE PROVISION OF CERTAIN ASSISTANCE. PLEASE CONTACT 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.

## **Cindy Mock**

FYI

From: Brent Burford Sent: Monday, August 11, 2014 2:44 PM To: Perry Newspapers Classifieds (<u>classifieds@perrynewspapers.com</u>) Cc: Kenneth Dudley Subject: Please Advertise Williams Fish Camp Landing (Mandalay Boat Ramp)

Please advertise the follow in the Wednesday edition for the dates of August 13th & 20th.

## **INVITATION TO BID**

The Taylor County Board of County Commissioners is soliciting sealed proposals for construction of the *Williams Fish Camp Landing (Mandalay Boat Ramp)*.

Qualified firms or individuals desiring to provide the required products or services must submit <u>five (5)</u> packages in a sealed envelope or similar package marked "<u>Sealed Proposal for Williams Fish Camp Landing</u> <u>(Mandalay Boat Ramp)</u>" to the Clerk of Court, 1<sup>st</sup> Floor Courthouse, 108 North Jefferson Street, Suite 102, Perry, Florida 32347, to arrive no later than <u>4:00 P.M.</u>, local time, on <u>September 12, 2014</u>. All Proposals <u>MUST</u> have the respondent's name and mailing address clearly shown on the outside of the envelope or package when submitted. Proposals will be opened and respondents announced at <u>6:00 P.M.</u> local time, or as soon thereafter as practical, on <u>September 16, 2014</u>, in the Taylor County Administrative Complex, 201 East Green Street, Perry, Florida 32347.

RFP information **MUST** be obtained from the Clerk of Court, 1st. Floor Courthouse, 108 North Jefferson Street, Suite 102, Perry, Florida 32347, (850) 838-3506, for a \$50.00 non-refundable fee. RFP information may be reviewed on-line at <u>http://www.taylorcountygov.com/Bids/Index.htm</u>.

A Pre-Bid Conference will be held at 10:00 a.m. on September 3, 2014, at the Administrative Complex located at 201 East Green Street, Perry, Florida 32347. Bidders are encouraged to attend.

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

Additional information may be obtained from: Taylor County Engineering Department 201 East Green Street Perry, FL 32347 ę.,

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

Thank You, Brent Burford Taylor County Board of County Commissioners 201 E. Green Street Perry, FL 32347 Telephone: (850) 838-3500 ext. 105 Fax: (850) 838-3501 engineer@taylorcountygov.com

## **Cindy Mock**

From: Sent: To: Subject: Brent Burford <engineer@taylorcountygov.com> Monday, August 11, 2014 2:40 PM gknowles@taylorclerk.com; Cindy Mock FW: Please Advertise Roberts Aman

FYI

From: Brent Burford Sent: Monday, August 11, 2014 2:44 PM To: Perry Newspapers Classifieds (<u>classifieds@perrynewspapers.com</u>) Cc: Kenneth Dudley Subject: Please Advertise Roberts Aman

Please advertise the follow in the Wednesday edition for the dates of August 13th & 20th.

## **INVITATION TO BID**

The Taylor County Board of County Commissioners is soliciting sealed proposals for construction of the *Roberts Aman Road Widening/Resurfacing Project*.

Qualified firms or individuals desiring to provide the required products or services must submit <u>five (5)</u> packages in a sealed envelope or similar package marked <u>"Sealed Proposal for Roberts Aman Road</u> <u>Widening/Resurfacing Project</u>" to the Clerk of Court, 1<sup>st</sup> Floor Courthouse, 108 North Jefferson Street, Suite 102, Perry, Florida, to arrive no later than <u>4:00 P.M.</u>, local time, on <u>September 12, 2014</u>. All Proposals <u>MUST</u> have the respondent's name and mailing address clearly shown on the outside of the envelope or package when submitted. Proposals will be opened and respondents announced at <u>6:05 P.M.</u> local time, or as soon thereafter as practical, on <u>September 16, 2014</u>, in the Taylor County Administrative Complex, 201 East Green Street, Perry, Florida 32347.

RFP information <u>MUST</u> be obtained from the Clerk of Court, 1st. Floor Courthouse, 108 North Jefferson Street, Suite 102, Perry, Florida 32347, (850) 838-3506, for a \$50.00 non-refundable fee. RFP information may be reviewed on-line at <u>www.taylorcountygov.com/bids/index.htm</u>.

A Pre-Bid Conference will be held at 11:30 a.m. on Wednesday, September 3, 2014, at the Administrative Complex located at 201 East Green Street, Perry, Florida 32347.

The County reserves the right, in its sole and absolute discretion, to reject any or all Proposals, to cancel or withdraw this solicitation at any time and waive any irregularities in the RFP process. The County reserves the right to award any contract to the respondent which it deems to offer the best overall service; therefore, the County is not bound to award any contract(s) based on the lowest quoted price. The County, in its sole and absolute discretion, also reserves the right to waive any minor defects in the process and to accept the proposal deemed to be in the County's best interest. The County, in its sole and absolute discretion, also reserves the right to assign a local business preference in an amount of five (5) percent of the proposal price pursuant to Taylor County ordinance No. 2003-12. No faxed Proposals will be accepted.

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

## **Brent Burford**

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Taylor County Board of County Commissioners201 E. Green StreetPerry, FL 32347Telephone: (850) 838-3500 ext. 105Fax:(850) 838-3501engineer@taylorcountygov.com

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TA	YLOR COUNTY BOARD OF COMMISSIONERS
	County Commission Agenda Item
SUBJECT/TITLE:	THE BOARD TO ADOPT THE FINAL PERSONNEL POLICIES MANUAL AS PRESENTED AND DISCUSSED AT THE REGULAR WORKSHOP ON AUGUST 26, 2014.
MEETING DATE R	EQUESTED: SEPTEMBER 16, 2014
Statement of Issue	THE BOARD DISCUSSED THE PERSONNEL POLICIES MANUAL AT ITS REGULAR WORKSHOP ON AUGUST 26, 2014.
Recommended Ac	tion: ADOPT THE PERSONNEL POLICIES MANUAL
Fiscal Impact:	UNDETERMINED
Budgeted Expense	: N/A
Submitted By:	MARCELLA BRIDIER, HR DIRECTOR
Contact:	MARCELLA BRIDIER
	SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS
History, Facts & Is:	sues:
Options:	NOT ADOPT THE PERSONNEL POLICY MANUAL
Attachments:	THE REFERENCED POLICIES: PUBLIC RECORDS POLICY 2.05; EEOC POLICY 4.01.02; SICK LEAVE POLICY 4.05; SAFETY POLICY 4.06; PAY CLASSIFICATION STUDY 4.08

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## TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

## **Personnel Policies**

Adopted: September 16, 2014 Effective: October 1, 2014 Sunset: None

#### WELCOME

It is my pleasure to welcome you as an employee of Taylor County Government. We hope that you have found the kind of challenging work and organizational philosophy that will enable you to enjoy your career with Taylor County. We are pleased with your selection because you have demonstrated that you are the one best suited to fill the position for which you were hired.

This manual provides answers to some of the most frequently asked employee questions. It is a quick reference to some of the policies and procedures with which you should be familiar. Please read your manual carefully and discuss any questions you might have with your Supervisor or the Office of Human Resources.

The Human Resources Department exists to provide service to your hiring department and to you. In short, your work direction, job counseling, performance evaluation and pay changes come from within your own department, and we provide support and assistance to your department and to you.

Our primary job as County employees is to give prompt, courteous and efficient service to our fellow citizens. As we share in the experience of working together, you will be making an important contribution to the growth and well-being of Taylor County.

I hope that you will take pride in your new job and that you will find your work interesting, satisfying and rewarding.

I wish you every success in your career with Taylor County Government.

Sincerely,

County Administrator

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## SECTION I - AUTHORITY AND ADMINISTRATION

#### DEFINITIONS

#### Work Week

Work Week refers to the number of hours regularly scheduled to be worked during any seven (7) consecutive days - Monday through Sunday.

#### Work Day/Shift

Work Day/Shift refers to the number of hours regularly scheduled to be worked in one 24-hour period.

#### Hours of Work

Hours of Work refers to the number of hours an employee is scheduled to work in any 24-hour period.

#### Working Days

The term "Working Days" generally refers to the 5-day period, Monday through Friday, except where 7-day or 4-day or around-the-clock coverage is required.

#### **Overtime** Pay

Overtime Pay means the compensation paid for the work performed by any non-exempt employee in excess of the standard established by the Fair Labor Standards Act, typically anything over 40 hours per work week.

#### **Regular Employee**

A regular employee is one who is assigned to a budgeted position, has satisfactorily completed his/her period of probation, and is eligible for all benefits and pay increases in accordance with policies and procedures of Taylor County. Regular employees that are eligible for membership in the Florida Retirement System will contribute to the retirement system.

## **Probationary Employee**

A probationary employee is one who does not have regular status - has less than six (6) months continuous service with Taylor County or has been promoted or demoted and is serving a six (6) months probationary period to determine position retention status.

#### Seasonal Employee

A seasonal employee has temporary employment status, normally limited in duration to six (6) months or less, and does not receive any benefits nor is eligible for pay increases.

#### **Regular Part-Time Employee**

A regular part-time employee is one who typically works less than the standard 29 hours or less per work week and if eligible will contribute to the Florida Retirement System.

#### **On-Call Employee**

An on-call employee is one who typically works less than the standard 29 hours or less per work week on an on-call, as needed basis and does not receive any benefits nor is eligible for pay increases.

#### Immediate Family

Immediate family means husband, wife, son, daughter, father, mother, father-in-law, mother-in-law, brother, sister, daughter-in-law, son-in-law, grandfather, grandmother, grandchildren, aunt, uncle, cousin, step-mother, step-father, step-brothers, step-sisters, step-grandchildren and step-children of both the employee and the spouse.

#### May

The word "may" shall be interpreted as permissive.

#### Shall

The word "shall" shall be interpreted as mandatory.

#### **Continuous Service**

This is service credit which determines eligibility for employee benefits such as vacations, leaves of absence, etc. If a regular employee works for Taylor County, then resigns in good standing and returns within 30 days, a continuous service will be reflected upon the recommendation of the responsible supervisor and department director with approval of the County Administrator.

## Termination or Leave of Absence Dates

When completing the Personnel Change Form the effective date of a termination (voluntary, involuntary, compulsory, or failure to return from an approved leave of absence) shall be the actual date of separation. The start date of a leave of absence shall be the date the employee requests and the County approves. The leave ending date shall be the last day of the authorized leave period. Refer to Section V, for types of leaves of absence.

#### SCOPE

These policies shall apply to and govern all employees and volunteers, where applicable, of Taylor County.

## AUTHORITY FOR ESTABLISHMENT OF POSITIONS

All positions or offices in the County organization, together with rates of pay, are established by the County Administrator and require final approval by the Board of County Commissioners.

## **REQUEST FOR PERSONNEL**

When a position becomes vacant and prior to any posting and/or advertisement of the vacancy, the division director shall review the position, its job description and the need for such a position. Requests for personnel shall be made as far in advance of actual need as circumstances permit.

All job openings will be posted in all departments for five days (5) work-days for non-union exempt positions and for seven (7) work-days for union and/or non-exempt positions prior to filling vacancies in order to allow employees the opportunity to make application for advancement. Volunteers in good standing will be considered internal applicants, as well as all current employees for the Board and any Constitutional Office. All such requests shall be reviewed by the responsible supervisor, department director and the Human Resources Director. Applicants shall be notified when interview selections are scheduled. External job openings will also be posted on the Board's website and on EmployFlorida.com. Reclassifications are not considered vacant positions.

The County Administrator may appoint or promote individuals to vacancies without posting the position if he/she deems it to be in the best interest of the County.

To be eligible to apply for a posted position, the employee must meet the minimum hiring specifications for the position, be capable of performing the essential functions of the job, with or without a reasonable accommodation, be an employee in good standing in terms of overall work record as well as discipline. An employee is not required to notify his/her supervisor that they are a finalist for the position.

All applications which meet the minimum qualifications will be reviewed by the appropriate department head for screening.

When hiring an internal applicant, the two departments involved will be responsible for finding an agreeable date when the employee may begin the new job. In the event the two departments cannot agree on a date, the County's Human Resources Director will decide when the employee will start working in the new position.

## **REQUEST FOR NEW POSITIONS**

The requesting department shall provide the following recommendations and supporting data to the Human Resources Director:

#### A. Recommendations

- 1. Position title
- 2. Job Description
- 3. Reporting relationship
- 4. Calculated budget implications (FICA, Fed, worker comp, FRS, etc.)

#### B. Supporting Data

- Physical location of workspace for the position;
- Support furniture/computer/equipment/vehicle requested or available;
- 3. Justification statement to reflect increased efficiency, productivity, cost savings, or more effective and responsive service; and
- 4. Source of funds for recurring salary and benefits.

## ADMINISTRATIVE AND APPOINTIVE AUTHORITY

With the exception of appointments reserved to the Board of County Commissioners, general authority and responsibility for personnel administration is vested in the County Administrator. Final authority in personnel matters is reserved for the County Administrator with regard to all matters and subjects covered by these policies. However, if a conflict arises between the authority contained with the County Administrator and these policies, the Board of County Commissioners will vote on the matter.

## ADMINISTRATION OF PERSONNEL POLICIES

Administration of these rules and policies shall be the responsibility of the County Administrator. Supervisory personnel shall be responsible for the effective administration of these rules and policies within their respective departments.

## AUTHORITY FOR VARIANCE FROM POLICY

Department directors and other responsible supervisors shall have the right to request, in writing, a variance from these policies when individual circumstances so justify. This request shall be submitted to the County Administrator through the Human Resources Director. All variances require the approval of the Board of County Commissioners.

## CHANGES/AMENDMENTS TO PERSONNEL POLICIES

Specific paragraphs or portions of Personnel Policies are changed by the Board of County Commissioners as amendments/additions are needed. These changes are distributed to all department directors, responsible supervisors and others who have need for copies of the policies.

## ACCOUNTING RESPONSIBILITIES

Department directors and other supervisory personnel are responsible for submitting complete and accurate attendance records for employees within their respective operations. Such records constitute the basis for preparation of departmental payrolls, and will be preserved in Human Resources for future auditing purposes as needed or required.

The Human Resources Director is responsible for monitoring the compliance of departments with the requirements and policies established by the official job classification and pay plan, as well as departmental conformity with the established policies and rules governing wages, hours of work and working conditions.

#### PERSONNEL RECORDS

The Office of Human Resources maintains a permanent record of your employment with the County. An additional file may be held in your department. Your personnel file contains your complete employment history, such as salary, advancements, promotions, commendations and reprimands and other pertinent

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information. Employees should be aware of keeping their personnel file current. The Office of Human Resources should be notified promptly of any changes of address, phone numbers or the person(s) to notify in case of emergency. This is the employee's responsibility and failure to do so may result in disciplinary action. The Office of Human Resources should also be advised of any special education classes or training courses completed. Copies of diplomas or certificates should be forwarded to become part of the permanent file. Such information is valuable when seeking a promotion in the service of Taylor County.

An employee has the right to review his/her file. If an employee believes information contained in his file is erroneous, he may file a written rebuttal of what he believes to be erroneous information.

Taylor County Board of Commissioners complies with Chapter 119 of the Florida Statutes as it relates to the personnel records of its employees. Personnel files are generally public records as defined under the Florida Statutes, Section 119, and can, with certain exceptions, be inspected and examined by any person desiring to do so, at any reasonable time, under reasonable conditions, and under supervision by the custodian of the public record or the custodian's designee. See Public Records Policy 2.05, attached.

#### **EMPLOYMENT INQUIRIES**

All inquiries made by outside parties with regard to the employment history of current and former employees, concerning, but not limited to, general reputation, character, personal characteristics, performance ability, attendance, dates of employment, employment verifications or salary shall be directed to the Office of Human Resources for response. Under no circumstances shall any information be released except through the Office of Human Resources. Improper release by unauthorized personnel of such information may subject the employee to disciplinary action.

## SECTION II

## UNIFORMS

Employees in certain jobs where uniforms are required may be furnished uniforms at no cost to the employee. Uniforms may not be used for recreation or off duty purposes. Employees must return all uniforms when they terminate employment before the final paycheck will be processed.

## Prohibited Wear of Uniforms

All personnel are prohibited from off-duty wearing of any full or partial uniform that includes the Department patch, logo, or badge at any time or under any circumstances that would reflect negatively on the County. Examples of such situations include, but are not limited to, the following:

- While at any establishment that is primarily in the business of serving alcoholic beverages, such as bars, night clubs, lounges, etc. Restaurants that serve alcohol secondary to food service are not included.
- While at any establishment which presents "adult entertainment".
- While consuming alcoholic beverages, or while intoxicated or under the influence of alcohol or illegal drugs.
- While conducting personal business off-duty (this does not include incidental stops between work and home).

#### RETIREMENT

Employees are provided with a retirement plan through the Florida Retirement System with contributions being paid by Taylor County and its employees. The amount of retirement received by individuals is determined by their rate of compensation, years of creditable service, age at time of retirement, and/or type of plan. Visit www.MyFRS.com for specifics.

#### HOLIDAYS

The following eleven (11) days are the holidays for all employees of Taylor County:

- 1. The first of January New Year's Day
- 2. The third Monday of January Martin Luther King Jr.'s Birthday
- 3. The Friday before Easter -Good Friday
- 4. The last Monday of May Memorial Day
- 5. The Fourth of July Independence Day
- 6. The first Monday of September Labor Day
- 7. November 11th Veterans Day
- 8. The fourth Thursday of November Thanksgiving
- 9. The Friday after Thanksgiving Thanksgiving Friday
- 10. The twenty-fourth of December Christmas Eve
- 11. The twenty-fifth of December Christmas Day
- 12. Personal Day Employee's request & supervisor's approval (must be taken as an entire day, cannot be broken up). Personal Day is accrued every fiscal year on October 1<sup>st</sup>.

Holidays must be taken as they occur. Accumulation of holidays will not be allowed. If, in the opinion of the department director or responsible supervisor, it becomes necessary for an employee to work on a scheduled holiday, he/she shall authorize holiday pay for the employee. If the holiday falls on the normal day off of a shift employee, he/she shall be paid holiday pay at his/her straight time rate. Holidays which fall on a Saturday will normally be observed on the preceding Friday; and, holidays which fall on a Sunday will normally be observed on the following Monday except as specifically noted above. In order for an employee to receive holiday pay, he/she must have worked the scheduled workday preceding the holiday and the scheduled workday following the holiday, unless the employee has received PRIOR written approval to be off on these days.

## ANNUAL LEAVE

Each employee shall accumulate annual leave with pay at the rates shown in the schedule below. Annual leave may be taken after one year of employment with the Department director's prior approval. Annual leave does not accumulate while on leave without pay unless required otherwise by local, State and/or Federal Law. Part-time, temporary, seasonal or voluntary employees are not eligible for this benefit. Annual leave, personal day, holiday pay and sick leave will not be counted as "time worked" for the purpose of computing overtime pay.

Annual Leave Accrual for 40 Hour per Week Non-Exempt Employees

1 to 2 years	40 hours
3 to 7 years	80 hours
8 to 12 years	120 hours
13 to 19 years	160 hours
20+ years	200 hours

Annual Leave Accrual for 56 Hour per Week Employee

1 to 2 years	2.5	(24 hr. shifts)
3 to 7 years	5	(24 hr. shifts)
8 to 12 years	7	(24 hr. shifts)
13 to 19 years	9.5	(24 hr. shifts)
20+ years	12	(24 hr. shifts)

Annual Leave Accrual for Exempt Positions

1 to 2 years	80 hours
3 to 7 years	120 hours
8 to 12 years	160 hours
13+ years	200 hours

Annual leave credit may be accumulated to a maximum of 480 hours. Amounts of annual leave in excess of 480 hours shall be lost unless utilized by the annual anniversary hire date or an approved deferral is received in writing in advance. Leave shall normally be granted in accordance with the preference of the employee if and when, in the opinion of the supervisor, it will not be detrimental to departmental operations.

- A. Employees in regular positions will be eligible for payment of accumulated annual leave in cases of separation from employment with Taylor County by voluntary resignation, involuntary reduction in force or occupational disability. An employee involuntarily terminated from employment shall forfeit payment of any accumulated annual leave. An employee with less than one year service is NOT eligible for annual leave pay upon separation.
- B. Annual leave pay may be used to supplement absence on account of sickness or injury in the event accumulated sick leave is not sufficient to cover the length of sickness or injury.
- C. In the event of an employee's death, his/her county life insurance beneficiary shall be paid for accumulated annual leave not to exceed the maximum number of hours allowed in cases of separation from employment.
- D. Employees must exhaust all annual leave and sick leave and personal day leave prior to requesting leave without pay.
- E. Holidays which occur during the period selected by the employee for his/her annual leave shall not be charged against such annual leave. However, the holiday will be charged against holiday leave regularly due the employee.

- F. The period selected by the employee for his/her annual leave must have the prior approval of the responsible supervisor.
- G. All supervisory personnel shall make every effort to provide their respective employees with the opportunity to take their accumulated annual leave at least once a year to remove themselves from the work atmosphere for relaxation and rest in order to return to their jobs refreshed and ready to perform at their maximum efficiency.
- H. During FMLA (Family Medical Leave Act) leave, sick leave and annual/vacation leave and the personal day leave will be utilized until exhausted; the remainder of the FMLA leave will be leave without pay.

#### SICK LEAVE

Employees shall be granted a sick leave allowance in accordance with hours worked:

40 hours per week = 8 hours per month = 96 hours per year 56 hours per week = 10.50 hours per month = 126 hours per year

Sick leave does not accumulate while on leave without pay unless required otherwise by local, State and/or Federal Law. Sick leave will not be counted as "hours worked" for the purpose of computing overtime pay. Part-time, temporary, seasonal or voluntary employees are not eligible for this benefit.

Sick leave is to be used for employee's illness or illness of employee's spouse, children or a parent in which the employee is needed to provide care (limited to 3 consecutive work days for spouse, children or parents).

## Medical or dental appointments

Employees must make a reasonable effort to schedule medical or dental appointments at times that have the least interference with the workday. Employees are expected to return to work when possible and should communicate closely with their supervisor concerning extended absences during a work day.

## Submission of proof may be required

- A. Employees who are absent three or more consecutive scheduled working days due to employee's illness or illness of employee's spouse, children or a parent may be required by the responsible supervisor to submit a physician's statement.
- B. Responsible supervisors are authorized to make any investigation of benefits claimed under this rule which they deem necessary and to disapprove any claims not properly substantiated.
- C. An employee who terminates employment with Taylor County shall forfeit all unused sick leave unless their date of hire precedes 1998. Employees who had sick leave accumulated prior to January 1, 1999 will be paid according to Sick Leave Policy 4.05 Adopted by the Board of County Commissioners on 05/04/2009, attached.
- D. Thirty minutes is established as a minimal amount of sick leave to be reported.
- E. Frequent claiming of benefits under this rule can provide the basis for the responsible supervisor to determine that the physical condition of the employee is below the necessary standards for the proper performance of his/her duties. Likewise, if reasonable suspicion exists that an employee is malingering or abusing this benefit, the responsible supervisor may require a statement as to the physical condition of the employee. Such abuse of this benefit may result in disciplinary action up to and including termination.
- F. Employees must exhaust all annual leave and sick leave and personal day leave prior to requesting leave without pay.

- F. Sick leave earned will be credited to the employee the last day of each month and shall not be used until accrued.
- G. During FMLA (Family Medical Leave Act) leave, sick leave and annual/vacation leave and personal day leave will be utilized until exhausted; the remainder of the FMLA leave will be unpaid.

#### BEREAVEMENT LEAVE

In the event of a death to a member of an employee's immediate family the employee shall be allowed a maximum of three (3) consecutive work days to attend the funeral without loss in regular pay and such leave is approved by the responsible supervisor. Probationary employees are eligible for this benefit.

#### COURT DUTY

An employee who is legally summoned to serve on a jury during a court trial or subpoenaed to be a witness in a legal proceeding may be permitted absence with pay for the time required for such duty. When excused or relieved from such service, the employee shall report for his/her regular employment, provided, however, that at least three hours remain during his/her regular work day. Any fees paid for such service may be retained by the employee.

#### OCCUPATIONAL DISABILITY

All cases of injury occurring on the job shall be filed for action under the provisions of Workers' Compensation. Any employee temporarily disabled as the result of a job related injury will have their annual, sick and personal day leave run concurrently with FMLA.

An employee may choose to utilize 1/3 day of accrued sick leave or may, in absence of sick leave, use 1/3 day of annual leave for each day he/she is determined, by a physician, as temporarily disabled because of a work-related injury in order to supplement their lost time pay.

#### LEAVE WITHOUT PAY

"Leave without pay" is time off without pay for a period of time appropriate to the circumstances as hereinafter defined, unless otherwise specified.

Health and life insurance benefits may be continued on the employee for the term of the authorized leave if the employee so desires. One hundred percent of the cost of the coverage shall be paid in advance by the employee on leave without pay unless required otherwise by local, State and/or Federal Law.

An employee will not accumulate sick leave while on leave without pay unless required otherwise by local, State and/or Federal Law.

Leave without pay of less than 30 days will not constitute a break in service.

#### A. Eligibility for Leave without Pay

Full-time, regular and part-time regular employees who have completed six months of satisfactory service are eligible to be considered for leave without pay unless otherwise specified.

## B. Application for Leave without Pay

1.

No application for leave without pay will be considered unless it is applied for IN ADVANCE. In all cases, the forms shall be completed at least two weeks prior to leave unless required otherwise by local, State and/or Federal Law; shall specify the type of leave; and, will be signed by the employee to signify his/her understanding and acceptance. No leave without pay request is considered granted unless pre-approved and signed by the responsible Department Director.

## C. Employees returning from a leave without pay must:

No later than two weeks prior to their scheduled date of return, confirm to their responsible

supervisor their date of intended return to active employment. Any request to change their scheduled date of return or intention to resign should be reported as soon as known.

2. Those employees returning from a medical leave of absence must furnish a signed statement from their personal or "treating" physician indicating the employee can resume his/her job duties, whether with or without restrictions, based on the job description of the position occupied.

## D. Employees on leave without pay will be terminated if they have:

- 1. Failed to furnish a true statement of the reason for leave or required official documentation.
- 2. Accepted other employment while on leave, unless a specific request has been applied for and approved in writing.
- 3. Failed to return to work at the expiration of leave.

## TYPES OF LEAVE WITHOUT PAY

#### A. Military Leave

Time off for military duty (Armed Forces and National Guard training) will comply with all Federal and State Statutes.

#### B. Maternity Leave

Maternity leave will comply with all Federal and State Statutes.

## C. Family Medical Leave Pursuant To FMLA

Employees that have worked for the Board for at least twelve (12) months, worked at least 1,250 hours during the preceding twelve (12) months, and who work at a work site where 50 or more employees are employed by Taylor County within 75 miles of that work site, are considered employees eligible for unpaid leave pursuant to the Family Medical Leave Act (hereinafter "FMLA leave"). Eligible employees may take up to twelve (12) weeks of FMLA leave in a twelve (12) month period for the following reasons (Note: Up to twenty six (26) in a 12 month period will be granted for Service member Family Leave):

- a. The birth of a son/daughter of an employee and to care for the child (entitlement to leave for birth of a son or daughter expires 12 months from the date of the birth);
- b. The placement of a child with an employee for adoption or foster care and to care for the newly placed child (entitlement to leave for placement for adoption or foster care of a child expires 12 months from the date of the placement of the child);

NOTE: If both parents work for the County, their combined leave entitlement for this reason is 12 weeks.

- c. In order to care for the employee's spouse, son, daughter, or parent, who has a serious health condition.
- d. A serious health condition which renders the employee unable to perform one or more of the essential functions of the employee's position.
- e. Service member Family Leave. Subject to Section 103 of the FMLA and DOL regulations, an eligible employee who is the spouse, son, daughter, parent or next of kin of a covered service member shall be entitled to a total of 26 workweeks of leave during a 12-month period to care for the covered service member. The single 12-month period begins on the first day the employee takes FMLA leave to care for a covered service member and ends 12 months after that date.

- f. Up to 12 weeks of leave for certain qualifying exigencies arising out of a covered military member's active duty status, or notification of an impending call or order to active duty status, in support of a contingency operation
- NOTE: In addition to the limitation on leave for the birth/placement of a child for adoption or foster care, if both husband and wife work for the County, their combined leave for Service member Family Leave is limited to 26 workweeks during a single 12-month period.

The twelve (12) month period in which eligible employees may take twelve (12) weeks of FMLA leave will be calculated in the following manner: A rolling twelve month period measured backward from the date an employee uses any FMLA leave, such that each time an employee takes FMLA leave the remaining leave entitlement would be any balance of the 12 weeks which has not been used during the immediately preceding 12 months.

Son, daughter, and/or child means a biological child, adopted child, foster child, stepchild, legal ward, or a child of a person standing in loco parentis, who is (a) under 18 years of age; or (b) 18 years of age or older and incapable of self-care because of a mental or physical disability.

A "serious health condition" means an illness, injury, impairment, or physical or mental condition that involves either: (1) in-patient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity (for purposes of this policy, defined to mean the inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment therefore, or recovery there from), or any subsequent treatment in connection with in-patient care; or (2) continuing treatment by a health care provider as defined under applicable law.

Serious Injury or Illness: For purposes of Service member Family Leave only, in the case of a member of the Armed Forces, including a member of the National Guard or Reserves, means an injury or illness incurred by the member in the line of duty on active duty in the Armed Forces that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating.

## Intermittent or Reduced Hours FMLA Leave

In the case of FMLA leave for a serious health condition, the leave may be taken intermittently or on a reduced hour's basis, only if such leave is medically necessary.

If intermittent or reduced hours FMLA leave is required, the County may, in its sole discretion, temporarily transfer the employee to another job for which the employee is qualified with equivalent pay and benefits that better accommodates that type of leave. Transfer to an alternative position may include altering an existing job to better accommodate the employee's need for intermittent or reduced scheduled FMLA leave.

Employees needing intermittent FMLA leave or leave on a reduced leave schedule must attempt to schedule their leave so as not to disrupt the County's operations.

#### Verification

The County will require that an employee's FMLA leave to care for the employee's seriously ill spouse, son, daughter, or parent, or due to the employee's own serious health condition that makes the employee unable to perform one or more of the essential functions of employee's position, be supported by a certification issued by the health care provider of the employee or the employee's ill family member. Certifications supporting Service member Family Leave must state that the service member suffers a serious injury as defined herein.

#### Active Duty Certification:

Certification establishing an entitlement to qualifying exigency leave is required to be provided in a timely manner. Failure to provide timely certification will result in a denial of Family Medical Leave, characterization of the leave as unscheduled and may be the basis for discipline.

In accordance with Department of Labor (DOL) regulations, the County may request at the County's expense a second, or if necessary, a third health care provider's opinion for FMLA leave taken because of a serious health condition. The County may also require subsequent recertification from the employee's health care provider in accordance with DOL regulations.

#### Spouses

If both spouses work for the County, the combined leave shall not exceed twelve (12) weeks in a twelve (12) month period if the FMLA leave is taken:

- a. for birth of the employee's son or daughter or to care for the child after birth;
- b. for placement of a child with the employee for adoption or foster care, or to care for the child after placement; or
- c. to care for the employee's parent with a serious health condition.

## Health Insurance Premiums & Other Benefits

During FMLA leave, the County will continue to pay its portion of the health insurance premiums and maintain the employee's coverage under the health plan in the same manner as if the employee had been continuously employed during the entire leave period, provided the employee continues to pay his or her share of the premiums.

Should the employee fail to continue to pay his or her share of the premium, notices of proposed insurance cancellation and the opportunity to pay the premium will be provided before the cancellation.

Employees on FMLA will be advised in advance of any changes in premiums so they will have ample opportunity to make arrangements to continue to pay their share of the premiums during the FMLA leave.

If the employee does not return to work after the expiration of the FMLA leave, the employee will be required to reimburse the County for its portion of health insurance premiums paid during the unpaid portion of the FMLA leave, as permitted by law. To avoid required reimbursement, appropriate certification from a health care provider may be required if the employee does not return to work because of a serious health condition.

Moreover, dental/life insurance will remain in effect during the FMLA leave provided the employee continues to pay his or her share of the premiums. If the employee does not return to work after the expiration of the FMLA leave, the employee will be required to reimburse the County for its portion of the dental/life insurance premiums paid during the unpaid portion of the FMLA leave, as permitted by law. To avoid required reimbursement, appropriate certification from a health care provider may be required if the employee does not return to work because of a serious health condition.

#### <u>Accrual</u>

During FMLA leave, the FMLA does not require accrual of employment benefits, such as vacation pay, sick days, seniority, etc. Accordingly, during FMLA leave, accrual of benefits and seniority shall be on the same basis as for any other unpaid leave of absence. Employment benefits to which an employee may be entitled on the day on which the FMLA leave begins or thereafter will not be lost because of FMLA leave, except for those paid leave days substituted for

unpaid FMLA leave taken under this policy. Upon return from FMLA leave, employees are entitled to any changes in benefit plans not dependent upon seniority or accrual during the leave period.

## FMLA Leave Relationship to Paid Leave

- a. Employees will be required to substitute, without limitation and in the following order, sick leave, personal day and vacation time for an equivalent and equal portion to their FMLA leave time.
- b. Under paragraph "a" above, paid leave and the FMLA leave will run concurrently.
- c. Leave covered by workers' compensation or short-term disability payments will run concurrently with FMLA leave when the reason for the leave is covered by the FMLA.

#### Return from FMLA Leave

With the exception of certain key employees, those who return to work from FMLA leave on the business day following the expiration of the leave are entitled to return to their job or an equivalent position with equivalent benefits, pay, and other terms and conditions of employment.

## Notice to Human Resources Office

An employee must provide to the Human Resources Office at least thirty (30) days advance notice before FMLA leave is to begin if the need for the leave is foreseeable based on an expected birth, placement for adoption or foster care, or planned medical treatment for a serious health condition of the employee or of a family member. If 30 days' notice is not practicable, such as because of a lack of knowledge of approximately when leave will be required to begin, a change in circumstances, or a medical emergency, notice must be given as soon as practicable.

NOTE: An employee forfeits the protections provided in this policy if he or she does not give notice of the reason for the leave within two (2) days after his or her return to work. The employee's time away could be counted as unscheduled under the County's attendance policy and, the absence will not be counted as FMLA leave in such case.

## Counting Absence as FMLA Leave

To the extent permitted by law, in the event an absence is for a reason covered by the FMLA, the County reserves the right to count it as FMLA leave, whether the employee has applied for FMLA leave or not.

## Medical Evidence upon Return to Work

Except during the course of approved intermittent or reduced hours FMLA leave, when FMLA leave is taken due to the employee's own serious health condition, the County may obtain certification from the employee's health care provider that the employee is able to resume work before the employee will be allowed to return to work. Such certification will be job related and consistent with business necessity. The County will consider any reasonable accommodations to an ongoing condition as required by law.

#### Outside Employment during Leave

Outside or supplemental employment is generally prohibited during paid and/or unpaid Family and Medical Leave. Exceptions may be granted on a case-by-case basis but must be approved by the County Administrator.

#### Failure to Cooperate

If an employee fails to provide required information to the County, the employee may have his/her FMLA leave delayed or denied, and as permitted by law, be subject to discipline, up to and including discharge.

## D. Domestic Violence Leave Policy

#### Background and Eligibility

Taylor County has adopted this Domestic Violence Leave Policy to comply with the requirements of Florida law. This policy shall be deemed amended as the law may be from time to time, to remain consistent with Florida law. The definition of "domestic violence", "family or household member" or "victim" as well as all other relevant terms shall be as stated in section 741.313, Florida Statutes.

County employees are permitted to request and take up to 3 working days of unpaid leave from work in any 12-month period if the employee or a family or household member of the employee is the victim of domestic violence or sexual violence.

An employee seeking leave under this policy must, before receiving the leave, exhaust all annual or vacation leave, personal day and sick leave, if applicable, that is available to the employee before taking unpaid leave.

In order to be eligible for leave under this policy, the employee must have worked for Taylor County for at least three (3) calendar months and must establish a need for leave as outlined under section 741.313, Florida Statutes.

The twelve (12) month period in which eligible employees may take three (3) days of Domestic Violence leave will be calculated in the following manner: A rolling twelve month period measured backward from the date an employee uses any Domestic Violence leave, such that each time an employee takes Domestic Violence leave the remaining leave entitlement would be any balance of the 3 days which has not been used during the immediately preceding 12 months. Additionally, domestic violence leave and FMLA leave will run concurrently if the employee is eligible to take FMLA leave as a result of a qualifying domestic violence incident.

## Requests for Leave, Documentation, and Confidentiality

An employee must provide prior notice when possible of the need for domestic violence leave, except in cases of imminent danger to the health or safety of the employee or to an employee's family or household member. The request must also be accompanied with sufficient documentation of the act of domestic violence. The documentation may include copies of police reports, restraining orders, legal papers to be filed with the court, orders to appear in court, or any other documentation to establish the need for domestic violence leave as set out in this policy. All information regarding an employee's domestic violence leave will be kept confidential and exempt from disclosure by Taylor County, and will only be disclosed when permitted or required by law and/or court order.

## **CONFIDENTIAL POLICY (HIPAA)**

In the performance of their duties and responsibilities, certain employees may have access to and be involved with discussing confidential medical information. It is the obligation of such employees to maintain confidentiality of this information at all times, both at work and off duty. Any unauthorized disclosure of confidential medical information may result in disciplinary action, up to and including termination.

## HEALTH BENEFIT MEASUREMENT PERIOD

- A. Measurement Period
  - 1. <u>Initial Measurement Period</u>

Our organization has established an initial Measurement Period of six months for all new hires where the work schedule of the individual is either variable or unknown. The average number of hours worked per week will be reviewed from the date of hire to the end of the first six months of employment to determine eligibility for organization provided health benefits.

### 2. <u>Standard Measurement Period</u>

Our Standard Measurement Period will be for a 12-month beginning on October 15 of each year and ending on October 14 of the following year. The average number of hours worked per week for each part time employee will be reviewed during this time to determine eligibility for organization-provided health benefits.

## B. Administrative Period

1. <u>Initial Administrative Period</u>

Our Initial Administrative Period begins immediately following the Initial Measurement Period and extends until the last day of the first month following the employee's seven month anniversary. During this Initial Administrative Period, those part-time employees having completed the Initial Measurement Period will be notified of their eligibility for organization provided health benefits. An opportunity to enroll in the organization provided health benefits and additional information will be provided to eligible employees, including:

- coverage options available to them under the organization's plan
- coverage cost
- term of such coverage or the "Initial Stability Period"
- enrollment documents

#### 2. <u>Standard Administrative Period</u>

Our Standard Administrative Period begins on October 15 and ends on December 31 of each year. Part time employees will be notified of their new or continued eligibility for organization provided health benefits during this time. Additionally, those employees who are newly eligible for organization provided health benefits will be provided the opportunity to enroll and given additional information, including:

- coverage options available to them under the organization's plan
- coverage cost
- term of such coverage or the "Standard Stability Period"
- enrollment documents

#### C. Stability Period

If an employee chooses to enroll in the organization provided health plan, coverage is guaranteed during the Stability Period no matter how many hours are worked so long as the individual remains an employee.

#### 1. <u>Initial Stability Period</u>

Our Initial Stability Period begins on the first day following the end of the Initial Administration Period and extends for six consecutive calendar months. An employee whose Initial Measurement Period overlaps with the Standard Measurement Period for ongoing employees will be included in the Standard Measurement Period as well.

#### 2. <u>Standard Stability Period</u>

Our Standard Stability Period is one year in length and begins on January 1 and ends on December 31.

#### **Example**

An employee begins work on December 3, 2013. The Initial Measurement Period begins on December 3, 2013 and ends on June 3, 2014. The Initial Administration Period begins on June 4, 2014 and ends on July 31, 2014. If eligible, coverage begins on August 1, 2014 and is guaranteed through January 31, 2015.

The Standard Measurement Period begin on October 15, 2013 and ends on October 14, 2014. The new hire above whose hire date is December 3, 2013 is included in the Standard Measurement Period for the

time of their employment during the Standard Measurement Period (December 3, 2013 through October 14, 2014.) The Standard Administration Period begins on October 15, 2014 and ends on December 31, 2014. If eligible, the new hire would be extended the opportunity to continue coverage on January 1, 2015 under the Standard Stability Period guaranteeing coverage through December 31, 2015 no matter how many hours are worked so long as the individual remains employed.

(Note: The Standard Measurement Period and Standard Administrative Period policies are written for plan years that begin on January 1. If your organization has a plan year that is different than January 1 through December 31, choose a Standard Measurement Period date that begins 9½ months prior to the start of the plan year and a Standard Administrative Period that begins immediately following your Standard Measurement Period and ends on the day before your plan year begins.)

#### Employee Assistance Program (EAP)

EAP is available for employees and their immediate family members. The EAP provides up to five (5) assessment sessions for short term problem resolution counseling for family, emotional, marital and other personal problems at no cost. Additionally, the EAP counselors provide professional referrals when therapy is needed for mental health and substance abuse treatment benefits. Use of the EAP on a voluntary basis is entirely confidential, and is disclosed only on a need to know basis and as permitted by local, state, and federal law.

## SECTION III - EMPLOYMENT INFORMATION AND REQUIREMENTS

## STANDARDS OF CONDUCT AND ETHICS

Employees of Taylor County are goodwill ambassadors, and such status involves a degree of duty and obligation regarding public and private conduct which is not common to many other classes of employment. The attitude and behavior of a County employee should at all times be such as to promote goodwill and a favorable attitude of the public toward the County's administration and its programs and policies. Each employee shall conduct himself/herself in a manner which could not be construed to be in conflict of this interest. Employees who fail to comply with the County's standards of conduct may be disciplined up to and including termination. No employee shall engage in criminal, infamous, dishonest, immoral or other conduct injurious or prejudicial to the County.

All Taylor County employees must abide by a code of ethical and professional communications with peers, supervisors, employees, vendors and the public. Such communication enhances human worth and dignity by fostering truthfulness, fairness, responsibility, personal integrity, and respect for self and for others. As such, the following rules must be followed when communicating with anyone:

- A. Avoid argumentative tones and comments. Employees should state their position clearly and factually in a normal tone, allowing the other individual an opportunity to share her or his position, and inviting open discussion regarding both such positions.
- B. Honesty is always required. It is critical that employees never engage in deceit, exaggeration, or express dishonesty when dealing with other individuals. While some communications may be extremely difficult to have, employees are always expected to convey them in a candid, but respectful, manner.
- C. Respect issues of confidentiality. Employees of Taylor County will be faced with topics of great confidentiality at times and, as such, must avoid sharing any such information with anyone not needing to know the confidential information as part of their duties with Taylor County.

GIFTS: No employee may either solicit or accept anything of value, including a gift, loan, and reward, promise of future employment, favor or service that is based on any understanding that the vote, official action or judgment of the official would be influenced by such a gift. All employees are encouraged not to accept gifts, no matter how small, to avoid appearance of impropriety.

UNAUTHORIZED COMPENSATION: No employee or spouse or minor children may accept compensation, payment or anything of value which, with the exercise of reasonable care, is known or should be known to have been given to influence the vote or official action of such officer or employee.

DOING BUSINESS WITH ONE'S AGENCY: No employee who is empowered with the authority to purchase on behalf of the County in his/her official capacity may directly or indirectly purchase, rent, or lease any realty, goods or services from a business entity in which the employee, his/her spouse or children is an officer, partner, director, or proprietor, or in which the employee, his/her spouse, or children (or any combination of them) owns a material interest. No employee, acting in a private capacity, may rent, lease, or sell any realty, goods or services to the County or any of its agencies, except as provided in Florida Statute, Section 112.311.

MISUSE OF PUBLIC POSITION: No employee may use or attempt to use his official position or any property or resource within his trust, or perform his official duties to obtain special privilege, benefit, or exemption for himself or others.

DISCLOSURE OR USE OF CERTAIN INFORMATION: No employee may disclose or use information not available to the general public that is gained by reason of his/her public position for his personal benefit or the benefit of others. In addition to the above, all provisions of Florida Statute, Section 112, Code of Ethics for Public Officers and Employees, shall apply to County employees.

#### PERSONAL APPEARANCE

It shall be the responsibility of all employees to represent Taylor County to the public in a manner which shall be courteous, efficient, and helpful. Taylor County employees should always be well-groomed and dressed in a manner suitable for the public service environment and to reflect favorably Taylor County's image. The employee's Supervisor will discuss the subject of personal appearance with the employee if it is felt it does not positively reflect the image of Taylor County.

## SAMENESS VS. CONSISTENCY POLICY

The Organization strives to ensure fair treatment of all employees. It is the best interest of our Organization to ensure that disciplinary and corrective actions are prompt, consistent and impartial and most importantly, correct the problem, prevent recurrence and prepare the employee for satisfactory service in the future.

It is important that employees realize that the same infraction committed by different employees holding different positions may, at times, result in different corrective action procedures. It is the responsibility of our managers and human resource team to review the totality of events, including the tenure, performance record, and previous unrelated infractions of the individual(s) involved to ensure that the corrective action or termination decision is reasonable and appropriate for the offense.

Here's an example of why the same corrective action for the same infraction is not appropriate. Consider three employees that each fall asleep while they are on duty. One is a Fiscal Assistant, the second is the Receptionist and the third is an employee that is responsible for regularly operating a motor vehicle. When the Fiscal Assistant is caught sleeping on the job, a verbal warning may be appropriate. When the Receptionist falls asleep at the front desk, a final written warning may be issued instead because of the role's public nature. But falling asleep while operating the Organization vehicle would result in immediate termination, without warning, for the third employee because of the obvious safety concerns. The circumstances surrounding the infraction determine the appropriate level of discipline more than the infraction itself.

The goal is to administer corrective actions in a manner that best serves our Organization and results in satisfactory performance.

### **EMPLOYEE ORIENTATION**

Upon employment, the Office of Human Resources shall furnish a copy of this manual to each new employee for use as a general guide to policies, procedures, benefits and organizational structure of Taylor County. With receipt of the manual, each employee is required to sign an acknowledgement stating that he/she understands and will abide by all policies and procedures.

## WORK SHIFT ASSIGNMENTS

When employed, each employee is assigned a work shift in accordance with the particular operational requirements of his/her Department. Any changes to those shifts, except where specially noted otherwise, shall be at the sole discretion of management. A minimum 24-hour notice will normally be given in order to allow the employee to make the necessary personal arrangements.

#### AUTHORITY FOR ABSENCE

No employee shall be absent from his/her regularly scheduled duties except by authority of his/her immediate supervisor. Employees absent due to reasons beyond their control will be responsible for explaining their absence to their immediate supervisor prior to the beginning of their shift, if at all possible. Failure to notify the department in advance may result in the employee being absent without Leave resulting in disciplinary action and loss of pay for the missed time. If the immediate supervisor is unavailable, the employee may leave a message with a designated department representative stating the reason for being late or being unable to report for work. Voicemail and answering machine messages/emails may only be used if approved by the division director. If an absence continues beyond one day, the employee is responsible for calling in each day. Employees who are out on workers' compensation and/or

family and medical leave will make arrangements with their supervisor to check in periodically based on the supervisor's needs.

An employee who is absent without authorization or notification is subject to disciplinary action, including possible termination. Three days of absence without proper notification or authorization shall constitute job abandonment. Refer to Section VII Paragraph D – Compulsory Resignation

In cases where an extended absence or illness is expected, the immediate supervisor shall have the authority to modify the above daily reporting requirements. Except in cases of leave incident to vacation, occupational disability, illness, jury duty, military training, maternity or academic, all absences in excess of one week must be PREAPPROVED by the Department Director.

#### DRIVING RECORDS

Driving records of employees required to drive in performance of duties are subject to be periodically reviewed. Should this review identify an unfavorable record, it may result in the employee being transferred to a non-driving position or being terminated. Employees are required to notify their Department Director immediately if their Florida driver's license is no longer VALID and must also immediately stop driving both their personal vehicle and county vehicles for any job-related reason.

#### SECONDARY EMPLOYMENT

Employees shall not, directly or indirectly, engage in any outside employment or financial interest which may conflict with the best interests of the County or interfere with the employee's ability to perform the assigned County job. Examples include, but are not limited to, outside employment which:

- Prevents the employee from being available for work beyond normal working hours, such as emergencies or peak work periods, when such availability is a regular part of the employee's job.
- Is conducted during the employee's work hours
- Utilizes county telephones, computers, supplies or any other resources, facilities or equipment
- Is employed with a firm that has contracts with or does business with the County; or
- May reasonably be perceived by members of the public as a conflict of interest or otherwise discredits public service.

Employees of Taylor County must consult with their supervisors prior to accepting secondary employment. Such work shall be regarded as having a lower priority than the requirements of the employee's regular employment with Taylor County and must not interfere with or impede the performance of work responsibilities for the County. The secondary employment cannot adversely affect the impartial, objective and efficient performance of assigned duties. Nor can the secondary employment create a conflict of interest with employment by Taylor County. An employee's failure to disclose secondary employment may be grounds for dismissal. Final permission for secondary employment must be obtained from the Department Director.

## CONTACT WITH NEWS MEDIA

The Public Information Officer, County Administrator, or their designee shall be responsible for all official contacts with the news media during working hours, including answering questions from the media.

## SECTION IV - COMPENSATION PLAN

## SALARY AND WAGE SCHEDULE

The salaries of employees of Taylor County shall be on the basis of grade schedules prescribed in the Pay Classification Study adopted by the Board. Each job title is placed into a classification, based on job qualifications, level of responsibility, difficulty, working conditions, skill, hazard, and amount of supervision required for the specific job title. The pay plan includes a wage and salary schedule with a pay range assigned to each job description. Each pay range has a minimum and maximum salary amount. See Pay Classification Study 4.08, adopted by the Board of County Commissioners on 09/16/2014, attached.

Employees shall be paid within the limits of the wage and salary schedule to which their positions are assigned.

It is our policy to comply with the salary basis requirements of all existing wage laws. Therefore, we prohibit all supervisory employees from making any improper deductions from employees who are exempt from federal and/or state overtime pay requirements. If you believe that an improper deduction has been made to your salary, you should immediately report this information to your direct supervisor, or to Human Resources. Reports of improper deductions will be promptly investigated. If it is determined that an improper deduction has occurred, you will be promptly reimbursed for any improper deduction made.

Pay increases are contingent on satisfactory performance. If an employee's performance is consistently unsatisfactory, the director may recommend deferring a scheduled pay increase for a stipulated period of time or until the employee's job performance is satisfactory.

#### ANNUAL EVALUATION

Employees shall be evaluated on his/her overall performance annually in conjunction with the employee's anniversary date *of their current position*. Salary increases will be computed on the basis of a percentage determined annually and in accordance with the merit evaluation program adopted by the Board of County Commissioners. Pay increases may be awarded in a <u>one-time</u> lump sum payment and not added to the employee's base pay.

Employees who are transferred and/or promoted shall be placed on 6 months' probation. Their anniversary date for annual merit increases will reflect the effective date in their new position.

## ENTRANCE PAY RATE

The pay rate at time of appointment to any position shall be the minimum for the position grade. Compensation at higher rates may be considered when experience, skill, training or conditions of the labor market justify such action. The County Administrator, upon recommendation of the responsible Department Director, is authorized to make salary offers up to the midpoint of the position grade.

## PAY RATES AFTER LEAVE OF ABSENCE RECALL OR REINSTATEMENT

When an employee returns to duty in the same or comparable position after a leave of absence, recall or reinstatement, he/she shall receive the rate in the grade schedule corresponding to the rate received at the time of departure, or a higher rate if the range for the position has been upgraded due to a cost-of-living increase, general increase or position re-evaluation. Pay rates for reinstated employees shall be treated in the same manner as a new hire. Consideration for a higher grade or rate shall be given if the qualifications of the employee have been increased. He/she shall be paid that rate for at least the length of time normally required for consideration of a merit increase. The time served at the rate immediately preceding his/her departure shall be taken into consideration when determining his/her next merit review date.

## RATE OF PAY ON PROMOTION

When an employee is promoted to a position with a higher grade schedule, the employee shall receive a salary increase at the discretion of management, however at least to the minimum rate of the new pay grade.

## **RATE OF PAY ON DEMOTION**

When an employee is demoted to a position with a lower pay grade schedule, the employee's new salary rate shall not exceed the maximum rate established for the lower pay grade.

#### RATE OF PAY ON TRANSFER

Employees transferred to another position in the same job classification or to a different position with the same pay grade shall not be eligible for a pay increase. Employees transferred to another position in a lower job classification or pay grade shall be handled in accordance with the policy established for Demotions.

## RATE OF PAY ON RECLASSIFICATION

When a position is reclassified to a higher class or grade, adjustments to salary shall be handled in the same manner as Promotions. When a reclassification results in assignment to a lower class or grade, adjustment shall be made in accordance with the rules for Demotions.

#### OTHER INCREASES

Cost-of-living/general increases may be recommended by the County Administrator for the Board of County Commissioners approval when appropriate. Such increases may result in the pay grade ranges (minimum/maximum) being adjusted. The employee's merit cycles shall not be affected by these adjustments.

### OVERTIME WORK AND PAY

Overtime work will be performed only with prior approval of the responsible supervisor and department director to the extent necessary to meet essential operation requirements or for an emergency operation.

The responsible supervisor shall maintain accurate records of all overtime worked and justification for same. The Human Resources Director shall have the responsibility to monitor the overtime reported and to investigate any unusually large amounts.

Employees may be required to work overtime, or work on days off, in order to meet special situations, emergencies or demands. Employees may be asked to volunteer for overtime to accomplish non-emergency requirements. Employees of Taylor County serving the public are expected to work the extra hours when required. Employees who refuse to work overtime may be subject to disciplinary action.

Employees are eligible for overtime pay in accordance with the Fair Labor Standards Act (FLSA). Pay for working holidays will be at one and one-half times regular pay.

Overtime will only be paid for time worked. Sick time, holiday pay, personal day and annual leave will not be counted when computing overtime pay.

#### CALL OUT PAY

Call out pay is paid with 4 hours *minimum* (or for the actual hours worked that exceed 4 hours) for any work that is unscheduled and requires an immediate response by an employee. Call out pay occurs any time BEFORE or AFTER the "normally scheduled operating hours" for any given day for the department. Call out pay will be paid at 1.5 times the regular rate for Monday – Saturday. Call out pay will be paid at 2.0 times the regular rate on Sundays. Call out pay is overtime pay for the employee regardless of how many or how few hours the employee actually worked in one work week.

#### Additionally:

All County Employees are essential to the organization and are the most important part of the County's service delivery system. During times of disaster, critical services provided by the County must continue to be provided during disasters to insure to the best of our ability that the public is protected. County employees who are designated by their respective department directors to perform their assigned duties to insure that critical services are continuously offered during and immediately after disasters are issued a County Employee Identification Card for access to the emergency operations center as an Essential

Worker.

During a "declared local state of emergency" the County Administrator shall have the authority to excuse certain personnel from responding to work and shall have the authority to authorize non-exempt and exempt personnel to work their regularly scheduled work hours and in excess of their regularly scheduled work hours.

Compensation status for County employees will be addressed as follows during a "declared local state of emergency":

- Exempt employees that are not eligible for overtime and are required to work such employees will be entitled to time off equal to time worked. This time should be taken within a reasonable period after accrued as long as the request to use the accrued time will not unduly disrupt the operations of the division in providing levels of service of an acceptable quality and quantity.
- Non-exempt employees that are eligible for overtime and are required to work such employees will receive time and one-half for actual hours worked during the "declared state of emergency" irrespective of whether or not the employee's overtime threshold has been met. Once an employee's overtime threshold has been met during a "declared state of local emergency", compensation will be paid for actual hours worked at time and one-half the employee's overtime rate of pay (equivalent to 2.25 times the normal non-overtime wage).
- Exempt or non-exempt employees that did not respond to work such employees will receive their normal pay.
- Employees on PREAPPROVED scheduled annual or sick leave such employees' on vacation and/or sick leave status will not change and they will be charged leave time accordingly.

In order to seek FEMA reimbursement for the time each employee spends working during a "declared local state of emergency", overtime reports must state how many overtime hours are associated with the declared emergency. Additionally, information should be included in the overtime reports that identify whether it was pre-emergency or post emergency work. You may have additional hours that will be reported that are not associated with the "declared local state of emergency". Each division should retain copies of payroll records and overtime reports generated during a declared emergency until such time as you will be requested to provide these records to the appropriate office that will be coordinating FEMA reimbursement.

## SECTION V - POLICY STATEMENTS

The objectives of the Personnel Policies are:

- A. To provide efficient and friendly service at all times to all the citizens of Taylor County.
- B. To attract and retain employees of the highest caliber.
- C. To select employees based on qualifications, knowledge and skill.
- D. To provide training for supervisory personnel which will ensure their ability to lead and motivate their employees in an effective manner.
- E. To provide a pay plan and employee benefits which are fair and competitive.
- F. To provide clean, safe, and pleasant working conditions.
- G. To provide a grievance procedure that will promote prompt and appropriate settlement of employee grievances.
- H. To provide opportunities for employees to increase their skills and job potential through training and educational opportunities.
- I. To promote from within based upon qualifications, performance, knowledge, skills, and potential to handle increased responsibilities.
- J. To encourage the development of individual acceptance of responsibility for the attainment of outstanding public service.

## EQUAL EMPLOYMENT OPPORTUNITY

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

Please see Policy 4.01.02 Equal Employment Opportunity Plan, approved by the Board of County Commissioners on 05/19/2013, attached.

#### RETALIATION

Any person, who reports or participates in an investigation of any type of harassment and/or discrimination, shall be protected from harassment, coercion, intimidation, retaliation, interference, or discrimination for filing a complaint or participating in an investigation. If you believe you have been subjected to retaliation for reporting or participating in an investigation of any type of harassment and/or discrimination, you must file a complaint by following the procedures for reporting harassment and/or discrimination as explained in Policy 4.01.02 Equal Employment Opportunity Plan, approved by the Board of County Commissioners on 05/19/2013, attached.

#### AMERICANS WITH DISABILITIES ACT

Taylor County will provide equal opportunities and a bias free work environment for disabled employees and employment candidates. The County, upon request, will provide reasonable accommodation in

compliance with the Americans with Disabilities Act (ADA).

### ALCOHOL/DRUG ABUSE POLICY

The purpose of this policy is to define Taylor County's position regarding employees whose job performance is adversely affected by alcohol/drug abuse, or engaging in illegal drug activity, as both subjects are addressed in Florida Statute 440 Drug-Free Workplace.

Illegal drug use and/or alcohol abuse, whether on or off the job, may be subject to disciplinary action up to an including termination.

Being under the influence of alcoholic beverages, or possession or being under the influence of illegal drugs<sup>1</sup> on County property or any work site, or while on duty is a serious violation of this policy, and will subject the employee to disciplinary action up to and including termination.

An employee will be required by his or her supervisor to submit to a blood/urine or other test for alcohol or illegal drugs<sup>1</sup> if reasonable suspicion exists to believe the employee is under the influence of alcohol or drugs. Employees who are directed to submit to tests for alcohol or illegal drugs under these circumstances and who test positive, as determined by the County, or refuse or fail to submit to these tests when and as directed, will be subject to immediate termination.

Employees who are convicted or sentenced for on or off the job illegal drug activity will be considered in violation of this policy and subject to termination of employment.

Employees must notify their supervisor when under medically prescribed treatment with a controlled substance that may limit their ability to perform their job. Verification of required medication under these circumstances will be submitted by providing a prescription copy or physician's statement showing medication required and dates of use. Failure to do so will result in appropriate disciplinary action.

### SMOKING POLICY

The use of tobacco products is prohibited in all enclosed indoor workplaces as established by State law and in compliance with the Florida Clean Indoor Act and to protect the health and safety of employees and the general public. Signs prohibiting the use of tobacco products shall be conspicuously posted in every facility and work area, which includes all County owned, leased or rented vehicles and County owned, leased or rented mobile equipment. Smoking of tobacco products shall only occur at a reasonable distance (i.e. 20 feet or more) outside any enclosed area where smoking is prohibited to insure that tobacco smoke does not enter the area through entrances, windows, ventilation systems or any other means. Ashtrays will be made available and maintained in a safe manner in the outdoor designated smoking areas and are to remain in the designated areas at all times.

The use of tobacco, smoking and smoking-alternative products (such as e-cigarettes and similar vapor inhaling products) are not permitted anywhere within the buildings occupied by Taylor County, i.e. in the offices, warehouse, break room, restrooms, hallways, etc. Tobacco, smoking, and smoking-alternative products are also prohibited in any Taylor County owned or leased vehicles.

Complaints of violation of this policy should be directed to the supervisor responsible for the particular work area or facility involved in the complaint. The responsible supervisor shall be charged with notifying the violator of the pertinent portions of this policy, and violator will be subject to disciplinary action.

### SAFETY AND LOSS CONTROL POLICY

Taylor County recognizes the necessity for a safe and healthful work place, through the adherence to sound

<sup>&</sup>lt;sup>1</sup> Any drug which (a) is not legally obtainable; (b) may be legally obtainable but which has not been legally obtained; or (c) is being used in a manner or for purposes other than as prescribed or intended.

safety and health principles. With the assistance of County employees, Taylor County will work to provide a hazard free work environment.

Taylor County will continually strive to improve the guidelines and the published rules; your support in this endeavor is requested through compliance with the rules and by providing suggested improvements.

See Safety Policy 4.06, approved by the Board of County Commissioners on 7/6/2009, attached.

# WORKPLACE VIOLENCE POLICY

Our County maintains a zero tolerance standard of violence in the workplace. The purpose of this policy is to provide all employees with guidelines that will maintain a workplace culture that is free of violence. Threats, either implied or direct, of any kind by an employee, client, vendor, or any other person are prohibited at the County. Such conduct will not be tolerated and will result in prompt and remedial action. An employee who exhibits violent behavior may be subject to criminal prosecution and shall be subject to disciplinary action up to and including dismissal. Violent threats or actions by a non-employee may result in criminal prosecution. The County urges all employees to come forward to the human resource office in the event that they become aware of any type of potential or actual threat or in any situation in which they observe or learn of a conflict within the workplace. An immediate investigation will occur when any such report is made. Retaliation against a person who makes a complaint regarding violent behavior or threats of violence made to such person is also prohibited.

Workplace Violence: Behavior in which an employee, former employee or visitor to a workplace inflicts or threatens to inflict damage to property, serious harm, injury or death to others at the workplace.

Threat: The implication or expression of intent to inflict physical harm or actions that a reasonable person would interpret as a threat to physical safety or property.

Intimidation: Making others afraid or fearful through threatening behavior.

Zero-tolerance: A standard that establishes that any behavior, implied or actual, that violates the policy will not be tolerated.

Court Order: An order by a Court that specifies and/or restricts the behavior of an individual. Court Orders may be issued in matters involving domestic violence, stalking or harassment, among other types of protective orders, including Temporary Restraining Orders.

A. PROHIBITED BEHAVIOR: Violence in the workplace may include, but is not limited to the following list of prohibited behaviors directed at or by a co-worker, supervisor or member of the public:

- 1. Direct threats or physical intimidation
- 2. Implications or suggestions of violence
- 3. Stalking
- 4. Assault of any form
- 5. Physical restraint, confinement
- 6. Dangerous or threatening horseplay
- 7. Loud, disruptive or angry behavior or language that is clearly not part of the typical work environment
- 8. Blatant or intentional disregard for the safety or well-being of others
- 9. Commission of a violent felony or misdemeanor on County property
- 10. Any other act that a reasonable person would perceive as constituting a threat of violence

Domestic Violence, while often originating in the home, can significantly impact workplace

safety and the productivity of victims as well as co-workers. For the purposes of this document, "domestic violence" is defined as abuse committed against an adult or fully emancipated minor. Abuse is the intentional reckless attempt to cause bodily injury, sexual assault, threatening behavior, harassment, or stalking, or making annoying phone calls to a person who is in any of the following relationships:

- Spouse or former spouse
- Domestic partner or former domestic partner
- Cohabitant or former cohabitant and or other household members
- A person with whom the victim is having, or has had, a dating or engagement relationship
- A person with whom the victim has a child

The Organization recognizes that domestic violence may occur in relationships regardless of the marital status, age, race, or sexual orientation of the parties.

- B. REPORTING ACTS OR THREATS OF VIOLENCE: An employee who:
  - 1. Is the victim of violence, or

2. Believes they have been threatened with violence, or

3. Witnesses an act or threat of violence towards anyone else shall take the following steps:

• If an emergency exists and the situation is one of immediate danger, the employee shall contact the local police officials by dialing 9-1-1, and may take whatever emergency steps are available and appropriate to protect himself/herself from immediate harm, such as leaving the area

• If the situation is not one of immediate danger, the employee shall report the incident to the appropriate supervisor or manager as soon as possible and complete the Accident Report.

C. PROCEDURES – FUTURE VIOLENCE: Employees who have reason to believe they, or others, may be victimized by a violent act sometime in the future, at the workplace or as a direct result of their employment with the Organization, shall inform their supervisor by immediately completing an Accident Report so appropriate action may be taken. The supervisor shall inform his/her Department Director or designee, the Director of Human Resources and the local law enforcement officials.

Employees who have signed and filed a restraining order, temporary or permanent, against an individual due to a potential act of violence, who would be in violation of the order by coming near them at work, shall immediately supply a copy of the signed order to their supervisor. The supervisor shall provide copies to the Department Director, the Director of Human Resources and local police.

D. INCIDENT INVESTIGATION: Acts of violence or threats will be investigated immediately in order to protect employees from danger, unnecessary anxiety concerning their welfare, and the loss of productivity. The employee's Department Director will cause to be initiated an investigation into potential violation of work rules/policies. Simultaneously, the Department Director will refer the matter to local police for their review of potential violation of civil and/or criminal law. Procedures for investigating incidents of workplace violence include:

- Visiting the scene of an incident as soon as possible
- Interviewing injured and threatened employees and witnesses
- Examining the workplace for security risk factors associated with the incident, including any reports of inappropriate behavior by the perpetrator

- Determining the cause of the incident
- Taking mitigating action to prevent the incident from recurring.
- Recording the findings and mitigating actions taken

In appropriate circumstances, the Organization will inform the reporting individual of the results of the investigation. To the extent possible, the Organization will maintain the confidentiality of the reporting employee and the investigation but may need to disclose results in appropriate circumstances; for example, in order to protect individual safety. Company will not tolerate retaliation against any employee who reports workplace violence.

E. MITIGATING MEASURES: Incidents which threaten the security of employees shall be mitigated as soon as possible following their discovery. Mitigating actions include:

- Notification of law enforcement authorities when a potential criminal act has occurred
- Provision of emergency medical care in the event of any violent act upon an employee
- Post-event trauma counseling for those employees desiring such assistance
- Assurance that incidents are handled in accordance with this Workplace Violence Policy
- Requesting the Organization's attorney file a restraining order as appropriate

# CONFLICT OF INTEREST POLICY

- A. No employee shall accept gifts, gratuities or loans from organizations, business concerns, or individuals with whom he/she has or may have official relationships on County business. These limitations are not intended to prohibit the acceptance of articles of negligible value which are distributed generally.
- B. No employee shall solicit contributions from another employee for a gift to an employee in any County position nor shall such employee accept a gift presented as a contribution from co-workers. This does not, however, prohibit a voluntary gift of nominal value when made on a special occasion (i.e. birthday, retirement, etc.)
- C. No person seeking appointment to or promotion within the County shall either directly or indirectly give, render or pay any money or other thing of value to any person in connection with an appointment, promotion or proposed appointment or promotion. This prohibition is not intended to prevent payment to a legitimate employment agency.
- D. Employees shall not use or attempt to use their position to secure special privileges or exemptions for themselves or others, except as may be provided by written policy or law.
- E. Employees shall not disclose confidential information gained by reason of their official position, nor shall they otherwise use such information for their personal gain or benefit. Employees are expected to remain mindful of the confidential nature of many aspects of the work of some departments of the County. County Administrator or his/her designee permission is required for release of confidential information.
- F. Employees shall not transact any business in their official capacity with any business entity of which they own any interest unless previously disclosed and approved in writing by the County Administrator or his/her designee.
- G. Employees shall not have personal investments in any enterprise which will create a substantial conflict between their private interest and the public interest.
- H. If an employee of the County is an officer, director, agent or member of, or owns any interest in any firm, corporation, partnership or other business entity which is subject to current proceedings of the County, they shall file a sworn statement to this effect with the County Administrator.

# EMPLOYEES POLITICAL ACTIVITY POLICY

Political action by employees of Taylor County shall be governed by Chapter 104.31 of Florida Statutes. Nothing herein shall be construed to limit or restrict the right or ability of an employee to be involved in political campaigns or other community or political issues during the time an employee is not at work.

### TATTOO POLICY

Employees may not have any lewd or offensive indelible marks or figures (tattoos) visible on any exposed part of the body while wearing the prescribed duty uniform. Tattoos or brands that are extremist, indecent, sexist or racist are prohibited, regardless of location on the body. Extremist tattoos or brands are those affiliated with, depicting or symbolizing extremist philosophies, organizations, or activities; those which advocate racial, gender or ethnic hatred or intolerance; advocate, create or engage in illegal discrimination based on race, color, gender, ethnicity, sexual orientation, religion or national origin; or advocate violence or other unlawful means of depriving individual rights under the U.S. Constitution or federal and state law. Indecent tattoos or brands are those that are grossly offensive to modesty, decency or propriety; shock the moral sense because of their vulgar, filthy or disgusting nature, or tendency to insight lustful though; or tend reasonably to corrupt morals or incite libidinous thoughts. Sexist tattoos or brands are those that advocate a philosophy that degrades or demeans a person based on gender, but that may not meet the same definition of "indecent." Racist tattoos or brands are those that advocate a philosophy that degrades or brands are those that advocate a philosophy that degrades or brands are those that advocate a philosophy that degrades or brands are those that advocate a philosophy that degrades or brands are those that advocate a philosophy that degrades or brands are those that advocate a philosophy that degrades or brands are those that advocate a philosophy that degrades or brands are those that advocate a philosophy that degrades or brands are those that advocate a philosophy that degrades or brands are those that advocate a philosophy that degrades or brands are those that advocate a philosophy that degrades or brands are those that advocate a philosophy that degrades or brands are those that advocate a philosophy that degrades or brands are those that advo

# **RELIGIOUS EXPRESSION POLICY**

The County works diligently to respect the recognized religious beliefs of its entire workforce. As such, it welcomes any requests for accommodations because of recognized beliefs that do not create an undue hardship on the County's ability to properly fulfill its mission. An employee merely needs to codify the request for a religious accommodation and present it to the employees' supervisor or to the human resource department for consideration and corresponding action. Examples of accommodations include using paid leave or leave without pay, allowing an exception to the dress and appearance code which does not impact safety or uniform requirement, or for other aspects of employment.

# EMPLOYMENT REFERENCE PROHIBITION

The County prohibits leaders and employees alike from providing employment reference information to third parties, including prospective employers. Any and all solicitations for reference information should be immediately directed to the human resource office for appropriate management. The human resource office shall only provide a former employee's position title, dates of employment, and whether such employee is eligible to be rehired absent court mandate or a contractual agreement to the contrary. Such policy has been designed to protect both the employees and the County from liability.

# DATING AND FRATERNIZATION POLICY

Non-supervisory employees are permitted to date, develop friendships and form other consensual personal relationships with one another as long as such relationships do not impact their ability to perform at an exceptional level while at work. However, any such relationship that adversely affects the County's spirit of teamwork, productivity, or overall cohesion will be addressed through corrective or disciplinary action. Moreover, any unprofessional workplace behavior that occurs because of personal relationships will not be tolerated and will be addressed accordingly. In contrast, supervisors will not be permitted to engage in dating, sexual or other intimate personal relationships with employees. Actual or perceived favoritism, misuse of authority, and unprofessional behavior may result from such relationships. Any such relationships should be promptly reported to the human resource department for appropriate management. Nothing in this policy is intended to infringe upon employees' rights to engage in protected concerted activity.

### DISTRACTED DRIVER POLICY

The County supplies employees with cell phones or other personal data devices for business purposes. Research indicates that phone calling, texting or emailing using a cell phone or other device while driving is dangerous, and may even approach the equivalent danger of driving while drunk. We recognize that

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other distractions occur while driving, however, curbing the use of cell phones, and personal data devices during driving, is one way to minimize the risk of accidents.

Therefore, the County prohibits employees from using County provided cell phones to text or email while driving either a County or personal vehicle. Cell phone usage while driving is restricted to usage only when operated in a hands free mode. Further, personal cell phones or personal devices are restricted in the same manner while driving a County vehicle or when using a personal vehicle for County business.

This prohibition of cell phone or similar device use while driving includes receiving or placing calls, text messaging, surfing the internet, receiving or responding to email, checking for phone messages, or any other purpose related to your employment, the County, the customers, vendors, volunteer activities, meetings, or civic responsibilities performed for or attended in the name of the County, or any other County related activities not named here while driving.

All employees are required to stop their vehicle in a safe location to use a cell phone or data device.

Employees who violate this policy will be subject to disciplinary actions, up to and including employment termination.

### NEPOTISM POLICY

To ensure fairness and the best interest of Taylor County, immediate family will not be employed in any position where:

- 1. One relative would have the authority to supervise, appoint, remove, discipline or evaluate the performance of the other.
- 2. One relative would be responsible for auditing the work of the other.
- 3. Other circumstances exists which would place the relatives in a situation of actual or reasonably foreseeable conflict between the County's interest and their own.

### STATEMENT ON GENERAL LAW

Any State, Federal or local issues which become law will be enforced and/or administered according to provisions of the act.

# SECTION VI - POSITION CLASSIFICATION PLAN

# PROMOTIONS

- A. It is the policy of the County to provide employees the opportunity for advancement by promoting from within whenever possible. Promotions to more responsible positions shall be based on demonstrated performance, a cooperative attitude, education, experience and special qualifications.
- B. Pay increases shall be approved in accordance with "Rate of Pay on Promotion", Section IV, COMPENSATION PLAN.
- C. Announcements of position vacancies shall be made as they occur. Employees who have attained regular status and desire advancement to higher level positions are encouraged to submit an application for the position. All job openings will be posted in all departments for five days (5) work-days for non-union exempt positions and for seven (7) work-days for union and/or non-exempt positions prior to filling vacancies in order to allow employees the opportunity to make application for advancement. All such requests shall be reviewed by the responsible supervisor, department director and the Human Resources Director. Applicants shall be notified when interview selections are scheduled.

# DEMOTIONS

- A. Employees may be demoted to positions in lower classifications upon recommendation of the responsible supervisor and department director with approval of the County Administrator on the following grounds:
  - 1. Employees who are promoted will serve a six (6) months probationary period. If the employee is unsuccessful, he/she may be demoted to another position or be subject to termination.
  - 2. Due to lack of work, or abolishment of a position. The employee involved is eligible to receive preferential consideration relative to transfer to his/her former position or another for which he/she is qualified.
  - 3. If an employee is not satisfactorily performing the duties assigned to their position.

# TRANSFERS

An employee may, with the approval of the responsible supervisor, department director and the County Administrator, be transferred as follows:

- A. To another Department in the same position classification;
- B. During the budget preparation cycle, from initial submission until approval, all transfers may be frozen;
- C. Lateral Transfers Employees transferred to another position in the same job classification or to a different position with the same pay grade shall NOT be eligible for a pay increase. Lateral transfers shall not affect an employee's annual performance review date which will remain the date of hire.
- D. Employees that transfer to a different position classification will be required to serve at least a six months probationary period in the new position classification.

Notices of position vacancies are posted to afford employees the opportunity to request transfers to another Department. Management reserves the right to consider only those transfers which are of mutual benefit. In such cases, the written requests, including reasons for the transfer, must be reviewed by the responsible supervisor(s), department director(s) concerned and the Human Resources Director. The position vacancies will be conspicuously posted by all Departments to assure all employees an opportunity to consider the vacancy. All pertinent information relative to the position will be stated in the posting.

# CLASSIFICATIONS OR RECLASSIFICATIONS

- A. All positions are subject to reclassification. All requests shall be submitted to the Human Resources Director for review, recommendation for approval/disapproval by the County Administrator, and processing. Such requests shall be submitted in the same manner as the "Request for New Positions", Section II, "AUTHORITY AND ADMINISTRATION".
- B. Positions may be reclassified with or without a change in pay grade; conversely, a pay grade may be changed with or without a change in classification.
- C. When a position is reclassified to a job classification with a higher pay grade (significant increase in job requirements/ job difficulty), such change shall be processed in accordance with "Rate of Pay on Promotion", Section IV "COMPENSATION PLAN".
- D. When a position is downgraded, it will result from a determination by the responsible supervisor and department director that the position has been improperly graded. An adjustment in salary rate due to downgrading of a position shall be made in accordance with the rules for Demotions and approved by the County Administrator.

# **REDUCTION IN FORCE (RIF)**

In the unlikely event that it becomes necessary to have a reduction in force, employees will be selected for reduction taking into account the following factors on an equal basis:

- A. Knowledge, skill and ability of the employee.
- B. Overall performance record, including attendance.
- C. Seniority.

# LEAVING COUNTY EMPLOYMENT

# RESIGNATION

Should it become necessary for you to resign your position with Taylor County, we ask that you submit a letter of resignation to your supervisor at least 2 weeks prior to the date of your resignation. The requested two week resignation notification may be waived and the resignation accepted immediately.

### EXIT INTERVIEW

In our continuing efforts to provide the best possible work environment and the best possible service to our citizens, the County welcomes employee feedback. You are encouraged to participate in our voluntary exit interview program. An exit interview is eligible paid time that you may coordinate with your appropriate supervisor. Please call our Human Resources Office to arrange an appointment prior to leaving County employment.

### FINAL PAYCHECK

When you leave County employment on your own volition, your final payout paycheck will include payment of the eligible annual leave time. Payment for damaged or lost uniforms, equipment, tools, etc., will be deducted from the employee's final paycheck up to the applicable minimum wage. Notification of damaged or lost property must be submitted in writing by the Department Director. Final payout checks will be distributed during the first normal bi-weekly pay period FOLLOWING the final pay period that the employee worked.

In the event of an employee's death, the final check will be made payable to the surviving employee's family estate. In the event of death of an employee, the designated legal heir(s) will be paid for the total hours of accrued annual leave and will be required to provide legal verification of status before such compensation will be provided.

# **SECTION VII - DISCIPLINE**

# DISCIPLINARY PROCEDURES

There are certain standards of common honesty, behavior, and job performance that Taylor County expects of its employees. Employees are expected to adhere to these standards as a good citizen and as a good employee. If an employee should, however, engage in misconduct which violates policies of Taylor County, and/or is detrimental to the working atmosphere which Taylor County wishes to provide for its employees and citizens, then disciplinary action may be imposed. Such action may include disciplinary counseling, warning, suspension and/or discharge.

All employees are expected to exercise good judgment, loyalty, common sense, dedication, and courtesy in the performance of their duties. The primary mission of every employee is to provide courteous, orderly, efficient, and economic delivery of services to the citizens of Taylor County.

Acts, errors, or omissions which discredit public service or impair the provision of orderly services to the citizens of Taylor County may result in discipline, including termination.

The following are examples of the types of behavior that may result in discipline, including termination:

- 1. Drinking alcohol or the abuse of non-prescription or prescription drugs or other controlled substances on the job, or arriving on the job under the influence of or while in possession of alcohol, drugs, or other controlled substances;
- 2. Insubordination;
- 3. Absence from work without first notifying and securing permission from the supervisor;
- 4. Habitual absences or tardiness for any reason;
- 5. Unsatisfactory job performance;
- 6. Conviction of a felony or a misdemeanor involving moral turpitude;
- 7. Acceptance of fees, gratuities, or other valuable items in the performance of the employee's official duties for the Board;
- 8. Inability, refusal, or failure to perform the duties of the assigned job;
- 9. Threatening citizens, co-workers or supervisors with violence;
- 10. Violation of duties, safety rules, or rules imposed by this Manual or by any other Board rule, regulation, or administrative order;
- 11. Failure to return required Family and Medical Leave Act forms;
- 12. Failure to attend mandatory training;
- 13. Using or disclosing protected health information in the violation of Taylor County's Privacy Policy regarding the Health Insurance Portability and Accountability Act or otherwise violating the Privacy Policy.

This list is not all-inclusive, but only serves as a general guide. Employees may be disciplined for other reasons not stated above. Employment remains at will despite this list.

The Division Director has full discretion and authority to approve disciplinary actions short of suspension, demotion and termination. Employees are not entitled to prior notice before disciplinary action is taken. The County Administrator or the employee shall be free to terminate the employment relationship at any time, for any reason. No complaint can be filed regarding a termination decision. Employment remains at will at all times and there is to be no expectation of continued employment.

In the event that discipline is necessary, the goal will be to follow progressive disciplinary actions. The following types of disciplinary actions may be used:

# A. Verbal Counseling

Verbal counseling sessions may take place between employees and supervisor's in situations that are deemed less serious in nature. Every effort to determine and resolve the cause of the problem should be made by the employee. At the same time, however, it should be specifically stated that the employee is receiving a formal warning. Copies of all verbal counseling should be distributed as follows: one copy to the employee, one original to the Human Resources Department for inclusion in the employee's permanent file; and one copy maintained in the departmental file.

# B. Written Counseling

Written counseling sessions take place between supervisor and an employee when the behavior of the employee is a repeated violation and verbal counseling has been administered; hinders the progress of the department in which the employee works; or hampers the progress of the County. Copies of all written warnings should be distributed as follows: one copy to the employee, one original to the Human Resources Department for inclusion in the employee's permanent file; and one copy maintained in the departmental file.

Signing a written counseling or any other disciplinary document is only intended to confirm receipt and does not constitute an admission that the employee agrees with the action taken. Refusing to sign a written counseling or any other disciplinary document may result in further discipline action up to and including termination. Employees can submit a rebuttal within five business days to the office of Human Resources and this will be inserted into their personnel file.

# C. Suspensions

Suspension, or release from duty, is a more severe action that may be used to continue investigations and/or for constructive improvement. Suspensions are issued when it is determined that a second warning would not suffice or that an initial incident is too severe for a warning yet not sufficiently severe for dismissal.

A responsible Supervisor with concurrence of their department director may, for disciplinary purposes, recommend suspension without pay any employee under their supervision for a period of up to three (3) days with the approval of the County Administrator. The County Administrator must approve all recommended suspensions. A written statement specifically setting forth reasons for and the length of time of such suspension shall be maintained in his/her permanent personnel file in the Office of Human Resources.

# D. Compulsory Resignation

An employee, who, without valid reason, fails to report to work for three days without authorized leave, shall be separated from the payroll and reported as a compulsory resignation. Reemployment of such an employee is at the discretion of the County Administrator.

# E. Dismissal during Probationary Period

Any time during the probationary period, the responsible supervisor, with concurrence of their department director and approval of the County Administrator, may terminate an employee if, in their opinion, the working test period indicates that such an employee is unable or unwilling to perform the duties of the position satisfactorily or that his or her behavior or lack of dependability do not merit continuing his/her employment.

# F. Demotions

If at any time during the course of employment, it is determined by the responsible supervisor that an employee is not satisfactorily performing the duties of their assigned position, but not considered sufficient for termination, the responsible supervisor with concurrence of the department director and approval of the County Administrator may demote an employee to a position of a different classification and wage schedule.

# G. Dismissal of Non-Probationary Employees

An employee's employment may be recommended for termination after other disciplinary measures have failed, when an employee's poor work performance shows no substantial improvement despite attempts by the department director and/or supervisor to resolve the problem with the employee, when a first-time incident occurs that is extremely serious, or when an employee's actions irrevocably frustrate the relationship of the employee with management (including, but not limited to theft, fraud, gross insubordination, etc.). An employee may be recommended for termination at any time regardless to any progressive steps if he or she commits an offense for which, in management's judgment, the employee's continued presence would be contrary to the well-being of the County or its employees. The Human Resources Department must be consulted in all cases of discipline or potential dismissal. The Human Resources Department will advise the respective department of the best way to manage the particular situation, including documentation requirements and advice on notice requirements.

The decision of the County Administrator will be final and binding upon the non-probationary employee, and will not be subject to any further appeals.

# PROCUREMENT AND INVOLUNTARY SEPARATION

The County limits the ability to take tangible employment action, including the authority to hire and involuntarily separate employees, to the County Administrator, Human Resources Director and Department Head positions. No other individual within the County is empowered to take such express actions.

# SECTION VIII - EMPLOYEE COMPLAINTS AND GRIEVANCES

# **GRIEVANCE PROCEDURES**

Management is interested in hearing and settling any work-related problems employees may have. When an employee receives discipline, excluding discharge, which he/she believes is unwarranted or too severe for the conduct involved, he/she is encouraged to file a grievance. Employees who contend that a specific written rule, regulation or policy of Taylor County has been violated may also file a grievance. However, employees cannot grieve the failure to be promoted, performance evaluations or termination. Any grievance employees submit through this process will receive prompt consideration. Grievances may not be filed by probationary employees, or any employee in an Exempt position.

The following steps are to be followed in submitting a grievance:

# Step 1. The Responsible Supervisor(s)

If an employee has a problem he/she should discuss the matter first with his/her direct responsible supervisor(s). It is the supervisor's responsibility to consider and attempt to settle any problems as quickly as possible. Because solutions to problems are most effectively achieved if the matter is discussed promptly, the employee must discuss the matter with his/her responsible supervisor(s) within five working days of when the event of concern occurred.

# Step 2. The Department director

If an employee is dissatisfied with the decision of the responsible supervisor(s) at Step 1, he/she shall discuss the matter further with the department director for his/her consideration within five working days from the date the supervisor renders a decision addressing the grievance.

# Step 3. Written Grievance

If an employee is dissatisfied with the decision of the department director at Step 2, he/she shall submit a written grievance to the County Administrator through the Office of Human Resources within five working days from the date the department director renders a decision addressing the grievance.

# Step 4. The County Administrator

Upon receipt of the grievance, the County Administrator will request a meeting with the employee. The employee will have the opportunity to present his/her grievance personally to the County Administrator in the presence of his/her department director and/or other supervisor(s), and the department director and/or supervisor(s), in turn, will have the opportunity to present his/her comments relative to the grievance.

The County Administrator shall conduct such investigation(s) and fact finding(s) as may be necessary in a timely manner. The investigation must be completed within 21 calendar days from the date of the hearing. The County Administrator shall then issue a final ruling on all grievances. The decision, upon becoming final, shall be transmitted in writing to the parties concerned within five (5) working days thereafter. The County Administrator's decision is final and binding, and cannot be appealed in any manner. It is the primary function of the Office of Human Resources to advise and assist employees. Therefore, employees should feel free to seek the help of the Human Resources Director in explaining any policy or in filling out a grievance form or in processing a grievance.

We hope that if the need ever arises, employees will use our grievance policy since we want to be sure that all policies of Taylor County are correctly applied to each and every employee

We urge employees to speak directly to their supervisors. Furthermore, employees are urged to raise any problem, personal or otherwise, with his/her immediate supervisor, and are also free at any time to discuss any matter with the Human Resources Director.

# PERSONNEL POLICIES ACKNOWLEDGEMENT

This is an acknowledgement that I have received my copy of the <u>Personnel Policies</u>. These policies were approved by the Board of County Commissioners on September 16, 2014, to be effective October 1, 2014. I understand and agree that it is MY responsibility to read, familiarize myself with, and abide by, the policies and procedures contained herein.

PRINT FULL NAME

EMPLOYEE SIGNATURE DATE

WITNESS SIGNATURE DATE

# LIST OF ATTACHMENTS

Public Records Policy	2.05
EEOC policy	4.01.02
Sick Leave Policy	4.05
Safety Policy	4.06
Pay Classification Study	4.08



**Taylor County** Board of County Commissioners' Policy Manual

Policy#:	Title:		Effective Date:
4.01.02		Equal Employment Opportunity Plan	05/19/2013

# PURPOSE

This plan is intended to reinforce the merit principle in public employment. It should not be interpreted as granting "preferential treatment" to specialized population groups, nor to hiring under-qualified candidates for employment. It is intended to provide equal opportunity to all who seek employment and promotions within the County and to provide diversity in the County's workforce. This program is a working tool which promotes the use of purely job-related employment practices and prohibits all non-job related barriers to employment.

The purpose of the County's Equal Employment Opportunity (EEO) Plan is:

1. To convey the on-going commitment of Taylor County to equal opportunity for all individuals. This plan is intended to establish fair and equal opportunity for all persons to compete for available jobs, regardless of their race, gender, age, religion, national origin, physical or mental disability, military status, genetic information, or other legally protected status. The on-going emphasis on equal opportunity in employment recognizes that projected demographics reflect the changing character of Taylor County with a growing representation of women and minority groups in the population and labor market. As a public entity, it is the County's duty and responsibility to meet the needs of constituents by anticipating and addressing these changes and making efforts to ensure adequate representation of women and minority groups in the County's workforce.

2. To establish measurable standards by which the results of the Plan may be monitored.

3. To provide a plan that aids in meeting the goal of equal opportunity in all employment practices.

All employees of Taylor County are reminded that the equal employment opportunity concept is an essential and meaningful part of all employment practices. Every employee is responsible for supporting these concepts and practices and maintaining a work environment conducive to achieving the goals included in this Plan. Obstruction of the intent or process of equal opportunity employment will not be tolerated and may lead to disciplinary action up to and including termination.

The U.S. Equal Employment Opportunity Commission (EEOC) is responsible for enforcing federal laws that make it illegal to discriminate against a job applicant or an employee because of the person's race, color, religion, sex (including pregnancy), national origin, age (40 or older), disability or genetic information. It is also illegal to discriminate against a person because the person complained about discrimination, filed a charge of discrimination, or participated in an employment discrimination investigation or lawsuit.

# POLICY

The Board of County Commissioner's Equal Opportunity Plan will be posted on the bulletin board in the County Annex Mailroom. Copies of the Plan are available upon request through the Human Resources Department.

The substance of the Plan is communicated to all new employees during new hire orientations. Additionally, the County's equal employment opportunity practices are referenced in the Personnel Section of the Administrative Code. The practices and Plan will be reviewed periodically at Department Director meetings. The Board of County Commissioners will continue to include the clause "An Equal Employment Opportunity Employer" on all job advertisements. Posters, if required by the EEOC, relative to Equal Employment Opportunity, will be displayed in the County Annex Mailroom.

A copy of the Equal Employment Opportunity Plan will be provided to Department and Division Directors upon hire and upon update to the Plan.

# GOALS

The goal of the Taylor County Board of County Commissioners is that all employees and applicants receive equal and equitable consideration in hiring, promotion and all employment practices.

The objective of this Plan is to achieve protected group representation in the County's workforce such that it reflects the recruitment population of Taylor County. The Human Resources Department will comply with all EEOC reporting requirements, compiling reports accordingly and tracking protected group representation in the County's workforce.

The County encourages managers to use equal opportunity principles when making decisions on hiring, promoting, transferring and training. EEO tracking may be used to encourage correction within departments with underutilization as hiring opportunities present themselves.

A continuing activity within the County is the on-going review of employment practices to ensure policies, practices and terms and conditions of employment do not impede the achievements of the Plan's objectives. This section summarizes the methods used in implementation of the Plan and highlights those actions or projects undertaken to enhance the effectiveness of the Plan.

# RECRUITMENT

The Human Resources Department will strive to recruit the maximum number of qualified applicants and ensure that protected class applicants are well represented. The Taylor County Board of County Commissioners will identify the organization as an equal opportunity employer to all recruitment sources and continue to use the following methods to increase the number of applicants received for job openings:

1. All external job postings will be listed on the County's website and be open for all Interested applicants.

2. All external job postings will indicate the County's status as an Equal Opportunity Employer.

3. When a need for specialized professional or technical recruitment arises, those agencies likely to have access to the most qualified applicants will be contacted.

4. Continue to seek qualified referrals from Taylor County.

5. Recruit and advertise through Workforce Florida website.

# **EXAMINATION, SELECTION, HIRING AND CLASSIFICATION**

The County's employment examination, selection and hiring practices will continue to be evaluated to determine that the best qualified applicants for a position are identified, regardless of sex, race, color, age, religion, national origin, citizenship, physical or mental disability, military status, or genetic information. Any practice which is determined to have a discriminatory effect will be eliminated.

The Human Resources Department will periodically review minimum requirements for positions in conjunction with subject matter experts to ensure there are no barriers to equal employment opportunity.

All standards used in the selection process must be valid and realistically relevant to job and professional requirements.

Goals and current utilization may be reviewed with department staff when the Human Resources Department receives a request to fill a vacancy. Additionally, the County, on an on-going basis, continues to:

1. Review and revise job descriptions when appropriate to ensure reflection of current work behaviors and requirements.

2. Review and revise job requirements when appropriate to ensure accuracy of minimum job qualifications for job performance.

# TRAINING AND DEVELOPMENT

The County recognizes that through appropriate training programs, employees are given the opportunity to increase their effectiveness in their current position and develop skills necessary to successfully compete for promotional advancement. All County sponsored or funded training will be made available to employees without regard to race, color, religion, sex, age, national origin, physical or mental disability, military status, or genetics. The County will survey employee training needs periodically, as a basis for establishing training priorities and programs. Continuing education is an effective means of ensuring employees are provided the opportunity for upward mobility.

Training is used to educate managers regarding their responsibility in the area of Equal Employment Opportunity. Basic training on the important of the County's EEO policy is provided at the orientation for all new employees. Training shall be provided as needed and may be arranged by Human Resources. Additional training efforts may include: providing EEO information in every new employee orientation session; continuing to schedule EEO presentations at management meetings; formulating EEO intervention strategies as appropriate; and continuing to brief interviewing managers and supervisors on valid non-discriminatory interviewing techniques.

# PROMOTION AND UPWARD MOBILITY

When a promotional position is identified, the County will analyze the in-house employee pool for those employees who may be potential candidates from within our workforce. EEO objectives shall be considered as one factor in filling such openings. If it is determined that an insufficient number of qualified candidates exists within the County's employee population, the position will be posted externally on the County's website. All procedures relative to promotional opportunities will adhere to those standards established for open recruitment.

For all positions, established minimum education and experience standards exist. All standards used in the promotion of employees will be realistically related to the position. All promotion requirements will be applied in a non-discriminatory manner. All transfers and promotions will be based on skill, knowledge, abilities and the recommendations of the supervisor and hiring manager in accordance with established transfer and promotion policies.

# **DISCIPLINARY ACTIONS**

The County's existing disciplinary practices, policies and procedures are based exclusively on actions justifying disciplinary measures; all disciplinary actions are conducted free of discrimination. The Human Resources Director will be advised of all disciplinary actions where any employee alleges, by way of defense, that the disciplinary action proposed is due to the employee's inclusion in a protected class.

# EMPLOYEE SEPARATION: VOLUNTARY AND INVOLUNTARY

The Human Resources Director will closely examine every instance of involuntary separation to determine if any discrimination, overt or concealed, is a factor in the decision to terminate. The Human Resources Director will conduct reviews and analyses of all employee separations to identify adverse impact of protected classes and recommend corrective action if such impact exists. The Human Resources Department will maintain records of employee separations, including documentation of the reason for separation, to identify any adverse impact.

Exit interviews will normally be offered for full-time separating employees in order to determine the reason for an employee's separation. In these interviews, the individual will be given the opportunity to confidentially discuss elements of his/her job and reasons for separation, recognizing that any records kept of the discussion become public records under appropriate State record laws.

# DISCRIMINATION COMPLAINTS AND APPEALS PROCEDURE

Any individual who believes he/she has been the subject of discrimination should report the alleged act to the appropriate authority, as outlined in the complaint process below. Any employee filing a complaint will be entitled to the protection provided under State and Federal law regarding their employment. A formal complaint process is provided below and may be used by any individual in lieu of the informal process if he/she desires.

Any individual who feels that he or she is being harassed or discriminated against must immediately report the offensive conduct to his or her direct supervisor. However, if the employee's direct supervisor is in any way involved in the alleged inappropriate behavior or is unavailable, the employee should report the conduct directly to the Human Resources Director. Finally, if the employee's direct supervisor and the Human Resources Director are involved in the alleged inappropriate conduct or are unavailable, the employee should immediately contact the County Administrator.

The initial formal complaint may be oral or written. However, a written and signed statement of the complaint must be submitted to one of the two officials named above by the complaining employee in order to initiate a formal investigation into the matter.

Copies of the signed statement shall be made available to the Department Director and the Human Resources Director. In the case of an oral report, the Human Resources Director or designee may gather the pertinent information concerning the allegation and prepare a written summary for the approval and signature of the complaint.

Within seven (7) working days of receipt of the signed, written complaint the individual conducting the investigation shall proceed as follows:

1. The investigator shall contact the person(s) who allegedly engaged in discrimination and inform him/her the basis of the complaint and give the individual an opportunity to respond. With direction from the Human Resources Director, the investigating individual shall have the ability to conduct an independent investigation prior to contacting the individual who allegedly engaged in discrimination.

2. The person who allegedly engaged in discrimination shall have seven (7) working days to respond to the complaint orally, in writing or both. The response shall be directed to the complaint investigator. In the case of a verbal response, the investigator may prepare a written statement for the approval and signature of the person who allegedly engaged in discrimination.

3. Upon receipt of the response, the investigator will again review, research and investigate as necessary to determine whether discrimination has occurred. The investigation may be expanded to include interviews, witnesses and supervisors as appropriate. The investigation shall be completed as soon as reasonably possible following receipt of the response.

4. Within seven (7) days of completion of the investigation, the Department Director and Human Resources Director shall meet to review the findings and consider the appropriate action to be taken. Actions may include discipline up to and including termination. The Human Resources Director represents the final level of investigation and complaint resolution.

The Taylor County Board of County Commissioners provides policy direction by the adoption of an Equal Employment Opportunity Plan. The County Administrator shall be responsible for the overall development, monitoring and implementation of the Plan.

The Human Resources Department is responsible for developing and maintaining a personnel system fostering equal employment opportunity. The Human Resources Department manages recruitment and selection efforts, interacts with all other departments in matters of employment policies, and monitors the County's on-going Equal Employment Opportunity efforts.

The Human Resources Director is designated as the Equal Employment Opportunity Officer and, is responsible for all aspects of this Plan, including planning, coordinating, implementing, monitoring, updating and reporting. On an on-going basis, the Equal Employment Opportunity Officer will identify problem areas and establish corrective measures which Department Directors will be expected to implement. Furthermore, the Human Resources Director is responsible for making this Plan available to all employees, informing management of current developments in the equal opportunity area, and arranging any necessary training.

Management personnel and first line supervisors are responsible for giving the Equal Employment Opportunity Plan full support through leadership and personal example. Managers and supervisors are also responsible for making employment decisions that are consistent with the objectives of the Equal Employment Opportunity Plan. Line supervisors are made accountable by informing their workforce of current and projected developments in equal employment opportunity. Obstruction of the intent or process of equal opportunity employment may lead to disciplinary action, up to and including termination.

The ultimate responsibility for the success of the program lies with all the employees of the Board of County Commissioners. This Plan commits all managers, supervisors and employees to follow the intent of Equal Employment Opportunity and to support its objectives.

Sunset Date: 05/19/18

# TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

# SAFETY POLICY

Adopted July 6, 2009. This policy supersedes all previous safety policies .

Sunset Date 07/06/14

# SAFETY POLICY

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# **SECTION 1**

### INTRODUCTION

It is the policy of the Board of County Commissioners to provide and maintain safe and healthful working conditions, routine safety training and education, and to follow practices that will safeguard all employees and result in safe working conditions and efficient operation.

It is the County's policy to do all that is practical to prevent injury to persons and damage to property, and to protect the interest of its employees, the County, and the public from the results of accidents. All departments are to strive for a safe place to work and safe equipment to use as well as to establish and insist upon safe methods and practices at all times.

Safe practices, on the part of county employees, must be part of all operations. This responsibility is required of each official and employee who conducts the affairs of the County, no matter in what capacity they may serve. The idea of job production and safety must be inseparable.

Employee cooperation regarding safety matters will be considered a condition of employment. The supervisor is responsible for the safety and well being of their staff in the workplace. This responsibility can be met only by working continuously to promote safe working practices among all employees and to maintain property and equipment in safe operating condition.

# SECTION 2 MANAGEMENT COMMITMENT

The purpose of the Safety Policies and Procedures is to provide a management system for the prevention of occupational injuries and illnesses and compliance with regulations concerning occupational safety and health. Safety Policies and Procedures assign safety responsibilities, promulgate countywide procedures, and set minimum safety program requirements for issues involving County departments. Additional department and/or division specific policies and procedures will be issued to implement safety programs.

This Safety Plan provides general direction for the administration of occupational safety and health management for the Taylor County Board of County Commissioners. It endeavors to meet the Occupational Safety and Health Administration (OSHA) regulations, as adopted by the State of Florida, governing workplace accident prevention programs.

Separate Safety Policies and Procedures will be issued as needed to address specific safety and health issues or to meet the regulatory requirements for written compliance programs.

The Taylor County Board of County Commissioners is committed to providing dependable, economical services to the public. The County recognizes its employees as the most important resource in meeting that commitment and is dedicated to providing a safe and healthful work environment.

The County recognizes that some accidents are caused by unsafe conditions or unsafe behavior and strives to systematically eliminate unsafe acts and conditions. In meeting that goal it is the policy of the Taylor County Board of County Commissioners to:

- Provide a safe workplace including facilities, equipment, tools and vehicles that meet safety and health standards and practices.
- Define and implement safe work practices to address hazards unique to specific job assignments.
- Train employees in the safe performance of assigned jobs.
- Monitor workplace conditions and employee behavior to ensure compliance with the Board's Safety Plan, as well as individual department and division safety and health requirements.
- Involve all employees in a systematic effort to recognize, report and correct hazardous conditions and practices.
- Investigate and analyze accidents to identify and eliminate the unsafe conditions and behaviors that caused the accidents.

The management staff will not tolerate actions that jeopardize the safety and health of employees or the general public or actions that risk non-compliance with established safety and health regulations. Employees who violate city, departmental, and/or divisional rules are subject to the disciplinary policies. Fulfillment of safety-related responsibilities will be considered a factor in performance reviews and promotions.

# SECTION 3 RESPONSIBILITIES

All Taylor County Board of County Commissioners' employees share in the responsibility to establish and maintain a safe working environment. The following responsibilities are guidelines to establish accountability for the Safety Program. These responsibilities are not in any way intended to limit innovation or initiative on the part of any employee who is working toward the goal of achieving a safe workplace.

# 3.1 Department Heads, Superintendents, Upper level management

- a. Ensure the design, maintenance of facilities, tools, equipment and vehicles meet or exceed established safety standards.
- b. Approve and ensure usage of policies, procedures and safe work practices for department occupations, tasks and locations.
- c. Approve and ensure usage of safety-training requirements for department employees based on their occupations, work locations and tasks. (See 3.2.b.)
- d. Review department Accident Investigation Reports, Incident Reports and department injury and illness trends. Resolve corrective action issues that are beyond the scope of the supervisor to accomplish.
- e. Review workplace inspections with Supervisors and direct appropriate corrective action to achieve a safe work environment.

# 3.2 Supervisors

- a. Establish polices, procedures and safe work practices for department/division occupations, tasks and locations.
- b. Establish safety-training requirements for department/division employees based on their occupations, work locations and tasks.
- c. Monitor workplace conditions and employee work behaviors through regular, scheduled inspections and frequent observation of the work environment.
- d. Enforce County, departmental, or divisional tool, equipment and vehicle standards and rules governing the workplace behavior of employees.
- e. Ensure employee participation in county and department required safety training. Recommend additions, deletions and modifications of safety training requirements or training programs based on observed workplace conditions and employee work behavior.
- f. Investigate accidents involving employee injury or illness and/or damage to vehicles or other County property. Determine the facts and causes of the accident. Implement or recommend corrective actions for the purpose of preventing future, similar occurrences.
- g. Encourage employee involvement in safety hazard recognition and act on hazard elimination and hazard control suggestions from the safety committee and individuals.
- h. Identify unsafe work conditions and unsafe practices. Correct immediate hazards within ability or report them to immediate supervisor and/or upper management and report recurring conditions to management and/or safety committee.

# 3.3. All Employees

- a. Abide by the County and department/division work practices established for specific job assignments and occupations.
- b. Report occupational injuries, illnesses and near misses immediately to their supervisor. Follow supervisor instructions for obtaining first aid and/or medical attention. Participate in accident investigations as requested by the supervisor.
- c. Participate fully in safety training. Suggest improvements in safety training requirements or programs to the supervisor or the safety committee.

d. Identify unsafe work conditions and unsafe practices. Correct hazards or report them to the supervisor or safety committee as appropriate.

# 3.4. Safety Coordinator

- a. Develop and administer the Safety Program.
- b. Provide accident trend analysis to safety committee.
- c. Provide new employee general safety and health training.
- d. To assist supervisors in the investigation and reporting of all job related accidents and illnesses, maintaining proper records.
- e. Plan and coordinate inspections, committee meetings, and assist management in all areas of safety and health.
- f. Act as permanent Chairperson and provide support for the Safety Committee.

# **SECTION 4**

# SAFETY TRAINING

# 4.1. All Employees

It is the policy of the Board of County Commissioners to provide all safety training prescribed by regulatory requirements and to ensure that all employees understand the hazards to which they may be exposed and how to prevent harm to themselves and others. No employee is expected to undertake a job until he or she has received instructions on how to do it properly and has been authorized by their supervisor to perform that job. Employees are expected to participate and cooperate fully in training programs and to accept and follow established safety and health precautions.

Each worksite presents a unique training challenge. Therefore, each department/division is expected to specify and provide safety training that is tailored to each employee's occupation, task and job location. To the extent possible, safety training should be integrated into general job training, rather than treated as a separate issue.

All safety-related training must be documented; the records are to be maintained in Human Resource Department files and department files. Documentation shall include a list of employees in attendance, date, and the name of the trainer and an outline of the topics discussed or category of safety training delivered.

# 4.2. New Employee Safety Orientation

The purpose of new employee safety orientation is to provide the employee with information about:

- The general hazards and safety rules of the worksite,
- Specific hazards, safety rules and practices related to the employee's work assignments, and the employee's role in emergency situations

This training shall take place as soon as practical, preferably within 2 months of the employee beginning assigned duties.

# 4.3. Safety Training

Periodic safety training shall be conducted and be of sufficient duration and content to assure continued safe operations. Employees will be periodically retrained (1) when a notable injury trend has been identified either by the Safety Chairman, Safety Committee or management, (2) After a work related injury requiring medical treatment, when traceable to a specific unsafe act, (3) When management observes employees displaying unsafe acts, behaviors, or attitudes.

# 4.4. Job-Specific Safety Training

Job-specific safety training includes personal on-the-job instruction, safety meetings or formal classroom instruction intended to enhance the safety of specific tasks or occupations. Some job-specific training is prescribed in regulatory requirements. Departments and divisions will provide additional training as necessary to improve employee knowledge of safety rules, procedures and safe practices. The intent of this policy is that safety training will enhance the employee's understanding of workplace hazards and the prevention of occupational injuries and illnesses, rather than to prescribe the specific format of the safety training.

# SAFETY COMMITTEE

# 5.1 Organization

**SECTION 5** 

The Board of County Commissioners encourages and expects employee participation in the Safety Program. The Safety Committee, at a minimum, will be composed of:

IBEW Bargaining Unit (maximum of 3 individuals) IAFF Bargaining Unit (maximum of 3 individuals) Fire (Chief (PSD) or Deputy Chief) Public Works (Department Heat or Superintendent) Special Projects Manager

Liaison: County Administrator & Human Resources Director

# 5.2 Duties

The Safety Committee is an advisory body organized to bring employees and management together in a cooperative effort to foster a safety culture and reduce on the job injuries and illnesses in the workplace. The Committee may make recommendations about the following education and communications matters:

- Assessing and communicating hazards
- Communicating with employees regarding safety committee activities
- Educating employees on safety related topics
- Motivating employees to create a safety culture in the workplace

The Committee may also recommend specific actions concerning:

- Development of safety rules, policies and procedures
- Control of hazards
- Periodic evaluation of the safety program
- Inspection of the workplace
- Development of safety training and awareness topics
- Keeping job specific training current

The Safety Committee is encouraged to be innovative in its approach to achieving those goals within the following guidelines:

- 1. A safety committee meeting must have a quorum present to take any action. Items may be discussed and information exchanged though no action may be taken until a quorum is present.
- 2. The safety committee must document its meetings in minutes to include:
  - a. Date, time and location of meeting
  - b. A list of members present
  - c. The topics or issues discussed
  - d. The recommendations or suggestions made
- 3. Distribution of the minutes will include:
  - a. All safety committee members
  - b. All Department Heads
  - c. County Administrator
  - d. Posted for each Department
- 4. The safety committee will be provided appropriate support staff, meeting space and resources (such as photocopies).
- 5. Department/division committees are not required. Supervisors will be required to provide staff with necessary safety training, and ensure they attend any county wide training offered.
- 6. Attendance rosters for all training will be forwarded to the Human Resources office for placement in personnel files.

# 5.3 Meetings/Terms of Members

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- 1. Members must attend all meetings unless excused by department/division head. The department/division head will notify the Safety Chairman when there is an excused absence.
- 2. The committee will meet at least quarterly.

# SECTION 6 SAFETY RULES & REGULATIONS

As a basis for employee responsibilities and participating in the Board's Safety Policy Program, the general safety rules listed below will apply to all employees. Your cooperation in voluntarily complying with these rules and all other safety responsibilities will be appreciated and expected.

# 6.1 General Safety Rules

- 1. Seek medical attention, if necessary, for any accidents resulting in an injury. All accidents must be reported to the supervisor as soon as possible (prior to end of shift).
- 2. Report unsafe conditions, procedures and practices to your supervisor immediately.
- 3. The use or possession of alcohol, illegal drugs or other controlled substances on the job is prohibited.
- 4. Smoking is permitted in designated areas only.
- 5. Each employee is responsible for good housekeeping. Keep your work area in a clean, uncluttered state. Do not walk by a situation of poor housekeeping if it can be easily corrected or needs immediate attention such as spills on floors, ice on steps and so on.
- 6. Obey all warning tags and signs. They are there because hazards exist.
- 7. No employee should take chances on the job which could endanger their personal safety and health or the safety and health of co-workers or others.
- 8. Do not operate machinery or use tools you are not qualified to use.
- 9. Do not enter hazardous areas you are not authorized to enter.
- 10. Use all personal protective equipment and devices required and provided.
- 11. If an established job procedure must be deviated from, supervisory approval must be obtained and an alternative, temporary job procedure must be agreed upon. This alternative job procedure must not create any new or additional hazards or unnecessarily expose employees to hazards.
- 12. Become familiar with and conduct your work activities in accordance with these general safety rules and other specific safe operating procedures which are applicable.
- 13. Refrain from fighting, horseplay, or distracting fellow workers.
- 14. Follow proper lifting procedures at all times
- 15. Wearing of safety restraints is mandatory; if so equipped.
- 16. Know the location of fire/safety exits and evacuation procedures.
- 17. Participate in Safety Training.
- 18. When operating county vehicles or equipment, drivers must operate/drive safely and prudently.
- 19. When using cell phones in a county vehicle, pull over and stop on the side of the road or utilize hands free device.
- 20. Above all be ALERT and be RESPONSIBLE! Your safety and health depends on it.

# 6.2 Lifting Procedures

Proper manual lifting techniques will protect your back by keeping it in its strongest position during stress. These techniques are not natural movements and must be learned and practiced. Keep the basic principles in mind every time you lift, no matter how small the load.

- 1. Assess the load before you lift. Know your limitations. Get help for heavy or bulky objects.
- 2. Spread feet shoulder width apart to give yourself a solid base of support.
- 3. Place your feet as close as possible to the base of the object you are lifting with one foot slightly in front of the other.
- 4. Bend with the knees and maintain the natural curve in the back during the entire lifting operation (weightlifter position).
- 5. Get a good grip on the object and primarily use the leg muscles, not the back, to lift the load.
- 6. Move your feet to change directions -- avoid twisting.
- 7. Don't overdo. Take frequent breaks for repetitive lifts. Your back is more susceptible to injury when tired.

# 6.3 Office Safety

Office work is more dangerous than is commonly supposed and serious injury accidents can occur during normal office routine. Good housekeeping and proper storage are important factors in office safety and fire prevention. Proper lifting techniques will prevent most back injuries. Offices are typically inspected for safety compliance less often than other areas. It is important that you correct or report unsafe conditions to your supervisor.

- 1. Every employee is responsible for keeping his or her work area clean and orderly. Even a pencil or paper clip can cause a slip or fall.
- 2. Open doors slowly. Be extra cautious when you come to a door that can be opened in your direction. Slow down when you come to a "blind" corner.
- 3. Do not read while walking.
- 4. Proceed with caution. Haste when walking between desks can result in bruises and falls.
- 5. Use a cord cover or tape the cord down when running electrical or other cords across aisles, between desks or across entrances or exits.
- 6. Keep file, desk and table drawers closed when not in use. Close them before you leave them.
- 7. Never open more than one file drawer at a time. The entire cabinet may tip over.
- 8. Be careful when opening drawers to full extension in case there is no locking device.
- 9. Load file cabinets and bookcases with the heaviest items in the bottom to prevent tipping.
- 10. Maintain office tables, desks and chairs in good condition and free from sharp corners, projecting edges, wobbly legs, etc.
- 11. Use chairs sensibly. Do not tilt chair or slump back, which may cause the chair to slip or break.
- 12. Never use a chair, desk or other office furniture for a step stool or ladder.
- 13. Recognize the potential for puncture injuries with message spindles. Consider not using spindles, bending the point horizontal or covering the point.
- 14. Keep the blades of paper cutters closed when not in use.
- 15. Keep razor and "exacto" blades covered. Report even minor injuries and take precautions to avoid infection.
- 16. use a staple remover, not your fingers, for removing staples.
- 17. Be sure that cords and plugs on all electrical equipment are in good shape. If a machine causes a shock or starts smoking, unplug it immediately and report it to the supervisor. Do not overload outlets.
- 18. Do not attempt any electrical repairs.
- 19. Use handrails when ascending or descending stairs. Don't carry a load that restricts vision.
- 20. Walk, do not run. When walking in hallways, keep to the right, especially at corners.
- 21. Be careful in front of doors that open outward and open doors slowly.
- 22. Avoid spilling or splashing liquids on the floor. If you spill it, clean it up. Provide barricades or other warnings as necessary.

# 6.4 Office Ergonomics

Ergonomic injuries include tendonitis, carpal tunnel syndrome, lower back pain and other disorders that involve pain and damage to muscles, tendons and nerves in the back, neck, shoulders, elbows, wrists and hands. These musculoskeletal problems are referred to as cumulative trauma disorders (CTD) or repetitive motion injuries and are generally caused by:

- making the same motion over and over
- staying in the same position too long
- working in a position that puts stress on muscles and joints
- working with tools and equipment that doesn't fit your body
- using excessive physical force
- exposure to vibration over a long period of time

You can help prevent CTD's by avoiding awkward body positions:

- adjust your workstation before you begin working
- maintain the natural curve in your back while sitting, standing and lifting
- keep your wrist straight as much as possible while typing or doing other repetitive tasks
- take breaks from repetitive motion tasks by switching periodically to other tasks
- · use the right tools for the job, especially when they are used often or for long periods of time

If you spend a lot of time at a computer workstation:

- Position the keyboard so that the wrists are kept straight use a wrist rest if necessary. Your elbows should be at about the same height as the keyboard.
- Sit with your back in a neutral posture, maintaining the natural curve, with feet on the floor and thighs parallel to the floor. [Adjust the chair height and use a foot rest if necessary]
- Position the screen just below eye level and about 18-24" away to prevent neck and shoulder strain [the screen should be lower if you use bifocals]
- Change positions, stretch and take "mini-breaks" periodically

Pay attention to early signs of cumulative trauma disorders and make adjustments in your workstation or the way you do your work. Report the symptoms to your supervisor and work together to correct the causes of the injuries. Early indicators of CTD, which usually occur in the hands, arms, shoulders, neck and back, include:

- stiffness or soreness
- aches and pains
- numbness or tingling
- swelling
- burning sensation
- reduced strength

# 6.5 Working in Extreme Weather Conditions

Dress for conditions – lightweight, light-colored loose clothing is best. Wear a hat with a wide brim if you're out in the sun.

# Hot Weather Guidelines

- 1. Use sunscreen.
- 2. Reflected sun is even more potent than direct exposure. Be particularly careful of sun exposure on cloudy days and near water, concrete or sand.
- 3. Eat a well-balanced diet, but try to stay away from hot or heavy foods. Do not take salt tablets or other salt supplements without a doctor's recommendation.
- 4. Drink plenty of fluids. Don't wait until you're thirsty. The best fluid replacement is water. Avoid alcohol and caffeine.

# **Cold Weather Guidelines**

- 1. Dress for the conditions in layers of loose, dry clothing. Cotton or wool clothing with a waterproof layer over it is very effective.
- 2. Cover your head and face. You can lose up to 40 percent of your body heat if you don't wear a hat.
- 3. Wear shoes and gloves designed for cold weather. Don't handle anything with bare hands, especially if it is made of metal.
- 4. Keep moving when you're in the cold.
- 5. Return to a warm vehicle or take regular breaks in warm areas frequently.

# 6.6 Confined Space Entry

A **confined space** is a space which has limited access or egress, is not normally used for employee occupancy, and where a hazardous atmosphere may naturally exist or be created by work procedures or processes. The atmosphere in a confined space may have insufficient oxygen to support life, or may be toxic, flammable or explosive. The lack of ventilation in confined spaces causes welding, painting, use of hazardous materials, or other activities that change the atmosphere to be especially dangerous. The limited opening for entry and exit makes rescue difficult and dangerous.

Most of the severe injuries and fatalities in confined spaces occur because an employee either went into a confined space without first testing its atmosphere or did not continuously monitor the space. These are general guidelines for all employees. Each Department/Division that encounters confined spaces in their assigned duties will develop, train, operate and monitor a specific confined space program for their area.

Some County employees may, during the course of their jobs, encounter confined spaces that have not been specifically evaluated. Examples include firefighters during emergency response and inspectors, meter readers or others during the normal course of their duties. More than half of the fatalities in confined spaces are would-be rescuers. All employees who enter confined spaces must receive sufficient training to evaluate any confined space and make responsible decisions. Prior to entry, assume that every confined space has an unknown hazardous atmosphere.

# 6.7 Personal Protective Clothing And Equipment

Personal protective clothing and equipment (PPE) plays an important role in protecting workers from hazards on the job. PPE is required in particular locations and for certain tasks, based on safety regulations and good safety practice. Examples of PPE include, but are not limited to:

- safety shoes
- fall protection harnesses
- protective headgear
- safety glasses
- goggles
- face shields
- welding glasses
- protective clothing
- high-visibility clothing
- hearing protection
- air purifying respirators
- self-contained breathing apparatus (SCBA)
- welding clothing
- gloves
- rubber boots

The County provides Personal Protective Equipment if PPE is required for certain tasks or in certain locations. Check with your supervisor to learn what equipment is required and/or provided in your area. Departments will specify and issue all required safety equipment to employees except in some cases where the PPE must be fitted to the employee, such as safety shoes or prescription safety glasses.

All PPE must meet the appropriate American National Standards Institute (ANSI) specifications as directed by OSHA.

Even where specific PPE is not required, certain types of clothing may not be appropriate for some jobs or work locations. For example, sandals, high-heeled shoes and athletic-type shoes may not be suitable for some types of jobs. Some non-PPE clothing and equipment may be provided by the department, but generally it is the employee's responsibility to be dressed properly for work.

Employee responsibilities:

- 1. Always use PPE when and where it is required.
- 2. Inspect PPE prior to each use.
- 3. Never use defective or damaged PPE.
- 4. Keep PPE in a clean and sanitary condition.
- 5. Follow the correct methods of putting on, taking off and adjusting PPE.
- 6. Properly care for, maintain and dispose of PPE.

# 6.8 Hearing Conservation/Protection

High noise levels damage your hearing and may also cause stress and fatigue. Hearing protection such as safety earmuffs and earplugs are designed to reduce your exposure to harmful noise, while they enable you to hear conversations and machine warnings. Never substitute audio headphones for hearing protection devices.

Always wear hearing protection in areas posted "HEARING PROTECTION REQUIRED" and follow department rules for use of hearing protection for designated operations or near particular equipment. In addition, follow the <u>three-foot rule</u> – use hearing protection in situations where you must raise your voice to be heard by another person at a distance of three feet.

Insert foam earplugs properly – roll the plug between your thumb and forefinger until it is completely compressed. With the opposite hand pull the outer ear up and out and insert the plug into the ear, leaving a small portion of the plug exposed.

If you are using earmuffs, be sure you have a good seal between the muff and the skin around your ear. Be sure that your hair, jewelry, and glasses do not interfere with the seal. Earmuffs and earplugs may be worn together for added protection.

# 6.9 Welding Eye Safety

Workers or other persons adjacent to the welding area must be protected from the rays by noncombustible or flameproof screens or shields or they must wear appropriate welding safety goggles.

- 1. Helmets or hand shields must be used during all welding or cutting operations.
- 2. Helpers or attendants must be provided with the proper eye protections.
- 3. All filter lenses and plates must meet ANSI Z87.1 standards for transmission of radiant energy.

# 6.10 Fall Protection

In jobs involving potential fall hazards, safety belts, buoyant work vests, lifelines body harnesses, and/or lanyards must be used.

1. If there is a danger of falling into water while working, a coast guard approved life jacket or buoyant vest must be used.

2. Personal floatation devices must be maintained in a safe condition. Damaged devices must be removed from service.

3. Where working surfaces at river banks slope so steep that an employee could slip or fall into the water, the outer perimeter of the working surface must be protected by posting or other portable protection such as roping off. Employees must wear personal floatation device.

4. Flagmen and night workers who might be struck by moving vehicles, need suits or vests designed to reflect light.

5. Always inspect lifelines and safety belts carefully before each use. Check for signs of deterioration such as torn fibers. Inspect lifeline attachments carefully.

6. If lifelines are used where they may be cut or damaged accidentally, such as by contact with sharp edges, they must be padded or protected.

7. Body hamesses are recommended for fall arrest systems.

8. Read and follow the manufacturer's instruction label affixed to ladders.

9. do not use ladders that have loose rungs, cracked or split side rails, missing rubber foot pads, or are otherwise visibly damaged.

10. Keep ladder rungs clean and free of grease. Remove buildup of material such as dirt or mud.

11. Only one person on a ladder at a time.

12. Face the ladder when climbing up or down.

13. When performing work from a ladder, face the ladder and do not lean backward or sideways from the ladder.

14. Do not try to "walk" a ladder by rocking it. Climb down and then remove it.

15. Do not use a ladder as a horizontal platform.

# **SECTION 7**

# **DISCIPLINARY ACTION**

It is every employee's responsibility to perform their duties in a safe manner. If an employee fails to utilize required and provided safety equipment or violates established safety procedures he/she may be subject to disciplinary action up to and including termination. If the violation invokes an injury with lost work time, the employee may also be subject to a loss of supplemental disability benefits and a reduction in workers' compensation benefits. Accidents will be investigated and determination of preventability of work related accidents and injuries as necessary.

# SECTION 8 ACCIDENT/INCIDENT REPORTING

### WORKERS' COMPENSATION:

Employee occupational injuries and illnesses are covered by Workers' Compensation Insurance provided by the Florida League of Cities, Inc.. Workers' Compensation covers medical and rehabilitation expenses, partial income replacement if the employee is out of work more than 7 days and benefits to the surviving family in case of death.

If you are injured on the job or have a work-related illness, report it to your supervisor right away and get proper medical treatment. You may be denied benefits if you wait too long to report an injury, because it may be difficult to establish the cause of the injury. Cooperate with the County, medical professional and insurance claims personnel in order to ensure that you receive your full Workers' Compensation benefits.

Workers' Compensation income replacement does not begin until the occupational illness or injury has caused the employee to miss work for 5 days and provides only a portion of your normal wage. Employees may elect to use vacation or sick leave to supplement the Workers' Compensation Payment up to 100% of their salary.

# **REPORTING REQUIREMENTS**

Report on-the-job injuries to your supervisor/employer as soon as possible. You must report the accident before the end of your shift. You should report minor injuries whether or not you receive medical treatment.

The County's Workers' Compensation carrier and claims processor is the:

### Florida League of Cities, Inc. Attn: W.C. Claims PO Box 538135 Orlando, Florida 32853-8135 407 245-0725

This is where physicians need to address their claims questions. When the claim is received, by the insurance carrier, a number will be assigned to the claim.

### Other Accident/Incident

Report to your supervisor all vehicle accidents, county property damage and incidents involving citizen injury and/or property damage. You will need to provide information for the completion of the Incident Report. You may attach pictures, statements, sketches and other support data as appropriate. Report only factual information – do not speculate.

County employees and officials have a duty to protect the County from unjust accusations and lawsuits. Do not admit liability in any way. This is a matter for the police, attorney, insurance carrier and others to determine. Do be careful what you say. If you say something like "We'll take care of it," you may mean that you'll turn in a report, but the statement may be misconstrued to mean that the County is admitting fault. Do not admit guilt or speculate about the cause of the accident; refer questions from citizens to the supervisor. Refer any questions about the County's responsibilities or liabilities to your supervisor.

# SECTION 9 EMERGENCY EVACUATION & RESPONSE PLANS

Each Department and/or Division within the County shall have posted in their work area a current Emergency Evacuation and Response Plan,

This plan shall include maps and/or drawings indicating the safe egress from work places and buildings and a procedure to be followed by employees in the event of specific emergency situations, such as fire or tornado. As part of each plan there should be a designated safe gathering area for employees following such an evacuation, which will allow for a proper accounting of employees.

# SECTION 10 SAFETY & HEALTH COMMUNICATION

Communication is the heart of an effective and successful Safety and Health Program. The Human Resource Office shall be considered a key resource to aid Departments and Divisions in offering safety training and in advising all departments of training being offered. This training may be accomplished through periodic safety meetings or various other formats.

# SECTION 11 ACKNOWLEDGEMENT

# Acknowledgement of Receipt and Understanding

I hereby state that I have read, understand and will abide by the safety policy, rules and regulations set forth in the safety manual, employee hand book, as well as existing policies, procedures, employment practices.

I understand that there may be a need to clarify, amend and/or supplement information contained in the safety policy, employee handbook, as well as the policies, procedures and employment practices, and that I will be informed.

I agree that I will abide by the safety policy and work in a safe and responsible manner and understand that violations of safety rules/regulations will be grounds for disciplinary actions, up to and including termination. As well as any violation of the safety policy, resulting in an accident, may constitute a reduction in worker's compensation benefits by 25 percent.

Employee's Signature\_\_\_\_\_

Date Signed\_\_\_\_\_

Department:\_\_\_\_\_



# **Taylor County Accident Report**

For employee injuries, damage to county property, damage to citizen property, near misses, etc.

# DEPARTMENT HEAD SECTION

Employee Name:

Dept:

Immediate Supervisors Name:

ACCIDENT DATE TIME

EXACT Location where accident occurred

Describe what the employee was doing at the time of the accident:

County Property			If YES - Describe Here
Was there damage to property?	Yes	No	
Was there damage to a vehicle?	Yes	No	
Was there damage to Equipment?	Yes	No	
Public and Personal Property			
Was a citizen hurt?	Yes	No	If YES - attach Citizen Incident Report
Was there damage to property?	Yes	No	If YES - attach Citizen Incident Report
Was there damage to a vehicle?	Yes	No	If YES - attach Citizen Incident Report or police report
Was there damage to Equipment?	Yes	No	If YES - attach Citizen Incident Report

Was the employee acting in the line of duty?

YES or NO

AT THE TIM	1E OF T	HE ACCII	DENT (a	answer every single question!)
Was the employee				
Violating a safety rule?		No		Yes
Showing carelessness?		No		Yes
Adequately trained?		No		Yes
Taking shortcuts?		No		Yes
Wearing their PPE?		No		Yes
Disregarding safe procedures?	0	No		Yes
Ignoring instructions?		No		Yes
Was the Equipment				
In good working condition?		No		Yes
Used for it's intended purpose?		No	Ξ	Yes
Inspected before use?	-	No		Yes

### WHAT IS THE EMPLOYEE'S WORK STATUS? (Please check all the applicable boxes, below)

- Employee did not seek medical attention (return to full duty)
- Employee treated with First Aid Only (return to full duty)
- Employee DID seek medical attention from:
- Employee may return to work with NO restrictions (employee can perform normal duties)
- Employee may return to work on LIGHT DUTY (with restrictions)
- Employee may NOT return to work at all (per Doctor)
- When should the employee see a Doctor for a recheck?:
- When did employee get a DRUG TEST?

#### **Causes and Corrective Action**

Report each specific condition or act that caused this accident AND report your corrective action that is necessary to prevent future occurrences of this accident.

Describe the accident CAUSES	List the corrective ACTION	
(specific conditions or acts	needed to prevent	
that contributed to the accident)	reoccurrence	
· · · · · · · · · · · · · · · · · · ·		

Signature of Department Head

Date

#### EMPLOYEE SECTION

	ACCIDENT
DATE	TIME
	~

EXACT Location where accident occurred

Describe the accident and what you were doing at the time of the accident:

Who witnessed this accident?

Name	Phone	-	Name	 Phone
Were you injured during this incident?		YES	NO	

Signature of Employee



# **Taylor County Citizen Incident Report**

Please PRINT

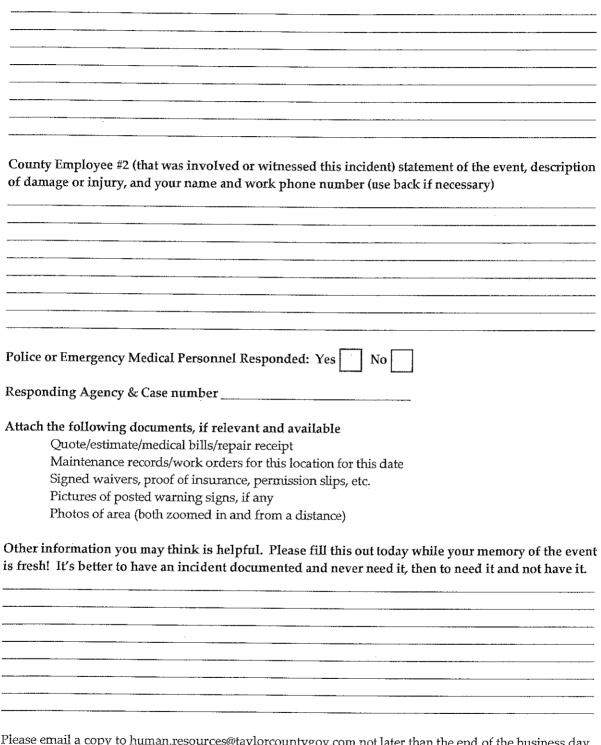
Name		Age	Sex: M F
Address	City		State
Phone			
Parent or Guardian Contact Info:			
Name		Age	Sex: M F
Address	City		State
Phone			
Details of the Incident:			
Date:	Time:	· .	
Specific Location/Address:			
Describe the <i>exact location</i> at this sp owned parking lot OR front window box):			
Written description of the incident (i	in your own words):		
	······································		
Florida Statute 837.06 - False official st with the intent to mislead a public ser a misdemeanor of the second degree,	vant in the performance	of his or her offic	ial duty shall be guilty of

Signature

Date signed

### **County Official Statement**

County Employee #1 (that was involved or witnessed this incident) statement of the event, description of damage or injury, and your name and work phone number (use back if necessary)



Please email a copy to <u>human.resources@taylorcountygov.com</u> not later than the end of the business day. Please send the original, signed document to Human Resources at 201 E. Green St. Perry, FL 32347 within 24 hours



## **Taylor County** Board of County Commissioners' Policy Manual

Policy #:	Title:		Effective Date:
2.05		Responding to Public Records Requests	02/03/2014

#### PURPOSE

The purpose of this policy is to provide Taylor County Board of County Commissioners employees with the information and procedures necessary to understand and carry out their responsibilities under the Florida Public Records Law, including:

a. The requirements for responding to Taylor County Board of County Commissioners public records requests, and

b. The manner in which public records requests are to be processed to ensure that responses to the requests are organized, inclusive, and in compliance with applicable statutes and rules.

#### REFERENCE

a. Sections 257.36(5)(b) and (6), 119.07, 119.011(11), and 119.021, Florida Statutes.

b. Rules 1-2.0031, 1B-24, 1B-26.003, and 1B-26.0021, Florida Administrative Code.

#### POLICY

#### Introduction

The records that Florida's state and local government agencies keep in the course of carrying out their duties and responsibilities are public records. Public records are different from records of businesses and private organizations because Florida law requires public records to be readily accessible and available to the public upon request. All employees must ensure that public records in their custody are maintained and accessible as required by Florida law. Employees and agencies do not have the authority to withhold records deemed "sensitive." The only records that can be withheld from public disclosure are those specifically designated by the Florida Statutes as confidential or exempt. This policy will provide employees with the information necessary to understand and carry out their public records responsibilities.

#### Scope

This policy applies to all Taylor County Board of County Commissioners employees, as well as publicly created advisory boards and private organizations (such as Dependent Agencies), that have been delegated the authority to perform some governmental function. This policy applies to all public records of the Taylor County Board of County Commissioners, regardless of the medium in which they exist (i.e., paper, electronic, or other).

It is the policy of Taylor County Board of County Commissioners to ensure that public records in the County's custody are maintained and managed as required by the Florida Public Records Law. This law provides that all materials made or received by Florida's state and local government agencies in connection with their official business are public records.

It is also the policy of the Taylor County Board of County Commissioners to ensure that all public records in its custody that are not exempt or confidential are open for inspection and copying by any person, for any reason, at any reasonable time, under reasonable conditions, as required by the Florida Public Records Law. Requested public records may not be withheld for any reason, except if the record or a portion of the record is specifically designated under law as confidential or exempt from public disclosure.

The Taylor County Board of County Commissioners places a high priority on efficient, effective, and economical management of public records to ensure that information is available when and where it is needed, in an organized and efficient manner, and in an appropriate environment.

#### Definitions

a. "Confidential" means public records that have been identified in the *Florida Statutes* as confidential. The information in these records is not subject to inspection by the public and may be released only to the persons and entities designated in the statute.

b. "Exempt" means public records that have been identified in Chapter 119 or other applicable Florida Statutes as exempt from public disclosure.

c. "GS1-SL" means the *General Records Schedule GS1-SL* for *State and Local Government Agencies*, which is available at http://dlis.dos.state.fl.us/recordsmgmt/gen\_records\_schedules.cfm.

d. "Inactive Records" means records which have lost some of their value or have been superseded by new records, but have not reached their specified retention. Records that are referenced less than once per month are usually considered inactive.

e. "Public record" as defined by section 119.011(11), *Florida Statutes*, means all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency."

f. "Records Management Liaison Officer" is the Board of County Commissioner's designated primary point of contact between the Board and the Records Management Program.

g. "Record (Master) Copy" as defined in Rule 1B-24.001(3)(i), *Florida Administrative Code*, means the public records specifically designated by the custodian as the official record.

h. "Record Series" as defined in Rule 1B-24.001(3)(k), *Florida Administrative Code*, means a group of related documents arranged under a single filing arrangement or kept together as a unit because they consist of the same form, relate to the same subject, result from the same activity, or have certain common characteristics.

#### Procedures

- a. Records Management: Records management entails retention, storage, disposition, and all other record-keeping requirements and practices that support Department programs, activities, operations, and accomplishments in order to best serve the public.
  - i. Organization and Maintenance:
    - 1. Public records shall be organized, arranged, and maintained using a filing or recordkeeping system that:
      - is appropriate to the nature, purpose, and use of the records,
      - can be easily understood by all users, and
      - facilitates the location of and access to those records by all users, when and where it is needed.
    - 2. All records shall be stored on an appropriate media format to ensure their preservation for the entire length of their required retention.
    - Inactive records can be boxed until the applicable retention period has been met. Records shall be boxed according to the applicable records series to facilitate disposal of the records in a timely manner.
  - ii. Inventory: Each division or office in the Department must maintain a current inventory of all record series in their custody or control. The inventory can be in any format at the discretion of each division or office, including, but not limited to, one of the following methods:
    - 1. Document each record series the office maintains in a Microsoft Word document or Excel spreadsheet.
    - 2. Highlight each applicable records series in the GS1-SL and the individual records schedules.
  - iii. Records Retention Schedules: All records created and maintained by the County must use a records retention schedule approved by the State Library and Archives of Florida, Information Resources Management Section. Many of the County's public records are covered by the General Records Schedule GS1-SL for State and Local Government Agencies.
    - Any records not covered by general records schedules must have an individual records retention schedule. To establish an individual records retention schedule, contact the department Records Management Liaison Officer for assistance.
  - iv. Disposition: Each division or office in the Department must systematically dispose of public records that have met their retention requirements and are no longer needed.
    - The record holder or custodian must properly document disposition of these records. A records disposition document form is available from the State Library and Archives of Florida's Web site at http://dlis.dos.state.fl.us/index\_RecordsManagers.cfm. The Records Management Liaison Officer must permanently retain the completed disposition forms.
    - Records with retention of "retain until obsolete, superseded, or administrative value is lost" (OSA) do not have to be documented when disposed, except for records that have been microfilmed or scanned where the microfilm or electronic version will serve as the record copy.

- b. Public Records Requests:
  - i. Initial requests:
    - 1. A public records request is a request to either inspect or copy, or both, public records pursuant to Chapter 119, *Florida Statutes*.
    - 2. There is no requirement that the request be made in person or in writing, or be in any particular form.
    - 3. The person making the request is not required to identify himself/herself, or to provide information about the reason for the request or how the records will be used.
    - 4. The request must be clear enough to enable the agency to conduct a meaningful search. The agency may ask questions about the request in order to respond to the request fully and in a timely manner.
    - 5. All public records requests that pertain to or should involve the Constitutional Officers must be forwarded directly to their Agency within 2 days of the original request.
    - 6. The PUBLIC RECORDS REQUEST FORM can be filled out by the person requesting the public records OR by the individual Department receiving the request (see Attachment A to policy 2.05).
    - 7. If you can not immediately respond to the public records request with ease, the PUBLIC RECORDS REQUEST FORM should be directed to **Records Management** Liaison Officer (RMLO), who is also the Human Resources Director.
  - ii. Documentation
    - For those requests that can't be responded to with ease within 2 days of the initial request, an acknowledgment letter will be necessary. The Department shall send the PUBLIC RECORDS REQUEST FORM to the RMLO. The RMLO shall send an acknowledgment of receipt letter to the requestor via e-mail, fax or regular postal service within two full business days of the original request (see Attachment B to policy 2.05).
    - The applicable Department shall compile the records in a reasonable time, taking into account the extent and nature of the request. Within five business days of receipt of the request, the Department must take one of the following actions:
      - Ask the Records Management Liaison Officer to type an invoice outlining the fees as calculated by section b.iii, "Fees," and the total amount due. Ask the Records Management Liaison Officer to notify the requestor of estimated costs and request payment in advance if the nature or volume of the requested records will require extensive use of information technology resources, extensive clerical or supervisory assistance, or both, in addition to the actual cost of duplication or production (see Attachment C to policy 2.05).
      - Ask the Records Management Liaison Officer to inform the requestor that the Department is working on their request; give them an estimated time of completion and advise them about any specific circumstances affecting completion of the request.
      - Ask the Records Management Liaison Officer to inform the requestor that the requested materials do not exist or are not in the custody of the Board of County Commissioners (see Attachment B to policy 2.05).
    - Once the Department has produced the records, the final copy will be given to the Records Management Liaison Officer for either mailing the invoice or providing the copy to the Clerk of Court's office for physical pickup. Under no circumstances will the public record request be produced without first receiving payment.
    - 4. Upon receipt of a receipt generated by the Taylor County Clerk of Court, the Records Management Liaison Officer shall provide the requested materials. If for any reason the materials cannot be provided within five business days, the Department shall contact the requestor with an estimated time of completion.

- 5. Certified Copies of Public Records:
  - Certification Statement: When certified copies are requested, a certification statement may be used, instead of certifying each page. In this statement, which is a cover page for the group of documents, the custodian certifies that the copies provided are true and correct copies of the originals (see Attachment D to policy 2.05).
- 6. The Department may not delay production of records. Records must be produced within the time reasonably required to identify, collect, and copy them for the requesting party. The Department must make a good faith effort to satisfy the request promptly, consistent with available resources and other priorities.
- 7. The Public Records Law does not require the Department to generate or create records not already in the Department's custody in response to a public records request. Records that are responsive to the public records request that are available as of the date the request is fulfilled must be provided, even if such records did not exist as of the date the request was received.
- 8. Confidential or exempt records:
  - If the requested records are confidential or exempt from public disclosure by statute, the records may not be disclosed. The RMLO must inform the requestor that the records are exempt from disclosure and cite the applicable statute establishing the exemption (see Attachment E to policy 2.05).
  - If only part of the record is confidential or exempt, the RMLO must redact that information and provide the remaining record to the requestor. The most efficient method should be used to redact information. One method of redacting is to black out the exempt information on a copy of the original, photocopying the marked copy, and providing the final photocopy to the requestor. The marked copy may be destroyed. Other methods are acceptable and may be used as long as the confidential or exempt information is not released to the requestor.
- 9. The Department responsible for compiling the records shall maintain the final compiled request, acknowledgment, response, invoice, materials produced, and/or a record of what was produced; any related correspondence; and receipt of payment.
- 10. The Department shall not dispose of requested records for a period of 30 days after the date on which a request for the records was made. This requirement is in addition to, and does not lessen, the obligation of the Department to retain records pursuant to the otherwise required records retention schedules.

#### iii. Fees

Fees may be paid by cash, check, or money order made payable to the Taylor County Board of County Commissioners.

- 1. Copies or certified copies of records shall be furnished upon payment of the fee prescribed by Section 119.07(4), *Florida Statutes*:
  - Up to 15 cents may be charged per one-sided copy of not more than 14 inches by 81/2 inches.
  - No more than an additional five cents may be charged for each twosided copy.
  - For all other copies, the actual cost of duplication may be charged.

- 2. Certified copies of public records shall be furnished upon payment of the fees listed below:
  - Per page certification. A charge of \$1 per page shall be assessed for each individually certified page. (Section 119.07(4), *Florida Statutes*)
  - Certification statement. Charge of \$5 for the certification statement plus any fees for copies calculated under section 2.
- 3. The cost of mailing or shipping the requested material may also be added if the requestor asks that the material be delivered (instead of the requestor picking up the material in person).
- 4. If the nature or volume of the public records requested to be inspected or copied is such that it requires extensive use of information technology resources or extensive clerical or supervisory assistance by personnel, or both, in addition to the actual cost of duplication, a special service charge may be assessed. This charge shall be reasonable and shall be based on the actual cost incurred for information technology resources and/or the labor cost of the clerical and supervisory personnel providing the service. (Section 119.07(4)(d), *Florida Statutes*

Rule 1-2.0031, Florida Administrative Code, Public Records Requests: Special Service Charge, provides:

"(1) When a public records request is of the nature described in Section 119.07(4)(d), F.S., the following will apply:

(a) The term "extensive" means more than 15 minutes expended by personnel to complete all tasks defined in paragraphs (b) and (c) below.

(b) The term "clerical or supervisory assistance" includes searching for and or locating the requested record, reviewing for statutorily exempt information, deletion of statutorily exempt information, and preparing, copying and re-filing of the requested record.

(c) The term "use of information technology resources" includes the setup and implementation of information technology defined in Section 282.0041(10), F.S.

(2) (a) The Department will determine which personnel are appropriate to provide assistance in fulfilling the request. The special service charge will be computed to the nearest quarter of an hour exceeding 15 minutes based on the cost of wages and benefits of the lowest paid personnel who, in the discretion of the Department, has the necessary skill and training to perform the request. The special service charge shall be in addition to the duplication charge as provided in Sections 119.07(4)(a) and (b), F.S., and will be assessed regardless of the number of individual copies made. Payment for special services shall also be imposed where extensive use of personnel or information technology is necessary to determine whether the public record exists or is exempt from public disclosure.

(b) The requestor shall be required to pay any estimated special service charges, as determined by the Department, prior to personnel rendering such services. The Department will refund to the requestor any monies deposited with the Department in excess of the actual costs incurred to fulfill a request, or, in the alternative, the requestor shall be required to remit additional monies to pay for any costs in excess of the deposit. In the event the requestor fails to remit additional monies to cover costs in excess of the monies deposited, the Department shall withhold releasing any public records identified pursuant to that request until those amounts are paid in full."

 The wage expense portion of public records special service charges shall be calculated based on the following formulas

Public Records Special Service Charge = (Hourly Base Rate of Pay + Hourly Value of Benefits) X Number of Hours Worked<sup>1</sup>

Hourly Base Rate of Pay = [Annual Base Rate of Pay (or Monthly Base Rate x 12 Biweekly Base Rate X 26)] /2080 Hours (# work hours per year)  $^2$ 

Hourly Value of Benefits for Career Service and Select Exempt = Hourly Base Rate of Pay X Benefit Factor  $^{3}$ 

- 5. Upon receipt of payment, fees should be processed according to the revenue receipt procedures of the division or forwarded to the Support Services Administrator in the Office of Support Services.
- 6. Notwithstanding what is stated herein, no charges will be assessed against the requestor if the cost of production is less than \$5.00.

#### **Records Management Liaison Officer**

The Taylor County Records Management Liaison Officer (RMLO) is designated by the County Administrator and serves as the Board of County Commissioner's contact for records management. Address all questions, issues, or concerns relating to records in the Department to the RMLO.

#### **RESPONSIBLE DEPARTMENT**

All Departments of the Board of County Commissioners.

1 This charge is authorized by Section 119.07(4)(d), *Florida Statutes*, and Taylor County Board of County Commissioners Rule 1-2.0031(2)(a), *Florida Administrative Code*, which is entitled "Public Records Requests: Special Service Charge."

2 The first two formulas (for calculation of hourly rates of pay) are derived from DMS Rule 60L-32.002, Florida Administrative Code, which is entitled "Computation of Hourly Rate."

3 The benefit factor (in the third formula) is based on expenditures in the Department's Salary and Benefits appropriation category, and is calculated by dividing the salary expenditures by the benefit expenditures. This factor may be obtained from the Department's Bureau of Planning, Budget and Financial Services.

MALCOLM PAGE District 1

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



## TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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

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

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

## PUBLIC RECORDS REQUEST FORM

SUBJECT OR NAME OF FILE(S) OR RECORD(S) BEING REQUESTED (please be specific!)

1.	
2.	
3.	
4.	

TIME PERIOD: FROM (MONTH, DAY, YEAR) TO (MON	JTH, DAY, YEAR)
DO YOU WANT TO COME ON-SITE AND INSPECT THE FILES?	YESNO
DO YOU WANT PHYSICAL COPIES? (we will estimate the cost ASAP)	YESNO
DO YOU WANT TO PICK UP THE COPIES WHEN THEY ARE READY?	YES NO
DO YOU WANT THE COPIES MAILED TO YOU?	YES NO
IF THE FILES ALREADY EXIST IN ELECTRONIC FORMAT,	
DO YOU WANT TO RECEIVE THE FILES ELECTRONICALLY? (via EMAIL)	YES NO

## Your contact information below is NOT required

But if you wish to be contacted when the copies or records are ready for your inspection, ready for pickup at the Courthouse or if you want the copies mailed to you, please include the appropriate information:

NAME:	SIGNATURE:
ADDRESS:	CITY:
STATE:	ZIP CODE:
PHONE:	EMAIL:

If you choose not to complete this request form, the **County employee completes the form** to the extent possible based on information known or offered by you, the requestor.

You can fax this form to 850.838.3501You can phone your request to 850.838.3500 x 113You can email this form and/or your request to human.resources@taylorcountygov.comYou can mail this form toFOR COUNTY USE ONLY:Records Management Liaison OfficerTaylor County Board of County CommissionersPrint namePO Box 620Perry, FL 32348Perpt, FL 32348Department

Date

MALCOLM PAGE District 1

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



### TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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

DATE 2014

Name if Known Email if Known or available for pickup JACK R. BROWN, County Administrator 201 East Green Street Peny, 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

### **RE: Acknowledgement of Public Records Request**

Dear Requestor:

We received your public records request dated DATE HERE.

Only the following checked items below apply to this request:

- Your request will be processed in accordance with the Florida Public Records Law.
- You will be advised as soon as possible regarding estimated costs. Payment will be due in advance by cash, check, or money order made payable to the Taylor County Board of County Commissioners.
- No such records currently exist.
- Please provide additional information or another public records request to broaden your request. For your convenience, I have enclosed a form for you to use to broaden your request.
- Other:

If you have any questions, you may contact me at 850.838.3500 x 113 or by e-mail at human.resources@taylorcountygov.com.

Sincerely,

Marcella F. Bridier, MBA, RMPE Human Resources Director Records Management Liaison Officer JIM MOODY District 2 JODY DEVANE District 3 PAM FEAGLE District 4 PATRICIA PATTERSON District 5



## TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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## Public Records Request INVOICE

DATE:

TO:

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
No. of pages		\$0.15 cents	\$
SUBTOTAL	1		
SHIPPING & HANDLING			
TOTAL AMOUNT DUE			

Make checks or money orders payable to the Taylor County Board of County Commissioners.

Deposit fees into General Fund Revenue Account 0001-3699012 Misc Copies MALCOLM PAGE District 1 JIM MOODY District 2 JODY DEVANE District 3 PAM FEAGLE District 4 PATRICIA PATTERSON District 5



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## PUBLIC RECORDS CERTIFICATION STATEMENT

I Marcella Bridier, Human Resources Director and Records Management Liaison Officer for the Taylor County Board of County Commissioners, hereby certify that the attached are true and correct copies of the TITLE HERE, XXX pages, and that I am the official custodian of the records.

CERTIFIED this \_\_\_\_\_\_ date of \_\_\_\_\_, 2014.

BY: Marcella Bridier, MBA, RMPE Human Resources Director Records Management Liaison Officer Taylor County Board of County Commissioners JIM MOODY District 2 JODY DEVANE District 3 PATRICIA PATTERSON District 5

PAM FEAGLE

District 4



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CONRAD C. BISHOP, JR., County Attorney Post Office Box 167 Perry, Florida 32348 (850) 584-5113 Phone (850) 584-2433 Fax

**DATE 2014** 

Name if Known Email if Known

### RE: Public Records Request - Confidential/Exempt Records

Dear Requestor:

Please find enclosed the materials related to your request for public records.

Some of the material contains information that is confidential or exempt from public disclosure in accordance with Florida Statutes. (Provide the reason and statutory authority for all redactions HERE, e.g., all social security numbers have been redacted per Section 119.071(5)(a)3, Florida Statutes, or Drug Test Results are exempt from public disclosure per FS 112.0455(11).

If you have any questions, you may contact me at 850.838.3500 x 113 or by e-mail at human.resources@taylorcountygov.com.

Sincerely,

Marcella F. Bridier, MBA, RMPE Human Resources Director Records Management Liaison Officer

## **Taylor County** Board of County Commissioners' Policy Manual

Polîcy #:	Title:	Effective Date:
		05/04/09

2009-21

Sick Leave Policy

### PURPOSE

To provide guidance regarding sick leave for regular full time employees of the Board of County Commissioners

REFERENCE

IAFF and IBEW Union Contracts

POLICY

### SICK LEAVE - Eligibility and Use

The Board grants sick leave to regular full time employee after they have completed the fourth month of their introductory period. Sick leave may be used for the employee or employee's immediate family member's personal illness, injury or exposure to a contagious disease, which would endanger others and the employee's personal appointments with a doctor, dentist, or other recognized practitioner. Sick leave will be charged in one half hour increments. Employees must notify their supervisor prior to the commencement of the work day of their absence. Employees must complete a leave request upon their return to work. Employees may use annual leave for illness if they have exhausted their sick leave. For serious medical conditions requiring long term absences, please refer to the Family and Medical Leave Act Policy.

#### Accrual

Forty (40) hour per week employees will, at the end of the fourth month of employment, have accumulated eight (8) hours of sick leave and will accrue eight (8) hours at the conclusion of each month thereafter. An employee not completing a month will not accrue sick leave for that month. A completed month is a month where all scheduled work days were either worked or paid leave. (i.e., approved annual leave, sick leave, or personal day) Any unpaid leave will result in forfeiture of that month's sick leave accrual. Fifty-six (56) hours per week employees will be granted 10.5. Effective May 1, 2009 accrual of unused sick leave is unlimited. Employees hired after January 1, 1999, shall not be paid for unused sick leave, upon separation.

**Employees Employed Prior to January 1, 1999** - Upon proper separation from the County Employees employed prior to January 1, 1999 may be paid for their existing accrued sick leave (up to 720 hours) based upon their status as of December 31, 1998.

#### Certification by Physician

Employees out on sick leave for three or more consecutive work days shall be required to present a physician's certificate of fitness for duty in order to return to work. Employees may be required to submit a medical certification signed by a licensed physician to substantiate usage of personal family sick leave benefits. Such certification may be required if absence from duty for illness purposes occurs frequently or habitually, or in such a manner as to suggest a pattern of misuse.

#### Forfeiture of Sick Leave

Employees will forfeit all rights to sick leave benefits, regardless of length of service, if, prior to retirement, termination, or death, they are found guilty in a court of competent jurisdiction of committing, aiding or abetting any embezzlement, theft, or bribery in connection with County employment or have admitted to committing, aiding, or abetting any embezzlement, theft, or bribery in connection with County government.

#### **RESPONSIBLE DEPARTMENT**

Human Resources

#### Sunset Date: 5/04/14

Last Updated: 11/03/08

TAY	LOR COUNTY BOARD OF COMMISSIONERS	
	County Commission Agenda Item	
SUBJECT/TITLE: Board to approve the State Housing Initiative Partnership (SHIP) Annual Reports, Annual Report Certification, and Certification of Regulatory Reform Implementation .		
MEETING DATE RE	QUESTED: September 16, 2014	
	Board to approve the SHIP Annual Reports, Annual Certification, and Certification of Regulatory Implementation.	Reform
Recommended Act	on: Approve the SHIP Annual Reports and Certification of Regulatory Reform Implementation	
	Annual Reports and Certifications are a requirement to ble for SHIP funding. dv Cox	to be
	dy Cox	
Contact: Melody C	<b>X</b>	
<u>s</u>	UPPLEMENTAL MATERIAL / ISSUE ANALYSIS	
History, Facts & Iss	ues: The County is required to submit Annual Report Certifications on open SHIP grants. The Coun awarded \$350,000 through the SHIP Program for 2015.	ty has been
	SHIP grant funds can be used to provide assist qualified homes and homeowners for the reha- their homes, demolition and reconstruction of home if the house is in 51% or more disrepair, Time Home Buyers Down Payment Assistance. property or mobile homes are not eligible for as The County currently provides a maximum of S rehabilitation assistance, \$75,000 for demolitio construction, and a maximum of \$10,000 for quality Time Homebuyers. The SHIP grants funds can used as a match for a CDBG Housing Assistance SHIP is state funded and CDBG is federally fund	bilitation of an existing and First Rental ssistance. 525,000 for n and new Jalified First also be ce Grant as

Attachments: Annual Report Certification for SHIP, Certification for Regulatory Reform Implementation, SHIP Annual Report 2011/2012, SHIP Annual Report 2012/2013, and SHIP Annual Report 2013/2014

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### Certification for Regulatory Reform Implementation State Housing Initiatives Partnership (SHIP) Program

On Behalf of	Taylor County	(Local Government), I hereby certify
that the follow	ving information is true and accurate as	of the date of this submission for the following fiscal
years:	2011-2012, 2012-2013, 2013-2014	(list all three fiscal years):

- 1. Permits as defined in s.163.3164 (15) and (16) for affordable housing projects are expedited to a greater degree than other projects; and
- 2. There is an ongoing process for review of local policies, ordinances, regulations, and plan provisions that increase the cost of housing prior to their adoption.
- 3. The cumulative cost per newly constructed housing per housing unit, from these actions is estimated to be \$\_\_\_\_\_.
- 4. The cumulative cost per rehabilitated housing per housing unit, from these actions is estimated to be \$ \_\_\_\_\_\_.

Witness Signature	Date	Chief Elected Official or Designee Signature Date
Witness Printed Name		Malcolm Page, Chair Chief Elected Official or Designee Printed Name
With a O'		enter Excelet enterief of Designee i finiter wante
Witness Signature	Date	
Witness Printed Name		
Or		
		ATTEST (Seal)
Signature	Date	

163.3164 (15) of the Florida Statutes: "Development order" means any order granting, denying, or granting with conditions an application for a development permit.

163.3164(16) of the Florida Statutes: "Development permit" includes any building permit, zoning permit, subdivision approval, rezoning, certification, special exception, variance, or any other official action of local government having the effect of permitting the development of land.

October 2012

### Annual Report Certification for State Housing Initiatives Partnership (SHIP) Program

	(Local Government), I hereby certify that th							
annual reporting inf	formation submitted elect	ronically to F	lorida Housing Finance Corporation for fiscal years					
2011-2012, 201	2-2013, 2013-2014		(list all three fiscal years) is tr					
and accurate.								
Name of Staff Mem	ber responsible for subm	itting annual ı	report: Melody Cox	-				
Witness Signature		Date	Chief Elected Official or Designee Signature	Date				
			Malcolm Page, Chair					
Witness Printed Na	me		Chief Elected Official or Designee Printed Nam	e				
Witness Signature		Date						
Witness Printed Na	me							
Or								
			ATTEST (Seal)					
Signature		Date						

420.9075 (10) Each county or eligible municipality shall submit to the corporation by September 15 of each year a report of its affordable housing programs and accomplishments through June 30 immediately preceding submittal of the report. The report shall be certified as accurate and complete by the local government's chief elected official or his or her designee.

October 2012

## **Title: SHIP Annual Report**

**Report Status: Submitted** 

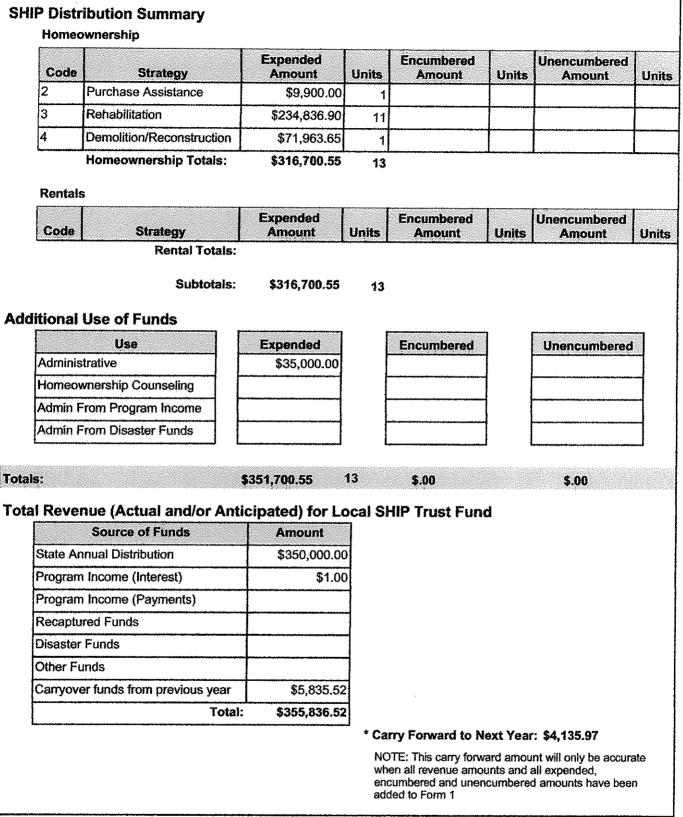
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Taylor County FY 2011/2012

Form 1

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Form 2

Description		Eff.	1 E	Bed		2 Bec	a	3 Bed		4 Bed
ap of Funding Sourc	ces for	r Units I	Produce	d ("Le	everag	gingʻ	")		- V P- 4	
Source of Funds Produ through June 30th for L		Amount of Funds Expended to Date		% of Total Value						
SHIP Funds Expended			\$	316,70	0.55		****	1(	00.00	%
Public Moneys Expended	d								.00	%
Private Funds Expended		<u></u>						••••••••••••••••••••••••••••••••••••••	.00	%
										5
Owner Contribution									.00	%
Total Value of All Units	nce Su	mmary		316,70 <b>Owne</b> i		/Con	istruc		00.00	
Total Value of All Units				Ownei					00.009 ab	% FL Statute
Total Value of All Units Program Complian		SHIP	- Home (	Ownei Trus	rship	ds		tion/Reh	ab	%
Total Value of All Units Program Complian Compliance Catego	ory	SHIP \$3	- Home ( Funds	Owner Trus \$3	rship t Fund	<b>ds</b> 0.00		tion/Reh	ab	% FL Statute Minimum %

	Totals:	\$316,700.55	\$.00	\$.00	\$316,700.55	89.00%
Moderate		\$56,282.50			\$56,282.50	15.82%
Low			e		\$.00	.00%
Very Low		\$221,481.90			\$221,481.90	62.24%
Extremely Low		\$38,936.15			\$38,936.15	10.94%

### **Project Funding for Expended Funds Only**

Income Category	Total Funds Mortgages, Loans & DPL's	Mortgages, Loans & DPL Unit #s	Total Funds SHIP Grants	SHIP Grant Unit #s	Total SHIP Funds Expended	Total # Units
Extremely Low	\$38,936.15			2	\$38,936.15	2
Very Low	\$221,481.90			8	\$221,481.90	8
Low					\$.00	0
Moderate	\$56,282.50			3	\$56,282.50	3
Totals:	\$316,700.55	0	\$.00	13	\$316,700.55	13

### Form 3

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Number of Households/Units Produced

Strategy	List Unincorporated and Each Municipality	ELI	VLI	Low	Mod	Total
Purchase Assistance	Perry				1	1
Rehabilitation	Perry	2	7		2	11
Demolition/Reconstruction	Perry		1			1
	Totais:	2	8		3	13

#### Characteristics/Age (Head of Household)

Description	List Unincorporated and Each Municipality	0 - 25	26 - 40	41 - 61	62+	Total
Purchase Assistance	Perry			1		1
Rehabilitation	Perry	1	1	4	6	11
Demolition/Reconstr uction	Репту			1		1
	Totals:	A	1	6	6	13

#### **Family Size**

ï

Description	List Unincorporated and Each Municipality	1 Person	2-4 People	5+ People	Total
Purchase Assistance	Регту		1		1
Rehabilitation	Ретту	10	1		11
Demolition/Reconstr uction	Perry		1		1
	Totals:	10	3	*****	13

#### Race (Head of Household)

Description	List Unincorporated and Each Municipality	White	Black	Hisp- anic	Asian	Amer- Indian	Other	Total
Purchase Assistance	Реггу	1						1
Rehabilitation	Perry	8	3	····				11
Demolition/Reconstruction	Perry	1		·				1
	Totals:	10	3		k	<b></b>	L	13

### Special Needs (Any Member of Household)

Rehabilitation	Perry			·	6		6
Purchase Assistance	Perry						0
Description	List Unincorporated and Each Municipality	Farm Worker	Devel. Dis- abled	Home- less		Special Needs	Total

Form SHIP AR/2009 67-37.008(3)(f), F.A.C. Effective Date: 11/2009

Demolition/Reconstr uction	Perry				0
· · · · · · · · · · · · · · · · · · ·	Totals:	<u> </u>	6	<u>4</u>	6

## Special Target Groups for Funds Expended (i.e. teachers, nurses, law enforcement, fire fighters, etc.) Set Aside

Description	Special Target Total # of Group Expended Funds Expended Units	
Associate 🖌 🎢		

#### Form 4

#### **Status of Incentive Strategies**

Incentive Strategy:

Expedited Permitting strategy and ongoing review Strategy.

Adopting Ordinance or Resolution Number or identify local policy:

Resolution Dated April 6, 2009

Implementation Schedule (Date):

April 6, 2009

Has the plan or strategy been implemented? If no, describe the steps that will be taken to implement the plan:

Yes.

Status of Strategy - (is the strategy functioning as intended, i.e. are the time frames being met, etc.):

The strategy is functioning as intended and time frames are being met.

#### **Support Services**

Homeownership Counseling- an 8 hour workshop is offered to those whom apply for the Homebuyer Assistance strategy. The workshop covers budgeting, home maintenance, credit reporting, the importance of using a home inspector when purchasing an existing home, using a realtor, finding a lender and the application and closing process.

#### **Other Accomplishments**

N/A

#### Availability for Public Inspection and Comments

A legal advertisement ran in the local newspaper to inform the public that Taylor County's SHIP Annual Report is available for review upon request from the County's local Grants Office.

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#### **Default and Foreclosure**

#### **Mortgage Foreclosures**

- A. Very low income households in foreclosure: 0
- B. Low income households in foreclosure:

C	. Moderate households in foreclos	sure:	0
L	oans Life-to-date:	0	
Mortga	ge Defaults		
А	. Very low income households in a	default:	0
В	. Low income households in defau	ult:	0
С	. Moderate households in default:		0
Le	oans Life-to-date:	0	

#### Welfare to Work Programs

N/A

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#### **Strategies and Production Costs**

Strategy	Average Cost
Purchase Assistance	\$9,900.00
Rehabilitation	\$21,348.81
Demolition/Reconstruction	\$71,963.65

### **Expended Funds**

Total Unit Cou	nt: 13	Total Expended	Amount:	\$316,701.00		
Strategy	Full Name	Address	City	Zip Code	Expended Funds	Unit Counted
Purchase Assistance	Teresa Johns	901 E. Julia St.	Perry	32347	\$9,900.00	
Rehabilitation	John Hart	619 W. Wilcox St.	Реггу	32347	\$14,056.00	
Rehabilitation	Freddie Lee Johnson	1502 S. Parker St.	Perry	32348	\$16,999.50	
Rehabilitation	Machelle Russell	2949 Mixon Rd.	Perry	32348	\$17,513.45	
Rehabilitation	Norma Tomlinson	108 Magnolia Rd.	Perry	32348	\$25,000.00	
Rehabilitation	Charles Davis	1004 N. Quincy St.	Perry	32347	\$24,325.00	
Rehabilitation	Charles Gray	705 12th St.	Perry	32348	\$25,000.00	
Rehabilitation	Sandra Tyner	324 E. Park St.	Perry	32348	\$20,575.00	
Rehabilitation	Vera Edwards	2847 Pisgah Rd.	Perry	32348	\$25,098.30	
Rehabilitation	Mary Ondash	3435 Rose Rd.	Perry	32348	\$23,048.80	
Rehabilitation	Betty Ellison	712 N. Wilder St.	Perry	32347	\$21,284.20	Π
Rehabilitation	Johnnie Bell Lauria	511 Warner Ave.	Perry	32347	\$21,936.65	
Demolition/Recons truction	Tiki Freeman	1146 N. Miller Rd.	Perry	32348	\$71,963.65	

#### **Administrative Expenditures**

\$35,000 - Government Services Group, Inc.

### Sub Recipients and Consultants

Government Services Group, Inc.	Consultant	All	Administration	\$35,000.00
Name	Business Type	Strategy Covered	Responsibility	Amount

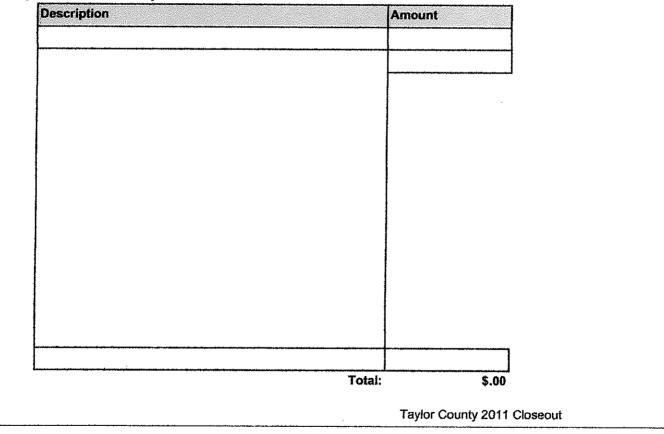
#### Program Income

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	Total:	\$1.00
Other ():		
Interest Earned:		\$1.00
Sale of Property:		
Foreclosure:		
Refinance:		
Loan Repayment:		
Program Income Funds		

#### **Explanation of Recaptured funds**



## **Title: SHIP Annual Report**

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**Report Status: Submitted** 

Taylor County FY 2012/2013

	ownership		Entering				
Code	Strategy	Expended Amount	Units	Encumbered Amount	Units	Unencumbered Amount	
3	Rehabilitation	\$25,593.70	<ul> <li>Conservation (Conservation)</li> </ul>	Vincent	Unita		
<b></b>	Homeownership Totals:	\$25,593.70	2		L	1	
Rental	e						
		Expended		Encumbered		Unencumbered	I
Code	Strategy	Amount	Units	Amount	Units	Amount	
	Rental Totals:						بسب
	Subtotals:	\$25,593.70	2				
litional	Use of Funds				<b>T</b>		
	Use	Expended		Encumbered		Unencumbered	1
Adminis		\$2,500.00	ļ	······			_
	wnership Counseling	·······					
	-rom Urogram Income I I	1	1				
	From Program Income	·	-				
	From Disaster Funds		ŀ		,	·····	
Admin F	-	·	Ľ				
	From Disaster Funds	\$28,093.70	2	\$.00		\$.00	
Admin F	From Disaster Funds					\$.00	
Admin F	From Disaster Funds				3	\$.00	
Admin F s: I Reve	rom Disaster Funds	cipated) for Lo	ocal Sł		) 1	\$.00	
Admin F s: I Reve State Ar	rom Disaster Funds nue (Actual and/or Anti Source of Funds	cipated) for Lo	ocal SH		3	\$.00	
Admin F s: I Reve State Ar Program	From Disaster Funds nue (Actual and/or Anti Source of Funds nual Distribution	cipated) for Lo Amount \$25,000.00	ocal SH			\$.00	
Admin F s: I Reve State Ar Program	From Disaster Funds  nue (Actual and/or Anti Source of Funds  nual Distribution  Income (Interest)	cipated) for Lo Amount \$25,000.00	ocal SH		3	\$.00	
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Admin F s: I Reve State Ar Program Program Recaptu	From Disaster Funds	cipated) for Lo Amount \$25,000.00	ocal SH		4	\$.00	
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Admin F s: I Reve State Ar Program Program Recaptu Disaster Other Fu	From Disaster Funds nue (Actual and/or Anti Source of Funds nual Distribution n Income (Interest) n Income (Payments) red Funds Funds unds	cipated) for Lo Amount \$25,000.00 \$.50 \$.50 \$4,135.97				\$.00	
Admin F s: I Reve State Ar Program Program Recaptu Disaster Other Fu	From Disaster Funds	cipated) for Lo Amount \$25,000.00 \$.50 \$.50 \$4,135.97		IIP Trust Fund			
Admin F s: I Reve State Ar Program Program Recaptu Disaster Other Fu	From Disaster Funds	cipated) for Lo Amount \$25,000.00 \$.50 \$.50 \$4,135.97	* Car	IIP Trust Fund	ext Year		

\$25,593.70

\$25,593.70

\$.00

\$.00

2

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2

2

2

\$.00

### Form 2

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Description	n	E	ff.	1 8	Bed		2 Bei	ł	3 Bed		4 Bed
ap of Funding S	Source	e for II	nite	Produce	d /"1 /	<u>avoran</u>	lina	**}			
Source of Funds	Produc	ed Ar	Since Si	of Funds E							
through June 30t SHIP Funds Expen	and the second second second	nits		Date	\$25,5	02 70		% of T	otal Value	).00%	
Public Moneys Expen					φ20,0	93.70		······		.00%	
Private Funds Expe											
Owner Contribution					••••••					.00%	
					<b>POE E</b>	00.70	-				
Total Value of All U	nits	[			\$25,59	93.70			100	0.00%	
P Program Com	pliand	e Sumr	nary	- Home	Owne	ership/	Cor	istruct	ion/Reha	b	
							er en				Statute
Compliance C Homeownership	ategor	<u>y</u>		Funds 25,593.70		st Fund \$25,000		% of T	rust Fund 102.37%		imum % 65%
nomeownersmp						2222 1111	лан		102.37 %		0,7%
Construction / Reha	abilitatio	on		25,593.70		\$25,000			102.37%		75%
Construction / Reha	abilitatio	on									
Construction / Reha	abilitatic	on						<del>,</del>			
L <u></u>	<u></u>		\$	25,593.70							
L <u> </u>	e - In	come S SHIP FL	\$ et-As	325,593.70 Sides SHIP Fu	nds	\$25,000 SHII	).00 P Fu		102.37% Total of		75% Total
iram Complianc	e - In	come S	\$ et-As	25,593.70	nds	\$25,000	).00 P Fu		102.37%	is A	75% Total vailable
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iram Complianc	e - In	come S SHIP FL Expend	\$ et-As	sides SHIP Fu Encumb	nds	\$25,000 SHII	).00 P Fu		102.37% Total of SHIP Func \$	is A Fi .00	Total vailable unds % 3
gram Complianc Income Catego Extremely Low	e - In	come S SHIP FL Expend	\$ et-As inds led	sides SHIP Fu Encumb	nds	\$25,000 SHII	).00 P Fu		102.37% Total of SHIP Func \$ \$25,593	is A Fi .00	Total vailable unds % .00 <sup>0</sup> 87.84
Extremely Low Very Low	e - In	come S SHIP FL Expend	\$ et-As inds led	sides SHIP Fu Encumb	nds	\$25,000 SHII	).00 P Fu		102.37% Total of SHIP Func \$ \$25,593 \$	<b>is A</b> Fi .000 .70	Total vailable unds % <sup>3</sup> .00 <sup>4</sup> 87.84 <sup>4</sup>
gram Complianc Income Catego Extremely Low Very Low Low Moderate	e - In	come S SHIP FL Expend	\$ et-As inds ded 93.70	sides SHIP Fu Encumb	nds	\$25,000 SHII	).00 P Fu		102.37% Total of SHIP Func \$ \$25,593 \$ \$	<b>is</b> A .00 .70 .00 .00	Total vailable unds % * .009 87.849 .009
gram Complianc Income Catego Extremely Low Very Low Low Moderate	e - Inc	Come S SHIP FL Expend \$25,5	\$ et-As inds ded 93.70	sides SHIP Fu Encumb	inds ered	\$25,000 SHII	).00 P Fu	bered	102.37% Total of SHIP Func \$ \$25,593 \$	<b>is</b> A .00 .70 .00 .00	Total vailable unds % * .009 87.849 .009
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Fram Complianc Income Catego Extremely Low Very Low Low Moderate	e - Inc ry otals: Exper	ship Fi Ship Fi Expend \$25,5 \$25,5 hded Fu	\$ et-As inds ded 93.70 93.70 93.70 inds Mo	sides SHIP Fu Encumb	inds ered \$.00	\$25,000 SHII Unenc	P Fu cumt	\$.00	102.37% Total of SHIP Func \$ \$25,593 \$ \$25,593 \$ \$25,593	<b>is A</b> Fi .00 .70 .00 .00 .70	Total vailable unds % * .009 87.849 .009 87.849 87.849
ram Complianc Income Catego Extremely Low Very Low Low Moderate To ect Funding for	e - Inc ry otals: Exper Tota Mor	ship Fi Ship Fi Expend \$25,5 \$25,5 aded Fu	\$ inds ded 93.70 93.70 inds Mo L	sides SHIP Fu Encumb	inds ered \$.00	\$25,000 SHill Unenc	P Fu cumt	sered \$.00	102.37% Total of SHIP Func \$ \$25,593 \$ \$25,593 \$ \$25,593 \$ \$ 25,593	<b>is A</b> .00 .70 .00 .70 .70 .70	Total vailable unds % <sup>3</sup> .00 <sup>4</sup> 87.84 <sup>4</sup> .00 <sup>4</sup> 87.84 <sup>4</sup>
ram Complianc Income Catego Extremely Low Very Low Low Moderate To ect Funding for	e - Inc ry otals: Exper Tota Mor	stip Files State S	\$ inds ded 93.70 93.70 inds Mo L	Sides SHIP Fu Encumb Only rtgages, oans &	inds ered \$.00	\$25,000 SHII Unenc	P Fu cumt	\$.00 SHIP Grant	102.37% Total of SHIP Func \$ \$25,593 \$ \$25,593 \$ \$25,593 \$ \$ 25,593	<b>is A</b> .00 .70 .00 .70 .70 .70	Total vailable unds % ' .00' 87.84' .00' 87.84' 87.84' Units

Very Low

Moderate

Totals:

Low

0

\$25,593.70

\$25,593.70

### Number of Households/Units Produced

	Totals:	2		2
Rehabilitation	Perry	2		2
Strategy	List Unincorporated and Each Municipality	ELI VLI	Low Mod	Total

#### Characteristics/Age (Head of Household)

	Totals:		2	2
Rehabilitation	Perry		2	2
Description	List Unincorporated and Each Municipality	0 - 25 26 - 4	.0 41 - 61	62+ Total

#### **Family Size**

79

	Totals:	1		1	2
Rehabilitation	Perry	1		1	2
Description	List Unincorporated and Each Municipality	1 Person	2-4 People	5 + People	Total

#### Race (Head of Household)

	Totals:	2			2
Rehabilitation	Perry	2			2
Description	List Unincorporated and Each Municipality	White Black	Hisp- anic Asian	Amer- Indian Othe	er Total

#### **Special Needs (Any Member of Household)**

Description	and Each Municipality	Farm Worker	Dis- abled	Home- less	Elderly	Special Needs	Special Needs	T
Rehabilitation	Perry	1			T		1	Γ
	Totals:							
ecial Target Gro fighters, etc.) (	oups for Funds Expe		. teache	ers, nurs	es, law (	enforcer	nent,	

#### Form 4

### **Expended Funds**

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#### \$25,594.00

Strategy	Full Name	Address	City	Zip Code	Expended Funds	Unit Counted
Rehabilitation	Norma Wells	305 1st Street	Perry	32347	\$16,386.15	
Rehabilitation	Barbara Gent	117 E. Pace Dr.	Perry	32347	\$9,207.55	

Taylor County 2012 Interim-1

**Report Status: Submitted** 

## **Title: SHIP Annual Report**

Taylor County FY 2013/2014

Form 1

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#### **SHIP Distribution Summary** Homeownership Unencumbered Expended Encumbered Units Units Amount Units Amount Amount Strategy Code \$50,000.00 \$67,278,71 2 Rehabilitation 3 3 \$148,266.46 2 \$74,998.60 1 4 Demolition/Reconstruction \$198,266.46 4 **Homeownership Totals:** \$142,277.31 4 Rentals Unencumbered Expended Encumbered Units Units Amount Amount Amount Units Strategy Code **Rental Totals:** \$198,266.46 4 \$142,277.31 Subtotals: Δ **Additional Use of Funds** Encumbered Unencumbered Expended Use \$10,500.00 Administrative Homeownership Counseling Admin From Program Income Admin From Disaster Funds 4 \$.00 4 \$198,266.46 \$152,777.31 Totals: Total Revenue (Actual and/or Anticipated) for Local SHIP Trust Fund Amount Source of Funds \$350,000.00 State Annual Distribution Program Income (Interest) \$1.00 Program Income (Payments) **Recaptured Funds Disaster Funds** Other Funds Carryover funds from previous year \$1,042.77 Total: \$351,043.77 \* Carry Forward to Next Year: \$.00 NOTE: This carry forward amount will only be accurate when all revenue amounts and all expended, encumbered and unencumbered amounts have been added to Form 1

Form 2

100.00%

Description	Eff. 1 Bed	2 Bed 3 Bed 4	4 Be
p of Funding Sources	for Units Produced ("Levera	ging")	
Source of Funds Produced through June 30th for Units	Amount of Funds Expended to Date	% of Total Value	
SHIP Funds Expended	\$142,277.31	100.00%	
Public Moneys Expended		.00%	
Private Funds Expended		.00%	
Owner Contribution		.00%	

#### SHIP Program Compliance Summary - Home Ownership/Construction/Rehab

Compliance Category	SHIP Funds	Trust Funds	% of Trust Fund	FL Statute Minimum %
Homeownership	\$340,277.31	\$350,000.00	97.22%	65%
Construction / Rehabilitation	\$340,277.31	\$350,000.00	97.22%	75%

\$142,277.31

#### **Program Compliance - Income Set-Asides**

Total Value of All Units

Income Category	SHIP Funds Expended	SHIP Funds Encumbered	SHIP Funds Unencumbered	Total of SHIP Funds	Total Available Funds % *
Extremely Low	\$16,729.29	\$74,266.46		\$90,995.75	25.92%
Very Low	\$101,700.18			\$101,700.18	28.97%
Low	\$23,847.84	\$124,000.00		\$147,847.84	42.12%
Moderate				\$.00	.00%
Totals:	\$142,277.31	\$198,266.46	\$.00	\$340,543.77	97.01%

### Project Funding for Expended Funds Only

Income Category	Total Funds Mortgages, Loans & DPL's	Mortgages, Loans & DPL Unit #s	Total Funds SHIP Grants	SHIP Grant Unit #s	Total SHIP Funds Expended	Total # Units
Extremely Low	\$16,729.29			1	\$16,729.29	1
Very Low	\$101,700.18			2	\$101,700.18	2
Low	\$23,847.84			1	\$23,847.84	1
Moderate					\$.00	0
Totals:	\$142,277.31	0	\$.00	4	\$142,277.31	4

Form 3

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#### Number of Households/Units Produced List Unincorporated and Each Strategy Municipality **ELI** VLI Low Mod Total Rehabilitation Perry 1 2 1 4 Totals: 1 2 1 4 **Characteristics/Age (Head of Household)** List Unincorporated and Each Description Municipality 0 - 25 26 - 40 41 - 61 62+ Total Rehabilitation Perry 1 3 4 Totals: 1 3 **Family Size List Unincorporated** and Each 2-4 5+ Description Municipality Person People People Total Rehabilitation Perry 2 2 4 Totals: 2 2 4 **Race (Head of Household)** List Unincorporated and Each Hisp-Amer Description Municipality White Black anic Asian Indian Other Total Rehabilitation Perry 2 2 4 Totals: 2 2 A **Special Needs (Any Member of Household)** List Unincorporated Devel. and Each Farm Dis-Home-**Special** Special Description Municipality Worker abled less Elderly Needs Needs Total Perry Rehabilitation 3 3 Totals: 3 3 Special Target Groups for Funds Expended (i.e. teachers, nurses, law enforcement, fire fighters, etc.) Set Aside **Special Target** Total # of Description Group Expended Funds **Expended Units**

#### Form 4

# **Expended Funds**

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#### \$142,277.00

Strategy	Full Name	Address	City	Zip Code	Expended Funds	Unit Counted
Rehabilitation	Katie Monroe	607 Homer J. Smith Ave.	Perry	32347	\$23,847.84	
Rehabilitation	Sharon Monroe	101 Joann St.	Регту	32347	\$16,729.29	
Rehabilitation	Stanley Smith	904 W. Wilcox St.	Perry	32348	\$26,701.58	
Demolition/Recons truction	Merdine Mathis	801 E. Quail St.	Perry	32348	\$74,998.60	

# Taylor County 2013 Interim-2

# Form 5

# Special Needs Breakdown

# SHIP Expended and Encumbered for Special Needs Applicants

Code(s)	Strategies	Expended Amount	Units		Encumbered Amount	Units
3	Rehabilitation	\$26,70	1.58			
4	Demolition/Reconstruction			Т	\$74,266.46	1

# Special Needs Category Breakdown by Strategy

Strategies	Special Needs Category	Expended Amount	Units	Encumbered Amount	Units
(3) Rehabilitation	Receiving Supplemental Security Income	\$26,701.58	1		
(4) Demolition/Reconstruction	Receiving Supplemental Security Income			\$74,266.46	1

# TAYLOR COUNTY BOARD OF COMMISSIONERS County Commission Agenda Item

# SUBJECT/TITLE:



Board to consider approval of annual contract with North Central Florida Regional Planning Council (NCFRPC) for Planning Services

(0)

# MEETING DATE REQUESTED: September 16, 2014

Statement of Issue: Request for Board approval of contract for Planning Services with the North Central Florida Regional Planning Council (NCFRPC) for fiscal year 2014/2015.

Recommended Action: Approve contract.

Fiscal Impact: \$12,500

Budgeted Expense: Yes

Submitted By: Danny Griner

Contact: building.director@taylorcountygov.com

# **SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** The NCFRPC has provided planning services for the County through a contractual agreement for numerous years. The services provided include, but are not limited to, Future Land Use Map amendment processing, statutorily required comprehensive plan amendment processing, land development code amendment processing, public notice preparation for legal and display advertisements, state agency notification of amendments, data and analysis calculations for required amendments, concurrency calculation review for amendments, negotiation with the Department of Economic Opportunity and consultation with county staff. The contract price was at one time \$23,500; however, due to the budgetary constraints faced by the County, the Council has agreed to continue to perform the service for \$12,500.

Planning staff deems a contractual agreement with the Planning Council to be a necessity for operation of the planning responsibilities of the County. The actions performed by the Council for previous issues, such as; proportionate fair share, capital improvement amendment, public school facilities element and associated interlocal agreement has allowed the county to move forward without acting in a reactionary manner and not being subject to the repercussions of missed deadlines that are common with such mandated amendments.

Planning staff respectfully requests the County Commission approve the attached contract in the amount of \$12,500 for fiscal year 2014/2015.

- **Options:** 1. Approve contract.
  - 2. Choose not to approve contract.

Attachments:

Copy of contract.

#### FISCAL YEAR 2015

#### LOCAL GOVERNMENT COMPREHENSIVE PLANNING SERVICES

#### AGREEMENT

#### BETWEEN THE

# BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA

#### AND THE

#### NORTH CENTRAL FLORIDA REGIONAL PLANNING COUNCIL

This Agreement made and entered into this \_\_\_\_\_\_ day of \_\_\_\_\_\_ 2014, by and between the Board of County Commissioners of Taylor County, Florida, hereinafter referred to as the "Purchaser" and the North Central Florida Regional Planning Council, hereinafter referred to as the "Planning Council".

This AGREEMENT/CONTRACT IS ENTERED INTO BASED UPON THE FOLLOWING FACTS: The Purchaser desires to engage the Planning Council to render certain technical or professional services; and

The Planning Council possesses the qualifications and expertise to perform the services required.

NOW THEREFORE, THE PURCHASER AND THE PLANNING COUNCIL DO MUTUALLY AGREE AS FOLLOWS:

#### ARTICLE I - SCOPE OF SERVICES

The Planning Council agrees to provide services to the Purchaser in accordance with the terms and conditions set forth in Appendix A, Scope of Services, of this Agreement which is incorporated by reference herein and considered as an integral part of this Agreement.

#### **ARTICLE II - COMPENSATION**

The Planning Council shall be paid by the Purchaser a fixed fee of Twelve Thousand Five Hundred Dollars and No Cents (\$12,500.00) for services provided in completing the Scope of Services described in Appendix A, which is incorporated herein by reference.

Payment to the Planning Council for services rendered in accordance with the Scope of Services as set forth in Appendix A, Scope of Services, of this Agreement, which is incorporated by reference herein and considered as an integral part of this Agreement, will become due within thirty (30) days following receipt by the Purchaser of a requisition of payment. Requisitions may be made on a monthly basis.

#### **ARTICLE III - TIME COMPLETION**

This Agreement shall begin on October 1, 2014 and shall end on September 30, 2015. Any allowable costs incurred by the Planning Council during the period covered by this Agreement in providing services in performing the work described in Appendix A, Scope of Services, of this Agreement, which is incorporated by reference herein and considered as an integral part of this Agreement are eligible expenses chargeable to the Purchaser. However, if this Agreement is not executed by all parties, the Purchaser shall not be liable for any such costs incurred by the Planning Council.

## **ARTICLE IV - TERMINATION WITHOUT CAUSE**

Each party may terminate this Agreement without cause providing fifteen (15) days written notice to the other. Written notice shall be via U.S. Mail, first class mail, postage prepaid, by certified mail, return receipt requested. In such an event, all finished or unfinished documents and other materials prepared by the Planning Council pursuant to this Agreement shall become the property of the Purchaser. Upon termination as provided in this Article, the Planning Council shall be reimbursed for all of its actual costs incurred in providing services hereunder this Agreement as the same are defined in Article II of this Agreement.

#### **ARTICLE V - DEFAULT AND TERMINATION**

The failure of either party to comply with any provision of this Agreement shall place that party at default. Prior to terminating this Agreement, the nondefaulting party shall notify the defaulting party in writing. Written notice shall be via U.S. Mail, first class mail, postage prepaid, by certified mail, return receipt requested. The notification shall make specific reference to the provision which gave rise to the default. The defaulting party shall then be entitled to a period of ten (10) days in which to cure the default. In the event said default is not cured within the ten (10) day period, the Agreement may be terminated. The failure of either party to exercise this right shall not be considered a waiver of such right in the event of any further default or noncompliance. Upon default and termination as provided in this Article, the Planning Council shall be reimbursed for all of its actual costs incurred in providing services hereunder this Agreement as the same are defined in Article II of this Agreement and all finished or unfinished documents and other materials prepared by the Planning Council pursuant to this Agreement shall become the property of the Purchaser.

#### **ARTICLE VI - NONDISCRIMINATION**

In carrying out the work of this Agreement, the Planning Council shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin or handicapped status. The Planning Council shall take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, creed, color, sex, national origin or handicapped status. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Planning Council agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. The Planning Council shall, in all solicitations or advertisements for employees placed by or on behalf of the Planning Council, state that it is an Equal Opportunity/Affirmative Action Employer. The Planning Council shall incorporate the foregoing requirement of this paragraph in all subcontracts for services covered by this Agreement.

#### ARTICLE VII - LIABILITY

The Planning Council hereby agrees to hold harmless the Purchaser, to the extent allowed and required by law, from all claims, demands, liabilities and suits of third persons or entities not a party to this Agreement arising out of, or due to any act, occurrence, or omission of the Planning Council, its subcontractors or agents, if any, that is related to the Planning Council's performance under this Agreement.

#### ARTICLE VIII - ASSIGNABILITY

The Planning Council shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation), without the prior consent of the Purchaser.

#### **ARTICLE IX - REPRESENTATIVES FOR THE PARTIES**

In all matters relating to the performance of this Agreement, the County Administrator of the Purchaser shall represent and act for the Purchaser and the Executive Director of the Planning Council shall represent and act for the Planning Council.

# ARTICLE X - VENUE AND JURISDICTION FOR LITIGATION BETWEEN THE PARTIES

This Agreement shall be construed according to the laws of the State of Florida. Venue shall be exclusively in Taylor County, Florida for all litigation between the parties and all issues litigated between the parties shall be litigated exclusively in a court of competent jurisdiction of Taylor County, Florida. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of the Agreement.

#### **ARTICLE XI - AMENDMENT OF AGREEMENT**

The Planning Council and the Purchaser by mutual agreement may amend, extend, or modify this Agreement. Any such modification shall be mutually agreed upon by and between the Planning Council and Purchaser and shall be incorporated in a written amendment to this Agreement, duly signed by both parties.

#### ARTICLE XII - COMPLETE CONTRACT

This Agreement, including Appendix A, Scope of Services, of this Agreement, which is incorporated by reference herein and considered as an integral part of this Agreement, constitutes the entire contract between the parties, and any changes, amendments, or modifications hereof shall be void unless the same are reduced to writing and signed by the parties hereto.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized on the date first above written.

BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY

Attest:

Seal

Annie Mae Murphy County Clerk Malcolm V. Page Chair

NORTH CENTRAL FLORIDA REGIONAL PLANNING COUNCIL

Attest:

Seal

Scott R. Koons Executive Director

5000

Carolyn B. Spooner Chair

L:\LGA Contracts\2015\2015 counties contract final merge.wpd

#### APPENDIX A

#### SCOPE OF SERVICES

## FOR THE

#### FISCAL YEAR 2015

#### LOCAL GOVERNMENT COMPREHENSIVE PLANNING SERVICES AGREEMENT

The following services will be provided by the Planning Council to the Purchaser.

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- I. <u>General Technical Assistance</u> conducting research, answering questions and assisting with comprehensive plan and land development regulations interpretations; and
- II. <u>Amendment Assistance</u> preparing public notices, draft ordinances, data and analysis and concurrency review for comprehensive plan text and map and land development regulations text and zoning map amendments.

	AYLOR COUNTY BOARD OF COMMISSIONERS
	County Commission Agenda Item
SUBJECT/TITLE:	
Meeting Date:	September 16, 2014
Statement of Issu	Ie: THE BOARD TO APPROVE A PROGRESS REPORT
Recommendation	: APPROVE
Fiscal Impact:	N/A       Budgeted Expense:       Yes       No       N/A       X
Submitted By:	STEVE SPRADLEY, EMERGENCY MANAGEMENT DIRECTOR
Contact:	838-3575
	SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS
History, Facts & I	ssues: THE LOCAL MITIGATION STRATEGY WORKING GROUP IS
REQUIRED BY FE	MA AND THE STATE DIVISION OF EMERGENCY MANAGEMENT TO
SUBMIT AN ANNU	JAL PROGRESS REPORT ON LOCAL MITIGATION PROJECTS.
Options:	APPROVE; NOT APPORVE
Attachments:	LMS PROJECT PROGRESS REPORT

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# TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS Department of Emergency Management

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

# MEMORANDUM

To: Jami Boothby

From: Steve Spradley, EM Director

Date: September 10, 2014

Subject: Taylor County Local Mitigation Strategy Plan Annual Progress Report

Jami,

The LMS/LTR work groups met four times since the last writing of this progress report on December 10, 2013, February 27, 2014, June 16, 2014, and September 9, 2014. The group meets quarterly to discuss potential mitigation and recovery projects and planning. Below is a status update for the individual projects identified in the LMS. This report will be submitted for Board review and approval on the September 16 Regular Meeting. Upon approval this report will be posted to the Board's website and advertised in the paper. Copies of this report will be maintained in my office, your office, and at the EOC.

Flood1 Countyw storm w managel study 2011 Update: Funding funding to initiate this 2012 Update: TCEM/TC area for future grant ag in the County.	ater storms, and ment flooding for this effort has not me effort on an ongoing bas PW/TC Engineering is w	impact to the county transportation and road system. aterialized, yet remains a top priority		Taylor County Public Works	\$50,000 (will continue	24 months
funding to initiate this 2012 Update: TCEM/TC area for future grant ap in the County.	effort on an ongoing bas PW/TC Engineering is w	is. Jorking with FDOT in their identificat		Group. The County	/ will continue	to seek
2013 Opdate: Not Spc 2014 Update: Funding	t" identification is conti for this effort has not m	nuing. Grant opportunities have not naterialized, yet remains a top prior	to better define the yet materialized	coastal flooding and	) better define riverine flood	the study ing hazard
	effort on an ongoing ba					
Flood2 the exist storm di system	ments to storms, ing flooding ain	City of Perry Project. This is to analyze, improve and develop their existing storm drainage system throughout the city to improve drainage to lessen and eliminate certain flooding issues naterialized, yet remains one of the t	Proposed	City of Perry Public Works	\$100,000	24 months

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choke point in be structurally that solution w 2011 Update:	the river before the sound. Revisions t will replace this item No solution has bee SRWMD is still worl No solution identif	e bridges. The ch o the floodplain o on the LMS proj en proposed to a king on a propose <b>ied at this time</b> .	noke point was found to be found could be problematic. The SRWN ject list in the future, mend this project. ed solution	on private property. Th AD study will investigate	he bridges were this in more def City of Perry	inspected, and ail. If a solutio	found in is fo
choke point in be structurally that solution w 2011 Update:	the river before the sound. Revisions t will replace this item No solution has bee SRWMD is still worl No solution identif	e bridges. The ch o the floodplain o on the LMS proj en proposed to a king on a propose <b>ied at this time</b> .	noke point was found to be found could be problematic. The SRWN ject list in the future, mend this project. ed solution	on private property. Th AD study will investigate	he bridges were this in more def City of Perry	inspected, and ail. If a solutio	found in is fo 36
2014 Update:	New hridge and	hurricanes.	This project proposes the	Ongoing	1	\$250,000	
	culvert at Main Street	storms and flooding	construction of a new bridge and culvert across Pimple Creek at Main Street. This		Public Works		mon
			will improve access to the new hospital and lessen the effects of flooding.				
2010 Update:	Similar to Flood4 u	pdate. The bridg	ges were inspected and found to i udy before proceeding with this e	be structurally sound. T effort. Funding will be a	he City wants to n issue.	wait until the	Suwar
2012 Update:	SRWMD is still worl	king on a propos	ed solution.		한 것 같은 것을 수 있습니 같은 것 같은 것을 가 다니다.		
	No solution or ide			Completed/ongoing	City of Perry	\$1,500,000	36
i	Increase size of retention pond	hurricanes, storms and	This project proposes various improvements to the	Completed/ongoing	Public Works	31,300,000	mor
	at Warner Street and Demps Lane	flooding	retention pond at Warner Street and Demps Lane. This will alleviate the flooding				
			problems during storms and heavy rains.				
2010 Update:	This project is com	ı ipleted. Several i	mprovements were made to the	retention pond at Warn	i Ther Street and De	mps Lane. The	e City
continues to n	nonitor the water fl	ow patterns of th	his area to be sure the improvem	ents made were adequa	rte. This will rem	ain on the LMS	S proje
list. 2014 Undate:	IMS Committee	as discussed room	noval of this project from the list	and will formally do so	at the Decembe	r 2014 meetin	
	Repetitive	flooding	This project proposes to	Completed/ongoing	Taylor	\$15,000	12
	damage		continue collecting data		County		mo
	locations data collection		about the locations in the county that are repetitively		Emergency Manage't,		
	CONCOLION		damaged due to flooding.		Engineering		
Flood7		-	Along with this data		Department		
			collection is the desire to incorporate this data into				
			the county's GIS system for identification and display of these locations				
<b>Engineering D</b>	epartments GIS sys	tem. A list of the	the repetitive loss structures in t ose properties is included in this u	updated plan. As addition	onal repetitive lo	ss structures a	re
identified by F	EMA, they will be i	ncluded on the re	epetitive loss list, and geocoded i	n the County's GIS syste	m. The owners o	of each of thes	è
properties are 2011 Undate	e contacted on an at County is continue	nnual basis to inf ng its effort to ke	orm them of their status, and pro ep up to date and its outreach ob	ovided suggested mitiga digations.	uon measure to	ve laken	
2012 Update:	: County is continuir	ng its effort to ke	ep up to date and its outreach of	digations,			

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<u>, 19, 19, 19, 19, 19, 19, 19, 19, 19, 19</u>	Mitigation Project	Hazard	Description	Status	Lead Agency	Est. Cost	Timeline
014 Update				일 : 2011년 1월 1일 - 1일 1911년 - 1911년 1월 1일 - 1			
			가는 것은 것을 알려요. 것이가 이 사람이 있는 것은 것이 있는 것은 것이 있는 것이 있는 것이 있는 것이 있는 것이 있는 것이 같이 있는 것이 같이 있는 것이 있는 것				가는 전환 것 - 가지 않으
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an a	Analysis and	storms and	This project will research the	Completed	Taylor	\$5,000	12
	evaluation of the	flooding	18 repetitive loss locations	/ongoing	County		months
	repetitive loss		throughout the county and		Emergency		
	locations		study the various options to		Manage't,		
lood8			mitigate this flooding		Engineering Department		
			damage. This project will consider property buyouts,		Deparatient		
			building elevation and other				
			means to avoid this				
			repetitive loss.				
010 Update	: The Taylor County I	Engineering Depa	rtment and Emergency Managen	nent worked jointly to c	apture all repetit	ive loss structu	ires m
aylor Count	ty. The Engineering D	epartment maint	ains a list of all such structures, a	ind their current owner	s on a .dbl databa	ise and can pro	wide
nape files lo	cating each structure	in the county. T	aylor County Emergency Manage	ment provides annual i	mitigation opport	unities for the	se
tructures, to	o include opportuniti	es to be included	on a buyout list, should the Cour	ity receive such funds fi	rom the State or I	FEMA	
			up-to-date database and shape	file and continues its ou	treach efforts.		
	e: Database has been				승규가 물건물 것 같아.		
	1		artment continues to update the		Taylor	\$1,000,000	36
lood9	Study and	hurricanes,	Taylor County proposes to study and eventually develop	Ongoing	County	ļ	months
	development of a sewer system	storms, and flooding	a county maintained sewer		Public Works		
	in the growing	nooding	system in the growing				
	coastal areas		communities along the				
			coast. Currently 100's of				
			septic tanks are used and				
			these often flood and				
			contaminate drinking water,				
eeking fund	is from the Florida De forten flood and crea	partment of Env ite unsafe water (	canals and dirt during hurricanes and storms. made on this serious situation. T ronmental Protection to expand onditions along the coastline will	the current sewer syste In coliform bacteria. P	em to take people hase I on this pro	e off of hazardo ject is complet	ous septic ed, and
eeking fund ystems that hase II is ur ooking to ee	Is from the Florida De t often flood and crea nderway. Taylor Coas spand its sewer treat	partment of Env ite unsafe water i stal Sewer and W ment capacity.	hurricanes and storms. made on this serious situation. T ronmental Protection to expand	the current sewer syste In coliform bacteria. P	em to take people hase I on this pro	e off of hazardo ject is complet	ed, and
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ID	Mitigation Project	Hazard	Des	cription	Statu	15 16	ead Agency	Est. Cost	Timeline
	All-hazard public awareness and educational	Hurricanes, tornadoes, severe	This project developmen awareness p	•	Ongoing	Co	aylor ounty nergency	\$10,000	6 months
	programs	storms, forest fires,	address floo forest fire pr	d prevention, evention,		м	lanagement		
		drought, heat wave, winter	evacuation r	outes, shelters rogram, curren					
111		storms,	and future c	onstruction.	ι <b>τ</b> .				
111		sinkholes, landslides,	These progra associated in						
		erosion,		ntinually offere	ed				
		earthquakes	to the public	: through a ethods includin	σ				
			classes, inte	rnet data					
			dissemination materials.	on, and printed					 
	te: An ongoing proces	s. TCEM did distri		Re-Entry permi	ts and hurricane	evacuation zo	ne maps. TCE	M continue	to present
t public ev 1012 Upda	vents. ite: TCEM has continue	d its re-entry per	mit and public	awareness car	npaigns and the I	Building Depar	tment has co	intinued its i	epetitive los
outreach.			이 있었는 것		( 1969)(1947) 1972(1) 신경소 (1977)			2 사망에 10 가라)에 12 - 12 사망에 14 15 15 15 15 15 15 15 15 15 15 15 15 15	
2013 Upda and the Bui	te: TCEM has continue ilding Department has	ed its re-entry per continued its rep	mit and public etitive loss out	awareness car treach	npaigns by attend	ling and nosti	ng several pu	une meeting	S and evenus
2014 Upda	te: TCEM has implem	ented a Business	<b>Re-Entry prog</b>	ram, published	d a 2014 Hurricar	e Survival Gu	ide, and has	issued new	2015-2 <b>018</b> e nublic and
esidential s currentiy	Re-Entry permits alor developing a Facebo	ng with evacuation ok page to keep a	in zone maps. an all-hazard p	ublic awarene	ss presence.	n webpage u			<u>. 6 202 - 588</u> 2
7	Countywide	all hazards	This project	proposes to	Ongoing		aylor ounty	\$7,500	12 months
	disaster recovery business alliance		partnership	ublic/private to reduce			mergency		in one of the second se
A!!2				es in the area		N	lanageme't		
			education.	peration and					
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	Project	Hazard	De	scription	Sta	tus	Lead Agency	Es	t. Cost	Timeline
Martin		Mowing/	/Plowing	7.3	30		\$3,915,69	7	6/30/2	2010
Cash		Mowing/I	Plowing	7.7	51		\$3,128,09	1	6/30/2	2010
Energy	Technical Syster	n Mowing/	/Plowing	40	25		\$2,120,00	0	9/13/2	2010
Snipes		Mowing	/Plowing	2.5	11		\$750,00	0	9/1/2	2010
Quail Po	oint	Mowing/	/Plowing	40	51	\$	8,650,000.0	0	8/31/2	2010
Leisure	Retreats/Foley	Mowing/	/Plowing						3/7/2	2011
	Retreats/Pruitt	Mowing	-	7	16	\$	1,036,000.0	0	3/7/2	2011
Chemri	-	Mowing	-	31	30		\$3,915,69	7	3/19/2	2011
2013 Upda	ate: Florida Forest Serv	vice continues to	perform prev	ventative mowi	ng and plowing	s conditions	and funds warra	ant.		
2014: DOF h	as received funding fo	or some mitigation forest fires,		2013 and is con resources are	itinuing mowing Proposed	and plowing	g efforts for 14/ Taylor		dget yea 0,000	r. 24
	Department	all hazards	l '	d stretched. Th	·		County		0,000	months
	Resources		project pro			[	Emergency			
Fire2			addition of emergency	rire and personnel and			Management			
			equipment	especially alon	g		:			
1010 Undat	e: This is an ongoing	need for the Cou	the coast.	ains on the proi	ert list. The Col	intv continue	s to allocate lim	ited r	esources	l to
naintain the	coastal fire departme	ents, but more fu	nding is requ	ired: The LMS	Working Group	continues to	investigate alter	nativ	a funding	sources t
	e valuable projects. e: TCFR continues to s				1월년 1월 1일 - 1일 1월년 1일째 (주신	이가는 인간에서 같이다. 1930년에			영수의 전망 영상 감정	
2011 Updat 2012 Updat	e: The Board has agree	eek running. ed to fund the ac	quisition of n	ew radios, air p	acks, and bunke	r gear for an	overall investmi	ent ol	nearly \$	100,000.
2013 Updat	e: The Board has alloc	ated \$85,000 in F	Y14 for equip	pment repairs a	nd upgrades.					
2014 Updat projects list	e: DOF has received f	unding for mitiga	ation project	s and is current	ly updating the	rmitigation	activities list for	TINCIU	ISION INTO	- <b>LIVIO</b> 2912-21 - 123 243-21 - 123
	Continue and	forest fires	This Projec	t proposes to	Ongoing		Florida	\$60	,000	6
	strengthen local		continue th	ne current or permits and			Division of Forestry			months
	fire burning regulations and			dividuals burnir	ng		rorestry			
Fire3	enforcement.			rivate lands. Th	iis	1				
			project also	proposes to	1					1
			increase th	e levels of						
			enforceme	nt for these						
2010 Updat	e: This is an ongoing,	active project jo	enforceme infractions.	nt for these n the Florida Di	vision of Forestr	/, and Taylor s. This will co	County. This eff	fort h	as saved	the count
thousands o the citizens 2012 Updat 2013 Updat 2014 Updat	f dollars through regu of Taylor County from e: TCFR and TCEM con e: TCFR and TCEM con e: TCFR and TCEM cor	lation and prever escaped, uncont itinues to its coor ninues to its coor	enforceme infractions. intly between ntion of escaj rolled wildla dination with dination with	nt for these the Florida Dr ped private pro nd fires. the Florida Fo h the Florida Fo	perty debris fire rest Service in re rest Service in re	s. This Will co commendin commendin	ontinue to be an g and amending g and amending	ongo polic polic	ing effor ies for en ies for en	t to protec forcemen
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ID	Witigation Project	Hazard	Description	Status	Lead Agency	Est. Cost	Timeline
			to the current Florida Fire Prevention Code to minimize the threat of an inadequate water supply capacity.				
2010 Updat	te: This proposed pro	ject was added by	the LMS Working Group in 2010	. There is a need	to increase the Count	y's water flow	capacity
have. The L 2012 Updat coordinatio 2013 Updat	MS Working Group wi te: Funding has not ma n. te: Coordination with a	ill work to identify aterialized for this administrative sta	vith the Florida Fire Code, which potential funding sources for thi project although the group has n ff continues on this project	is effort, to includ	e CDBG funding.		
2014 Updat			aff continues on this project	<u>1960 self-self-tek</u>	Taylor	\$2,000	36
Sink1	Reinforce footing for electrical substation	Sinkholes	This project proposes to proactively retrofit Tri- County Electric substation is near a sinkhole for added stability and protection. This project involves adding dirt and reinforcing the adjacent footing.	Proposed	Taylor County Emergency Management	52,000	months
should it ex the LMS Wo 2012 Updat	pand its width, could o orking Group; who is s te: The group continue	compromise the s earching for possi as to define the pr	kholes throughout the County. C tructural integrity of the substati ble funding to initiate this action oject and seek funding to funding identified at this repo This project proposes that the	on equipment. Th This will remain rting	his project was put on	the LMS proje	ct list by
Flood12	and storm buffer property acquisition	Hurricanes, Severe Storms, Sinkholes	County acquire property that is repetitively vulnerable to flooding events.	· · ·	County Grants Department		month
2012 Updat	te: The project was pro	oposed at the 8/2	1/12 meeting as a vulnerability ro at the November 2012 meeting,	duction measure	. The group will begin	seeking fundi	h <b>e</b>
opportuniti 2013 Updat	es after the group con te: Project confirmed. te: No funding opport	oposed at the 8/2 firms its inclusion Suitable property unities	at the November 2012 meeting, identification is ongoing.		. The group will begin Taylor County	seeking fundi \$400,000	<b>1</b> 8 36
opportuniti 2013 Updat	es after the group con te: Project confirmed.	oposed at the 8/2 firms its inclusion Suitable property unities Hurricanes, tornadoes, severe storms, forest fires, drought, heat wave, winter storms, sinkholes, landslides, erosion,	at the November 2012 meeting.	Proposed			36
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ID	Mitigation Project	Hazard	Description	Status	Lead Agency	Est. Cost	Timeline
Wind 1	Wind Retrofits to shelters	Hurricanes, storms, and tornados	There is a need to further strengthen the County's primary and backup shelters to the effects of high winds.	Proposed	Taylor County Emergency Management	\$200,000	24 months
•	e: Taylor County Scho seek additional fund		lied and was awarded a grant of \$375	6,000 to install :	shutters on TCHS	windows. TCI	<u> </u> :M

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ID	Mitigation Project	Hazard	Description	Status	Lead Agency	Est. Cost	Timeline
lood 13	Countywide standby generator acquisition and install	All Hazards	This project proposes the construction of a new bridge and culvert across Woods Creek at Charles Sadler Lane. This will lessen the effects of flooding.	Proposed	Taylor County Emergency Management	\$70,000	24 months
2014: Proj	ect completed by p	roperty owners	lessen the effects of flooding.	ed at Decem	ıb	ber LMS meeting	ber LMS meeting.

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

December 10, 2013 2:00PM - 3:00PM

## **Meeting Minutes**

#### Attendance

NAME	ORGANIZATION	PHONE	EMAIL
Steve Spradley	Taylor County EM	838-3575	Eoc.coordinator@taylorcountygov.com
Dustin Hinkel	TCEM	850-672-0830	Dustin.hinkel@taylorcountygov.com
Christie Mathison	FL DOH	580-528-5498	Christi.mathison@flhealth.gov
Glenda Hamby	United Way	850-545-1344	Glenda@uwbb.org

## Meeting Agenda

- Review of Minutes and Action Items from August 22, 2013 meeting
- Report on research and evaluation of potential LMS projects for inclusion into the LMS Project List, especially projects that enhance CRS Class
- Discuss implementation of a volunteer coordinator to promote volunteer outreach
- Report on establishing a Citizens Information Center in the EOC
- Report on Draft Flood Response Annex to CEMP
- Review CRS standards to see how EM and the workgroup can assist the Building and Planning Department
- Report about Donaldson Road Bridge Repair to LMS project list
- Discussion of projects with Engineering to add storm water and drainage addition to LMS project list
- Annual flood response exercise to exercise calendar

#### Minutes

D. Hinkel thanked everyone for taking time during the holiday season to come to the meeting.

#### **REVIEW OF ACTION ITEMS:**

Mr. Hinkel stated we continue to research potential LMS projects and storm and water drainage projects for the list.

We are still looking to recruit an individual to coordinate our volunteer program and asked G. Hamby for input. He advised that Taylor County has been active with the regional COAD (Communities Organizations Active in Disaster) network, which calls upon each other and their resources to aid during a disaster. He explained that we need to implement a local VOAD (Voluntary Organizations Active in Disaster) or a coalition of the local individuals to aid in a disaster. Since EM will have our hands full during a disaster we need help coordinating volunteers, so a coordinator would aid in recruitment, training, and coordination before and during a disaster.

One projected need during a disaster would be the need for volunteer phone operators in a Citizens Information Center to take calls and direct callers to appropriate services that had been set up within the county.

G. Hamby offered that a retired professional may be the best avenue to explore and find someone that could coordinate the volunteer program. An individual such as a retired teacher, law enforcement officer or other government employee would probably make a good coordinator. She offered to speak with the School Superintendant Paul Dyal and others to aid in possibly finding someone that would be interested in helping.

D. Hinkel said that we have spoken with Big Bend 211 to possibly assist with call taking during a disaster. They are currently set up to take calls from citizens and direct callers to available resources such as shelters or food. He said that they have expressed some interest in broadening their activity in Taylor County and allow us to forward all calls to them, like in a CIC situation. However, they have indicated that they would charge for that added service and they have not told us what that charge would be.

D. Hinkle further explained the reimbursement system during a declared Presidential disaster, that being FEMA reimburses 75%, the state 12.5% and the county is responsible for the remaining 12.5% costs during a disaster. The benefit of utilizing volunteers is there is no cost to pay volunteers and the county is allowed to use all of the volunteer hours as a \$ credit towards our reimbursement.

G. Hamby offered to also reach out to Volunteer Florida, her organization United Way, Big Bend 211 and the Second Harvest Food Bank. She advised that she knows individuals with all these and other organizations and she would seek help and/or guidance in assisting with expanding Emergency Management's volunteer efforts.

She went on to say that the local United Way Steering Council is meeting in January and asked if we would want to come and speak at the meeting about our need for volunteers during a disaster. She also asked if we could possibly generate a list of potential volunteer needs in the county during a disaster.

D. Hinkel indicated that we would absolutely want to attend the United Way meeting in January. He went on to outline the potential volunteer work for Taylor County during a disaster.

- A Community Emergency Response Team (CERT) to respond and aid in property damage assessment. There would need to be a Volunteer Coordinator who would aid in organizing and leading the CERT. Emergency Management could furnish all training and equipping of the CERT.
- Citizen Information Center volunteer call takers during a disaster. EM will need to expand the phone line capability in the EOC and will work with Fairpoint.
- Shelter operators during a disaster, aiding ARC, who will provide all training,

There was further discussion on the possibility of locating a Cold Weather Shelter for homeless, possibly a church. G. Hamby explained that there are churches that have funds set aside to aid with stranded individuals. She said that the costs and time of opening a church for cold shelter has been prohibitive.

The meeting moved on to other agenda items and D. Hinkel stated that EM is currently working on our Flood Plan Annex. We are also in the process of presenting an RFQ for a TTX Flood in March, a requirement in the new CRS standards.

D. Hinkel advised that Donaldson Road Bridge in the Shady Grove area is now on the FDOT rebuild project list.

LONG TERM RECOVERY

# ACTION ITEMS NEXT QUARTER

- Next LMS/LTR meeting is tentatively set for Thursday, February 27, 2014, 2 PM (EOC)
- LMS Group to continue to research and evaluate potential LMS projects for inclusion into the LMS Project List, especially projects that enhance CRS Class
- Work to aid G. Hamby in developing the volunteer coordinator and promote volunteer outreach
- Continue with establishing a Citizens Information Center in the EOC
- Draft Flood Response Annex to CEMP
- Review CRS standards to see how EM and the workgroup can assist the Building and Planning Department
- Work with Engineering to add storm water and drainage projects to LMS project list

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

NAME	ORGANIZATION	PHONE	EMAIL
Steve Spradley	Taylor County EM	838-3575	Eoc.coordinator@taylorcountygov.com
Dustin Hinkel	ТСЕМ	850-672-0830	Dustin.hinkel@taylorcountygov.com
Ed Ward	FDOT	386-961-7581	Ed.ward@dot.state.fl.us
Dan Cassel	TCFR	295-1141	dcassel@taylorcountygov.com
Christie Mathison	FDOH-Taylor	850-528-5498	Christie.mathison@flhealth.gov
Scott Lee	FWC	672-0004	Scott.lee@myfwc.com

#### February 27, 2014 Attendance 2:00PM – 3:00 PM

#### Meeting Agenda

- Review of Minutes and Action Items from February 27, 2014 meeting
- Next LMS/LTR meeting is tentatively set for Tuesday, September 23, 2014, 2 PM (EOC)
- Discuss research and evaluate potential LMS projects for inclusion into the LMS Project List, especially projects that enhance CRS Class
- Continue to identify a volunteer coordinator and promote volunteer outreach
- Draft Flood Response Annex to CEMP
- Review CRS standards to see how EM and the workgroup can assist the Building and
  Planning Department
- Work with Engineering to add storm water and drainage projects to LMS project list

## February 27, 2014 Minutes

Good conversation towards volunteer organizations to aid with LTR and establishing an organization of non-governmental assistance for the recovery of private citizens and property. Government generally is not allowed to cross a private property line to offer recovery aid, such as repairs to private property. However, if we have a group that can solicit assistance from other groups to help individuals they could give the aid to individuals.

We are going to try and focus on having this group identified and available before a disaster. E. Ward offered that the volunteer help could be counted towards the county's FEMA match.

H. Hinkel reinforced the need to have a well-connected individual to aid in establishing and running the program. He asked for any input on who might be best suited or have the time.

#### **REVIEW OF ACTION ITEMS:**

Mr. Hinkel covered that we have started planning for a Flood Respond exercise for April 1, in Steinhatchee with a two-fold focus. First we are looking to build out on our Flood Response Plan and what are our actions as an emergency response team needs to take when the flood hits a certain level. Right now we have demarcation levels identified on our rivers. What we will do is take those levels and know what steps we will take at those levels. Another topic for the exercise is to discuss Long Term Recovery and how people will recover from a flood, because it will take a long time before those families can get back into their homes.

The exercise will aid the county with our CRS flood insurance rating, which now requires a flood exercise every year.

A question was made if the sirens would be utilized during a flood event. D. Hinkel stated that a flood event is usually a slow or building event and the sirens are intended for a sudden event, such as a tornado. Our flood warning system is the news and our public notification system that we have. We'll also press people into service door to door to warn people.

On the mitigation side we've had good conversation with S. Caruso from City of Perry. What we want to do is trying to move forward on more than outreach and fire fighter gear. But, some projects such as roads or drainage require planning and studies. We want to try and get someone to do the majority of the work, such as research and put the project on the shelf so that when the money does become available we'll have it ready for submittal. We have been talking to Steve about lift stations and mitigating interruptions that we are going to incorporate into the projects list. The City has a lift station that is in a flood prone area. S. Spradley handed out an example of FEMA mitigation projects and suggests that they look at the many examples on various projects that have passed.

D. Hinkel explained that there are two types of mitigation grants. There are the Pre-disaster grants that are open and competitive. Secondly, the Hazard Mitigation grants which are the ones that are open after an event. If your county was affected by the disaster you will have an opportunity to ask for money depending on how much damage your county Public Assistance had. Having a canned project with the costs projections and engineering studies already done will help with applying when either grant becomes available. After Tropical Storm Debby we had over \$200,000 in damages and when the grants became available we would have qualified for \$50,000. That was our money to loose, but we did not have the projects ready to apply for the money. Bigger counties have their projects canned and on the shelf and if money is not claimed by the affected areas, they can then apply for that residual money and are awarded the grant even though they wouldn't have been affected by that particular disaster. Our goal as EM is to hopefully have some of those type projects completed and ready if and when the money becomes available.

Hinkel said there are possibilities to fund private property mitigations and we want to keep our options open for those as well. C. Mathison advised that she understood that when it rains at the Health Department the water pools and makes it difficult for individuals to get into the offices. Hinkel said we need to verify with Kenneth about this problem and if this area is one of the projects that were identified in the past.

Hinkel asked for more Mitigation projects to be identified, undated and placed on the mitigation project agenda. Spradley inquired if we should have a meeting with the City of Perry to determine if the projects that they had placed on the list were still valid or had there been any improvements to what they had identified.

We have informed Volunteer Florida that we would host a Mitigation workshop for the public, but we have not received any confirmation.

# ACTION ITEMS NEXT QUARTER

- Next LMS/LTR meeting is tentatively set for Tuesday, September 23, 2014, 2 PM (EOC)
- LMS Group to continue to research and evaluate potential LMS projects for inclusion into the LMS Project List, especially projects that enhance CRS Class
- Continue to identify a volunteer coordinator and promote volunteer outreach
- Draft Flood Response Annex to CEMP
- Continue to build on training and programs to aid with the CRS renewal
- Continue to work with Engineering to add storm water and drainage projects to LMS
   project list

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

## June 16, 2014

#### **Meeting Minutes**

#### Attendance

NAME	ORGANIZATION	PHONE	EMAIL
Steve Spradley	Taylor County EM	838-3575	Eoc.coordinator@taylorcountygov.com
Dustin Hinkel	TCEM	850-672-0830	Dustin.hinkel@taylorcountygov.com
Christie Mathison	FL DOH	580-528-5498	Christi.mathison@flhealth.gov
Debbie Gaines	TCRD	838-3529	Debgain8215@gmail.com
Gary Wambolt	Solid Waste	838-3533	Solid.waste@taylorcountygov.com
James Rachal	ТСНО	584-5087x157	James.rachal@flhealth.gov
Ed Ward	FDOT	386-961-7581	Ed.ward.dot.state.fl.us
Padraic Juarez	FDOH	528-5948	Padraic.jaurez@flhealth.gov
Bruce Ratliff	Property Appraiser	838-6362	
Ben LaValle	ТСРА	838-3511	tcpaben@taylorcountypa.com
Geoff Wallat	TC Extension	838-3508	gwallat@ufl.edu
Leroy Marshall	SRWMD	386-362-0440	Irm@srwmd.org
Andy McLeod	TCPW	838-3528	Publicworks.director@taylorcountygov
Chris Folsom	TCSO	843-1680	cfolsom@tcsofl.org
Jamie Cruse	Perry PD	843-9945	Jamie.cruse@perrypolic.net
Bill Roberts	Airport	838-3519	airport@taylorcountygov.com

#### Meeting Agenda

- Abbreviated meeting partnered with Annual Concept of Operations/Hurricane
   Preparedness Meeting
- Report on research and evaluation of potential LMS projects for inclusion into the LMS Project List, especially projects that enhance CRS Class
- Discussion of projects with Engineering to add storm water and drainage addition to LMS project list
- Report on Annual flood response exercise April 1, 2014

#### Minutes

S. Spradley began the meeting with displaying an Emergency Support Function (ESF) chart and asked each individual at the meeting to introduce themselves and identify which ESF they participated with during an activation.

L. Marshall identified himself as a Senior Professional Engineer working for SRWMD and stated that they could give assistance with potential projects. He further stated that a current river study was now beginning with the Corp of Engineers to identify water shed issues within SRWMD area. He stated that this could potentially aid our county with information on future water or flooding issues.

He further advised that he would be the representative to cover Taylor County for any SRWMD issues, questions or studies. D. Hinkel advised that EM would be the lead and open communication on areas identified during the spring floods. Mr. Marshall further advised that there were currently grant opportunities with SRWMD and he would ask the individuals with those programs to contact EM.

During the meeting several areas of flooding were discussed and S. Spradley advised we were currently in the process of looking for possible means to address these areas and determine the feasibility of a cost benefit analysis and engineering study for the area. We will work with SRWMD and TC Engineering.

S. Spradley advised that since the last meeting we had nearly 50 individuals participate in a flood exercise held at the Community Center in Steinhatchee. Several county, state and private partners were at the tabletop. We knew that if there were flooding issues in Steinhatchee that there would most likely be other areas within the county, Aucilla, Econfina or Finholloway Rivers could also be flooding, so we applied the scenario to the whole county.

S. Spradley introduced members of the Community Emergency Response Team, volunteers from the coastal area who have been trained to assist their family, neighbors and then the community with the direction of EM. Our plan is to expand the coastal team and begin other teams in Perry area.

# Long Term Recovery

D. Hinkel spoke on the Taylor County concept of Long Term Recovery and outlined our Recovery focus and EM would oversee and coordinate recovery operations and the following;

- Unmet needs
- Damage assessment
- Host shelters/Disaster housing
- Volunteers and donations
- Mass feeding
- Disaster recovery/Essential services centers
- Vector control
- Public information
- Debris management and monitoring
- FEMA Public Assistance documentation
- FEMA Individual Assistance Program
- Business recovery

D. Hinkel spoke on a LTR plan as a plan that identifies the long term recovery needs of a jurisdiction and provides a guide for local decision makers as they establish long term recovery priorities. The plan is community driven and reflects the priorities expressed by the community following a major disaster. It produces an action-oriented menu of key projects intended to be used critical funding and resource allocation decisions.

D. Hinkel advised that the LTR Plan will only be implemented following a major or catastrophic event where traditional Federal and State recovery programs are unable to meet all of the long term recovery needs of the County. The Board of County Commissioners (BOCC) will determine when to activate the long term planning process based on an assessment provided by Emergency Management. The BOCC will activate the County Long Term Recovery Task Force, and appoint a Chairperson.

S. Spradley discussed the importance of restoring the affected areas to their previous state after a disaster and that we would be concerned with issues and decisions that must be made after immediate needs are addressed. LTR would include rebuilding homes, repairing infrastructure, restarting the economy, and Individual/Public Assistance programs.

S. Spradley also discussed the Business Re-entry program and presented the Blue, Orange and Green rear window vehicle visor tags that would be worn by businesses that registered to re-enter an area after the initial safety clearance had been given.

S. Spradley also displayed the Resident Re-entry pass which should be displayed by residents as they re-enter a damaged area. He stated the new 2015-2018 pass would be blue in color.

The remainder of the meeting included Concept of Operations during a disaster activation, including flooding.

# ACTION ITEMS NEXT QUARTER

- Next LMS/LTR meeting is set for Tuesday, September 9, 2014, 10 AM (EOC)
- LMS Group to continue to research and evaluate potential LMS projects for inclusion into the LMS Project List, especially projects that enhance CRS Class
- Work with SRWMD to identify and develop grant assistance for LMS projects throughout the county.
- Finalize Flood Response Annex to enhance CRS
- Review CRS standards to see how EM and the workgroup can assist the Building and Planning Department
- Work with Engineering to add storm water and drainage projects to LMS project list

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

September 9, 2014

## **Meeting Minutes**

#### Attendance

NAME	ORGANIZATION	PHONE	EMAIL
Steve Spradley	Taylor County EM	838-3575	Steve.spradley@taylorcountygov.com
Ray Boothe	FFS	838-2293	Ray.boothe@freshfromflorida.com
Leroy Marshall	SRWMD	386-362-0440	Irm@srwmd.org
Jami Boothby	CRS-Bldg. Dept.	838-3500	buildingtech@taylorcountygov.com
Gary Wambolt	Solid Waste	838-3533	Solid.waste@taylorcountygov.com
Kristy Anderson	Taylor County EM	838-3575	Kristy.anderson@taylorcountygov.com
Ed Ward	FDOT	386-961-7581	ed.ward@dot.state.fl.us
Leroy Marshall	SRWMD	386-362-0440	Irm@srwmd.org
Andy McLeod	TCPW	838-3528	Publicworks.director@taylorcountygov

## Meeting Agenda

- Review of Minutes and Action Items from June 16, 2014 meeting
- LMS Group to continue to research and evaluate potential LMS projects for inclusion into the LMS Project List, especially projects that enhance CRS Class
- Discuss current LMS projects list and need to update and possible removal of completed projects.
- Work with SRWMD to identify and develop grant assistance for LMS projects throughout the county.
- Emergency Management discuss finalization of Flood Response Plan to enhance CRS
- Discuss any updates on work with Engineering to add storm water and drainage projects to LMS project list

# Minutes

S. Spradley stated that he was very happy to see such a good turnout at this meeting and thanked everyone for attending.

L. Marshall identified himself as a Senior Professional Engineer working for SRWMD and stated that they could give assistance with potential projects. He further advised that he would be the representative to cover Taylor County for any SRWMD issues, questions or studies. S. Spradley stated that he has worked with Mr. Marshall back in June and has been in contact with him for future grant needs.

S. Spradley discussed the SRWMD grants funding program and project guidelines. The next SRWMD grants meeting will be at the district office on September 17, 2014. L. Marshal added to please use him as a resource tool so that he can help us word our grant better.

During the meeting several areas of flooding were discussed. S. Spradley said that we will work with SRWMD and TC Engineering. He stated that the EMS, Fire Department, and Public Works went out and checked the affected areas. He stated that on certain issues, mitigation funds can help fix private roads and such where the parameters help the greater good.

S. Spradley noted that there are several locations of flooding this spring. He also stated that the HMGP funds are given after a Presidential declaration based on damage on a tier for mitigation projects. Some of the springs flooding projects are listed below:

LOCATION	STATUS
Courtney Gr (Private)	Major Engineering and CBA Needed
Dudley Benton	Same Area as Courtney Can be combined
	Road Repaired, CBA to determine
Dulin Ln (Private)	technical feasibility, cost-effectiveness
E. Ellison (Private)	Project currently funded by County
HP Padgett (Private)	Not Cost-Effective
Joel Aman Rd	Major Engineering and CBA needed
Ma Dixon Neighborhood (Private)	Not technically feasible or cost-effective
Turner Rd (Private)	Not technically feasible or cost-effective
	CBA to determine technical feasibility,
Strickland Landing	cost, and cost-effectiveness
Watts Lane (Private)	Alternate exit for property owners
•	CBA to determine technical feasibility,
Morgan Whiddon	cost, and cost-effectiveness
	CBA to determine technical feasibility,
Sam Poppell	cost-effectiveness
Lyman Hendry (Private)	Not technically feasible or cost-effective
Woodland (Private)	Private Road
Andrew Reams	No Road Issues identified
	CBA to determine technical feasibility,
Perry Lift Station	cost, and cost-effectiveness
Potts Still Rd	Not technically feasible or cost-effective

G. Wambolt inquired about a creek clean-out for Taylor County to control flooding. S. Spradley asked about a study that was done in the past by the engineering department with SRWMD. L. Marshall stated that he would search for this. S. Spradley stated that the #1 priority on our LMS list is the countywide storm water management study.

S. Spradley stated that he would get with the engineering department and the City to update the LMS project list. He stated that the projects are ranked by need or importance.

R. Boothe stated that the forestry department has a list of current and completed projects that they will send to EM.

S. Spradley will update the project list for the December meeting. He stated that if we have some type of disaster and grant monies become available, then we will have a meeting or at least hold a conference call to discuss any additions for the projects list.

L. Marshall stated that if Taylor County needs studies, he can attempt to set up a meeting with the Corp of Engineers to discuss possible studies. They require a 25/75 match and the 25% can be in-kind.

S. Spradley stated that our CRS (flood insurance) is up for recertification. We had a flood exercise and will schedule more in the future. We are also in the final stages of creating a flood and sudden coastal surge warning and evacuation plan. This will hopefully help bring our rating down. An application was also put in with the National Weather Service to become Tsunami Ready. This will also hopefully help the insurance rating. J. Boothby stated that these additional efforts may not actually bring down our CRS rating, but hopefully will keep us from experiencing increases.

J. Boothby stated that we have 20 – 25 repetitive loss since the recent flooding. This is a mitigation program in which homeowners/land can be bought out or homes raised, etc.

L. Marshall stated that he would find out about holding LOMA training in Taylor County.

## ACTION ITEMS NEXT QUARTER

- Next LMS/LTR meeting is tentatively set for December 2014
- LMS Group to continue to research and evaluate potential LMS projects for inclusion into the LMS Project List.
- Work to update and delete completed LMS Project for submittal to FDEM in January
- Work with SRWMD to identify and develop grant assistance for LMS projects throughout the county.
- Work with SRWMD and County Administration for utilizing Corp of Engineers to conduct flood engineering studies in County
- Review CRS standards to see how EM and the workgroup can assist the Building and Planning Department

ТА	YLOR COUNTY BOARD OF COMMISSIONERS
	County Commission Agenda Item
SUBJECT/TITLE:	THE BOARD TO HEAR FROM CITIZEN JOHN BERG REGARDING OPERATING GOLF CARTS AT NIGHT IN STEINHATCHEE.
MEETING DATE R	EQUESTED: SEPTEMBER 16, 2014
Statement of Issue Recommended Ac	
Fiscal Impact:	
Budgeted Expense	3.
Submitted By:	JOHN BERG
Contact:	
	SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS
History, Facts & Is	sues:
Options:	
Attachments:	

12

# Margaret Dunn

From:	Dustin Hinkel
Sent:	Friday, September 5, 2014 9:38 AM
То:	john1720@bellsouth.net
Cc:	Jody Devane; Margaret Dunn; 52281_61714.tl196624@tasks.teamwork.com
Subject:	RE: Golf Carts At Night

Mr. Berg,

We will be happy to add you to the agenda for the September 16<sup>th</sup> meeting. The meeting will begin at 5 PM at the address below my signature.

Thanks

# **Dustin Hinkel**

County Administrator Taylor County Board of County Commissioners

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201 E Green Street Perry, FL 32347 850-838-3500 ext 7 Office 850-838-3501 Fax

dustin.hinkel@taylorcountygov.com http://www.taylorcountygov.com

Please note: Florida has a very broad public records law. Most written communications to or from public officials regarding public business are available to the media and public upon request. Your e-mail communications may be subject to public disclosure.

From: john1720@bellsouth.net [mailto:john1720@bellsouth.net] Sent: Friday, September 05, 2014 8:45 AM To: Dustin Hinkel Cc: Jody Devane Subject: Golf Carts At Night

I was Talking to J. Devane about being able to Ride our Golf Carts at Night here in Steinhatchee an he said to get intouch you an you would Put in on the Agenda for the CC meeting on the 16 th Please Do this an I will bring Residents of Steinhatchee, FI. To Support this. Thanks *John Bear Berg* 

TAY	OR COUNTY BOARD OF COMMISSIONERS
	County Commission Agenda Item
SUBJECT/TITLE:	CITIZEN MEG INFIORITI, ET AL, TO ADDRESS THE BOARD TO PRESENT FOR THE BOARD'S CONSIDERATION A PROCLAMATION AND MOU DECLARING TAYLOR COUNTY AS A FLORIDA PADDLING TRAIL BLUEWAY COMMUNITY.
MEETING DATE RE	QUESTED: SEPTEMBER 16, 2014
Statement of Issue:	
Recommended Acti	on:
Fiscal Impact:	
Budgeted Expense:	
Submitted By:	
Contact:	
<u>S</u>	IPPLEMENTAL MATERIAL / ISSUE ANALYSIS
listory, Facts & Issu	es: TO BE PRESENTED
Options:	
Attachments:	PROPOSED PROCLAMATION AND MOU

# Proclamation

# Taylor County, Florida

WHEREAS, Taylor County is in close proximity to and along the Florida Big Bend Salt Water Padding Trail, and many Blueway trails that are paddling destinations; and

WHEREAS, the Florida Paddling Trails Association is the Steward of the Florida paddling trails and continues as Florida's volunteer organization for developing and maintaining paddling trails throughout the State; and

WHEREAS, such paddling trails and Blueways provide a year-round source of pleasure and recreation to Florida's citizens and visitors to Florida; and

WHEREAS, many of the citizens in and around Taylor County and other visitors and citizens of Florida are becoming more health conscious and are turning to paddling as one of the major forms of maintaining a healthy body; and

WHEREAS, Taylor county is an ideal destination for many of today's visitors to the Sunshine State, and

WHEREAS, Taylor County offers a variety of outdoor and cultural experiences to residents and visitors, and

WHEREAS, available supporting services and facilities such as lodging and restaurants make Taylor County an outstanding heritage and nature-based tourism destination; and

WHEREAS, casual paddlers, day paddlers, and weekend paddlers want to enjoy the paddling opportunities in Taylor County which provides a gateway to their experience.

NOW THEREFORE, the Board of County Commissioners of Taylor County, Florida, do hereby proclaim Taylor County a

# FLORIDA PADDLING TRAIL BLUEWAY COMMUNITY

and commends the Florida Paddling Trail Association for its work in developing and maintaining Florida's paddling trails and further encourages all residents of and visitors to Taylor County to paddle its Blueways and water trails.

ATTEST:

Annie Mae Murphy, Clerk of the Court

Malcolm Page, Chairman

SEAL

IN WITNESS WHEREOF, I have hereunto set my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

# Memorandum of Understanding

# Between

# Florida Paddling Trails Association and Taylor County, Florida

This Memorandum of Understanding (MOU) is entered into by and between Florida Paddling Trails Association, a 501(c)(3) non-profit Florida organization, located at PO BOX 540444 Lake Worth, FL 33454, hereinafter referred to as FPTA, and Taylor County, Florida, hereinafter referred to as Blueway Community.

<u>Purpose</u>: The purpose of this MOU is to promote natural Florida as a destination for visitors to the state who increasingly ask for outdoor experiences and places to paddle.

<u>Statement of Mutual Interests and Benefits</u>: FPTA is dedicated to developing, promoting, and protecting blueways and paddling trails throughout the state of Florida, providing a variety of outdoor experiences throughout Florida to connect visitors to the wonders of nature. The Blueway Community has several paddling trails/Blueways and offers basic tourism amenities and can be marketed as a nature-based tourism destination, resulting in local economic stimulus and increased public awareness of natural Florida.

This MOU is established between FPTA and the Blueway Community to help each other accomplish mutually beneficial objectives:

A. Educate local businesses of the value of the Blueway as an economic resource.

B. Enable both parties to apply for targeted grants to assist in the community's efforts towards naturebased tourism development, economic development, and trail-related infrastructure development through the development of promotional products, educational resources or signature events.

C. Increased usage and awareness of the Blueway attracting more eco-tourists to local communities.

D. Promote responsible tourism development within the community and support of the Blueway.

In consideration of the above premises, the parties agree as follows:

# FPTA may:

- 1. Promote the Blueway Community as a destination through its website and other media.
- 2. Offer outreach materials to the community such as brochures, newsletters, posters, displays, etc.

3. Provide detailed information on paddling opportunities near the community that can be reproduced and distributed to visitors to Blueway Community.

4. Provide periodic guided paddles that depart from or end at the Blueway Community.

5. Provide support at local festivals or other community events to encourage interest in the Blueway, when possible.

6. Make available 36" x 36" metal signs with the Florida Paddling Trail Blueway Community logo for posting at various places in the Blueway Community. The FPTA helps in soliciting local sponsorship to defray the cost of signage and Blueway promotional materials.

I

Blueway Community may:

1. Include the Blueway and the FPTA in their promotional materials.

2. Make Blueway information available to the public at the local visitor centers and/or Chamber of Commerce and provide space for a FPTA display or wall mounted poster.

3. Work with the local FPTA contact to promote periodic guided paddles or events

4. Assist in promoting special events that promote paddling in Taylor County and Steinhatchee.

5. Monitor the number of visitors who are seeking the Blueway Community as a destination for paddling.

6. Attract businesses that support nature-based tourism such as outfitters, hotels, and shuttling services and assure that FPTA maps and guides will be available from a business in town for visitors to purchase.

7. Encourage local businesses to provide discounts on accommodations or special weekend packages for visitors who show their FPTA membership card.

8. Install Florida Paddling Trails Blueway Community signs at various paddling destinations after the issuance of the Proclamation.

We, the undersigned, have agreed on the contents of this MOU. Any changes must be agreed to by both parties.

# Blueway Community—(Taylor County)

Signed

Malcolm Page, Chairman

# Florida Paddling Trails Association

Signed\_\_\_\_\_

Title

Date

Date

# Margaret Dunn

From:	Dustin Hinkel
Sent:	Wednesday, August 27, 2014 2:51 PM
То:	meg infiorati; 52281_61714.tl196624@tasks.teamwork.com
Cc:	Margaret Dunn; Melody Cox
Subject:	RE: Final Documents for Blueway Community
Attachments:	New Agenda Request Form-Template (3).doc; Blueway Taylor County
	Proclamation.doc; Blueway Taylor County MOU.doc

Meg,

Thank you very much. I have made the necessary changes for the documents for the meeting on the 16<sup>th</sup>. I believe that a picture at the meeting will be most doable. Please complete the attached agenda item cover sheet and email that as well as your presentation to Margaret by 9/9 for inclusion in the commissioners' meeting packets. Thank you for all you dol

Thanks!

# **Dustin Hinkel**

County Administrator Taylor County Board of County Commissioners

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dustin.hinkel@taylorcountygov.com http://www.taylorcountygov.com

Please note: Florida has a very broad public records law. Most written communications to or from public officials regarding public business are available to the media and public upon request. Your e-mail communications may be subject to public disclosure.

From: meg infiorati [mailto:megifl@yahoo.com] Sent: Wednesday, August 27, 2014 12:16 PM To: Dustin Hinkel Subject: Final Documents for Blueway Community

Hi Dustin,

Wow, what a marathon last night! I think I am glad I was at the polls until late. It sounds like there was quite a discussion about Ancient Oaks! Sorry a part of out little community is causing problems!

I am attaching the MOU and the Proclamation for you to modify as appropriate.

Liz Sparks, from OGT, would like to frame up the original Paddling trail designation to present at the Oct 3rd Hidden Coast Paddling Adventure dinner. Could we get that to her or does it have to stay in the county records.

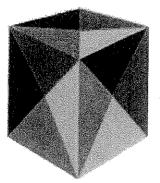
I will be sending an invitation to you, Jody Devane, Dawn Taylor and Melody Cox for that dinner so that Liz and Tom (from FPTA) can officially recognize the two new designations.

I won't be in town, but no need for me to be there. I completed my goal of getting the things done - I am not in it for any publicity.

HOWEVER, I would like to have a photo at the Sept 16 meeting to include the commissioners, you, Liz, Tom, Dawn, a TDC rep, and Mike Cassidy from Dixie, under which I will write an article up that Liz, Tom and I will submit to many different publications to publicize Taylor County and the Steinhatchee River. Will this be possible? I think it will go a very long way in opening Taylor County's treasures to the water loving world.

Oh, and do I need to do a short - 3 slide - overview at the Sept 16 meeting? It will be really short! Let me know your thoughts.

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



width="1"

#### **Margaret Dunn**

From:	meg infiorati <megifl@yahoo.com></megifl@yahoo.com>
Sent:	Wednesday, September 10, 2014 10:07 AM
То:	Margaret Dunn
Subject:	Re: RE: RE: Steinhatchee Paddling Trail

Ok...

Me, Martin Pierce (Hidden Coast Paddling Adventure and Steinhatchee Chamber), Dawn Taylor (TDC), Sandy Beach (Taylor Chamber), Liz Sparks (DEP/Office of Greenways and Trails), Tom McLaulin (FL Paddling Trails Association President), ... for sure.

I have also asked Melody (grants) and Mike Cassidy (Dixie Manager- but probably won't be able to come.

#### Sent from Yahoo Mail on Android

From:"Margaret Dunn" <margaret.dunn@taylorcountygov.com> Date:Wed, Sep 10, 2014 at 9:41 AM Subject:RE: RE: Steinhatchee Paddling Trail

Who will be here for this?

From: meg infiorati [mailto:megifl@yahoo.com] Sent: Wednesday, September 10, 2014 9:40 AM To: Margaret Dunn Subject: Re: RE: Steinhatchee Paddling Trail

Sorry, didn't realize I had more to do. Yes please do the form! Thank you. .. I owe you!!!

Sent from Yahoo Mail on Android

From: "Margaret Dunn" <<u>margaret.dunn@taylorcountygov.com</u>> Date:Wed, Sep 10, 2014 at 9:38 AM Subject:RE: Steinhatchee Paddling Trail

Meg, my deadline is noon today. Right now I have the Proclamation from you and the MOU. Did you complete the agenda request form? Do you want me to do one for you?

From: meg infiorati [mailto:megifl@yahoo.com] Sent: Wednesday, September 3, 2014 1:05 PM To: Margaret Dunn Subject: Re: Steinhatchee Paddling Trail Hi... Liz will make up a proclamation for us. So no worries. Thanks.

Sent from Yahoo Mail on Android

From:"Margaret Dunn" <margaret.dunn@taylorcountygov.com> Date:Wed, Sep 3, 2014 at 12:11 PM Subject:Steinhatchee Paddling Trail

This is what I have in the file. Is this what you are talking about for framing?

Margaret Dunn

÷.

Assistant County Administrator

Taylor County Board of County Commissioners

201 E Green Street, Perry, FL 32347

850-838-3500 Ext 102 Desk

850-843-6299 Cell

850-838-3501 Fax

margaret.dunn@taylorcountygov.com

ΤΑΥ	LOR COUNTY BOARD OF COMMISSIONERS
	County Commission Agenda Item
SUBJECT/TITLE:	THE BOARD TO APPROVE A RESOLUTION RECOGNIZING SEPTEMBER 28 THROUGH OCTOBER 4, 2014, AS CHILDHOOD CANCER AWARENESS WEEK IN TAYLOR COUNTY, AS REQUESTED BY STEVEN FIRESTEIN, VOLUNTEER DIRECTOR, AMERICAN CANCER FUND FOR CHILDREN, INC., AS AGENDAED BY THE COUNTY ADMINISTRATOR.
<b>MEETING DATE RE</b>	QUESTED: SEPTEMBER 16, 2014
Statement of Issue: Recommended Acti	
Fiscal Impact:	
Budgeted Expense:	
Submitted By:	COUNTY ADMINISTRATOR
Contact:	
<u>S</u>	UPPLEMENTAL MATERIAL / ISSUE ANALYSIS
History, Facts & Iss	ues:

<u>74</u>

Attachments: PROPOSED RESOLUTION AND EMAIL REQUEST

€.

#### CHILDHOOD CANCER AWARENESS WEEK IN TAYLOR COUNTY

#### TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA, RECOGNIZING SEPTEMBER 28, 2014 THROUGH OCTOBER 4, 2014, AS CHILDHOOD CANCER AWARENESS WEEK IN TAYLOR COUNTY.

WHEREAS, the American Cancer Fund for Children and Kids Cancer Connection report cancer is the leading cause of death by disease among children between infancy and age fifteen in the United States. This tragic disease is detected in more than fifteen thousand of our country's young people each and every year; and,

WHEREAS, one in five of our nation's children loses his or her battle with cancer. Many infants, children, and teenagers will suffer from long-term effects of comprehensive treatment, including secondary cancers; and,

**WHEREAS**, founded over twenty years ago by Steven Firestein, a member of the philanthropic Max Factor family, the American Cancer Fund for Children, Inc., and Kids Cancer Connection, Inc., are dedicated to helping these children and their families; and

WHEREAS, the American Cancer Fund for Children and Kids Cancer Connection provide a variety of vital patient psychosocial services to children undergoing cancer treatment at Wolfson Children's Hospital in Jacksonville, University of Florida Health Shands Children's Hospital in Gainesville, as well as participating hospitals throughout the country, thereby enhancing the quality of life for these children and their families; and

**WHEREAS**, the American Cancer Fund for Children and Kids Cancer Connection also sponsor Courageous Kid Recognition Award ceremonies, community Get Well cards and hospital celebrations in honor of a child's determination and bravery to fight the battle against childhood cancer.

**NOW THEREFORE BE IT RESOLVED** on this 16<sup>th</sup> day of September, 2014, that the Board of County Commissioners of Taylor County, Florida, recognizes the week of September 28, 2014, through October 4, 2014, as **Childhood Cancer Awareness Week** in Taylor County and acknowledges with gratitude the generous contribution made by the American Cancer Fund for Children, Inc., and Kids Connection, Inc., to the children and families who are forever affected by this tragic disease.

> Malcolm V. Page, Chairman BOARD OF COUNTY COMMISSIONERS TAYLOR COUNTY, FLORIDA

ATTEST:

ANNIE MAE MURPHY Cierk of Court

#### **Margaret Dunn**

From:	Dustin Hinkel
Sent:	Tuesday, September 2, 2014 9:27 AM
To:	Margaret Dunn
Cc:	Pam Feagle; Malcolm Page
Subject:	FW: Taylor Co / Childhood Cancer Awareness Week

Margaret, please put the below text in our resolution format and add this item to our 9/16 agenda.

Thanks!

**Dustin Hinkel** 

County Administrator Taylor County Board of County Commissioners

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dustin.hinkel@taylorcountygov.com http://www.taylorcountygov.com

Please note: Florida has a very broad public records law. Most written communications to or from public officials regarding public business are available to the media and public upon request. Your e-mail communications may be subject to public disclosure.

-----Original Message-----From: acfckids@earthlink.net [mailto:acfckids@earthlink.net] Sent: Saturday, August 30, 2014 10:27 PM To: Malcolm Page; Pam Feagle Cc: Dustin Hinkel Subject: Taylor Co / Childhood Cancer Awareness Week

Dear Commission Chairman Page, Commission Vice-Chair Feagle, Commissioners and staff,

I hope you are doing well. I am writing to request a proclamation recognizing September 28 - October 4th as Childhood Cancer Awareness Week in Taylor County. Cancer is the leading cause of death by disease among children in our country today. I am grateful for the County's past support. Thank you!

President Obama also proclaims September as Childhood Cancer Awareness Month in the U.S. I will continue to coordinate activities including our popular Courageous Kid Recognition Award, community Get Well cards and other hospital functions at Wolfson Children's Hospital in Jacksonville among other facilities.

-Florida www.flickr.com/photos/kidscancerconnection/sets/72157633029265352

I've included sample text below for your reference. (\*) May we please receive a .PDF copy to share?

Thank you for your time and consideration.

Sincerely, Steven Firestein, M.A. Volunteer Director

American Cancer Fund for Children, Inc. IRS 501 (C)(3) # 13-3780954 Kids Cancer Connection, Inc. IRS 501 (C)(3) # 56-2520924

SAMPLE: Childhood Cancer Awareness Week

WHEREAS, the American Cancer Fund for Children and Kids Cancer Connection report cancer is the leading cause of death by disease among U.S. children between infancy and age 15. This tragic disease is detected in more than 15,000 of our country's young people each and every year.

WHEREAS, one in five of our nation's children loses his or her battle with cancer. Many infants, children and teens will suffer from long-term effects of comprehensive treatment, including secondary cancers; and

WHEREAS, founded over twenty years ago by Steven Firestein, a member of the philanthropic Max Factor family, the American Cancer Fund for Children, Inc. and Kids Cancer Connection, Inc. are dedicated to helping these children and their families; and

WHEREAS, the American Cancer Fund for Children and Kids Cancer Connection provide a variety of vital patient psychosocial services to children undergoing cancer treatment at Wolfson Children's Hospital in Jacksonville, UF Health Shands Children's Hospital in Gainesville, as well as participating hospitals throughout the country, thereby enhancing the quality of life for these children and their families; and

WHEREAS, the American Cancer Fund for Children and Kids Cancer Connection also sponsor Courageous Kid Recognition Award ceremonies, community Get Well cards and hospital celebrations in honor of a child's determination and bravery to fight the battle against childhood cancer.

-Please add your concluding statement.

	TAYLOR COUNTY BOARD OF COMMISSIONERS
<u></u>	County Commission Agenda Item
SUBJECT/TIT	
Meeting Date:	NEXT COUNTY COMMISSION MEETING 9-16-2014
Statement of I	SSUE: BBWA BOARD MEMBER APPOINTMENT
Recommendat	tion: Linda Wicker
Fiscal Impact:	\$_n/a Budgeted Expense: Yes No N/A [
Submitted By:	MARK REBLIN
Contact:	MARK REBLIN
	SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS
History, Facts	& Issues: LINDA WICKER TOOK THE SPOT DUE TO THE FACT MICKEY
	IGNING AND HAS ONLY SERVED 3 MONTHS, JEAN RIDGEWAY WAS S FLOATER FOR ONE YEAR
THE FLOATER	NOW GOES BACK TO DIXIE COUNTY FOR ONE YEAR.
	1
Options: Attachments:	

. 2.

PERRY NEWS-HERALD/TACO TIMES

Published Weekly in the City of Perry County of Taylor, State of Florida

AFFIDAVIT OF PUBLICATION Before me, the undersigned authority personally appeared DONALD D. LINCOLN, who on oath says that he is the PUBLISHER of the Perty News-Herald/ Taco Times, both weekly newspapers published in Perty, Taylor County, Florida, that the attached copy of advertisement in re:

Big Bend Water Authority Non-paying Board Member position in Taylor County Area

was published in said newspaper in the issues of:

August 15, 2014 August 20, 2014

Affiant says further that the said, newspapers published at Perry in said Taylor County, Florida, each week; has been entered as second class mail matter at the Post Office in Perry, Florida, in said Taylor County, Florida for a period of one year next proceeding the first publication of the attached copy of notice to appear: and affiant further says that he has neither paid nor promised any person, firm or corporation any discount. Tebate, commission or refund for the purpose of securing this advertisement for publication in

said newspaper e

Donald D. Lincoln, Publisher

Sworn to and subscribed before me this <u>20thr</u>day of <u>August</u>, 2014

\* Notary Public County of Taylor State of Florida Personally Known Personally Appeared before me



BIGBEND WATER AUTHORITY is accepting applications for a board member (non-paying position) in the Steinhaltenee, (Taylor County) area, Applications can be obtained a BBWA Office. Anyone Interesed please call Mark Reblin. BBWA General Manager, at 352-498-3676. All applications must be received ho later than August 29, 2014, at the close of business day (4:00.p.m.) 8/15, 8/20

## BIG BEND WATER AUTHORITY BOARD OF DIRECTORS APPLICATION

NAME: Edward Cullaro
MAILING ADDRESS: 815 2nd AV N
CITY: <u>Steinhatchee</u> STATE: FLORIDA ZIP: 32359
HOME PHONE: 813-263-9806
WORK PHONE:
EMAIL: <u>Cullaroej e gmail.com</u>
EMPLOYER: Retired
JOB TITLE:
NUMBER OF YEARS RESIDING IN TAYLOR COUNTY: 3
REGISTERED VOTER IN TAYLOR COUNTY: YES: NO:
HOMESTEAD PROPERTY IN BEWA YES: NO:
Explain what knowledge or interest qualifies you for consideration for appointment to this Board Attach additional sheets if needed.
As a resident of Steinhatchee I
teef it is important to be involved in
the community. I also understand the
Importance oftagood clean and
abundant water supply and the
treatment of waste to protect our
environment.

I understand the duties and responsibilities of this Board and pledge that I will faithfully attend the meetings, carry out the duties of a Board member, and abide by all Board rules should I be appointed.

5 10 DATI

Q Cert SIGNATURE

## BIG BEND WATER AUTHORITY BOARD OF DIRECTORS APPLICATION

NAME: Jean Ridgeway
MAILING ADDRESS: POBOX 1058
CITY: <u>steinhatchee</u> STATEFIFLORIDA ZIP: 32359
HOME PHONE: 352-498-2556
WORK PHONE: NA
EMAIL: ridgtays 2 suic. net
EMPLOYER: Retired
JOB IITLE:
NUMBER OF YEARS RESIDING IN TAYLOR COUNTY: 14
REGISTERED VOTER IN TAYLOR COUNTY: YES: NO:
HOMESTEAD PROPERTY IN BBWA YES: NO:
Explain what knowledge or interest qualifies you for consideration for appointment to this Board. Attach additional sheets if needed.
I became a member of this board in Jan 2014.

I was the floater Cone year taylor member one year Dixie member), when MS. My berg resigned her position on the bound, I was named the Financial Officer of the BBWA. I Kept books For a small manufacturing facility For 19 years. I am not a CPA, but I am very Familiar with the type books (accrual) this computer Should be Reeping. See additional on page 3

I understand the duties and responsibilities of this Board and pledge that I will faithfully attend the meetings, carry out the duties of a Board member, and abide by all Board rules should I be appointed.

August 28, 2014 DATE

SIGNATURE

**BBWA Application- Jean Ridgeway, continued:** 

The current bookkeeper for BBWA appears to be having difficulty making sure payments are made on time and in a correct manner. This person has been with Steinhatchee Water, now BBWA, for a long time. They do not want to retire. Beginning Sept. 2, this bookkeeper and I will begin an in-house audit of our books (this has been agreed to) and try and straighten things out before the end of our fiscal year on Sept. 30. Our CPA, Mr. Beauchamp will arrive sometime in October to pull the audit for the 2013- 2014 fiscal year.

I would like to see the books set up in an easier to read format so that more than one person knows what's going on in this company. For this reason I would like to return to the board and see that some changes are made to our statements and that the outgoing bills are easier to keep up with. Thank you for your consideration.

fen Kilgerny

## BIG BEND WATER AUTHORITY BOARD OF DIRECTORS APPLICATION

NAME: LINDA WICKER
MAILING ADDRESS: P.O. Box 934
CITY: STEINHATCHEE STATE: FLORIDA ZIP: 32359
HOME PHONE: 352 498-7371
WORK PHONE: 352 498-8002
EMAIL: [Wicker@bellsouth. net
EMPLOYER: SELE - POY'S RESTAURANT TAIC
JOB IIILE: BAY BREEZE REALTY
NUMBER OF YEARS RESIDING IN TAYLOR COUNTY: 15485
REGISTERED VOTER IN TAYLOR COUNTY: YES: NO:
HOMESTEAD PROPERTY IN BBWA YES: V NO:
Explain what knowledge or interest qualifies you for consideration for appointment to this Board. Attach additional sheets if needed.
HS ONE OF THE LARGEST WATER USERS

IN THE AREA, I AM CONCERNED ABOUT OPERATION AND EFFICIENCY OF THE WATER AUTHORITY AS WELL AS RATE STRUCTURE. I UNDERSTAND INCOME AND EXPENSES AS IT RELATES TO BUDGET.

e e de la company de la comp

I understand the duties and responsibilities of this Board and pledge that I will faithfully attend the meetings, carry out the duties of a Board member, and abide by all Board rules should I be appointed.

24-24-14 DATE

Eida Wicker SIGNATURE



#### CLERK OF THE CIRCUIT COURT TAYLOR COUNTY

108 N. JEFFERSON - P. O. BOX 620 PERRY, FLORIDA 32348

PHONE (850) 838-3506 SUNCOM 282-3025 • 282-3026 FAX (850) 838-3549

August 06, 2014

In Re: Tax Deed Application No. 14-006

TO THE HONORABLE BOARD OF COUNTY COMMISSIONERS TAYLOR COUNTY FLORIDA PO BOX 620 PERRY, FLORIDA 32348

DEAR COMMISSIONERS:

This is to advise that one of the COUNTY TAX DEED APPLICATIONS, being TDA No. 14-006, had no bidders at the Public Sale, and therefore has been placed on the list entitled "LAND AVAILABLE FOR TAXES."

THE TAX CERTIFICATE No. 300 of 2009 THE PARCEL No. R03078-400 THE OPENING BASE BID on 08/04/2014 was \$2,038.80 THE DESCRIPTION OF THE PROPERTY IS:

Lot 7, Block A of the El Rancho Subdivision. Recorded in official records 576, page 138.

The County may purchase the land for the opening bid (plus interest and fees when applicable) during the first 90 days of being placed on the list of "LAND AVAILABLE FOR TAXES," which date is August 05, 2014. THEREAFTER any person, the County, or any other Governmental unit may purchase the land from the Clerk.

I further advise you that if the property is not purchased within three (3) years from the date the land was offered for Public Sale (August 04, 2014) the land will automatically escheat to the county.

#### THIS IS THE OFFICIAL 90 DAY NOTICE.

Assuring you of my cooperation, I am

Sincerely,

Annie Mae Murphy Clerk of Court Taylor County Florida

MMullenDC. By Crystal McMullen, Deputy Clerk

AMM/crc cc: County Administrator County Attorney

÷.,



OFFICE OF CLERK OF THE CIRCUIT COURT TAYLOR COUNTY 108 N. JEFFERSON - P. O. BOX 620

PERRY, FLORIDA 32348

PHONE (850) 838-3506 SUNCOM 282-3025 • 282-3026 FAX (850) 838-3549

August 06, 2014

In Re: Tax Deed Application No. 14-008

TO THE HONORABLE BOARD OF COUNTY COMMISSIONERS TAYLOR COUNTY FLORIDA PO BOX 620 PERRY, FLORIDA 32348

DEAR COMMISSIONERS:

This is to advise that one of the COUNTY TAX DEED APPLICATIONS, being TDA No. 14-008, had no bidders at the Public Sale, and therefore has been placed on the list entitled "LAND AVAILABLE FOR TAXES."

THE TAX CERTIFICATE No. 337 of 2009 THE PARCEL No. R03507-000 THE OPENING BASE BID on 08/04/2014 was \$2,390.84 THE DESCRIPTION OF THE PROPERTY IS:

#### Lot 1, Block 39 of the JC Calhoun Subdivision. Recorded in official records 561, page 591.

The County may purchase the land for the opening bid (plus interest and fees when applicable) during the first 90 days of being placed on the list of "LAND AVAILABLE FOR TAXES," which date is August 05, 2014. THEREAFTER any person, the County, or any other Governmental unit may purchase the land from the Clerk.

I further advise you that if the property is not purchased within three (3) years from the date the land was offered for Public Sale (August 04, 2014) the land will automatically escheat to the county.

#### THIS IS THE OFFICIAL 90 DAY NOTICE.

Assuring you of my cooperation, I am

Sincerely,

Annie Mae Murphy Clerk of Court Taylor County Florida

MGMullen DC. By Crystal McMullen, Deputy Clerk



OFFICE OF CLERK OF THE CIRCUIT COURT TAYLOR COUNTY 108 N. JEFFERSON – P. O. BOX 620 PERRY, FLORIDA 32348

PHONE (850) 838-3506 SUNCOM 282-3025 • 282-3026 FAX (850) 838-3549

August 06, 2014

In Re: Tax Deed Application No. 14-009

TO THE HONORABLE BOARD OF COUNTY COMMISSIONERS TAYLOR COUNTY FLORIDA PO BOX 620 PERRY, FLORIDA 32348

DEAR COMMISSIONERS:

This is to advise that one of the COUNTY TAX DEED APPLICATIONS, being TDA No. 14-009, had no bidders at the Public Sale, and therefore has been placed on the list entitled "LAND AVAILABLE FOR TAXES."

THE TAX CERTIFICATE No. 381 of 2009 THE PARCEL No. R03928-000 THE OPENING BASE BID on 08/04/2014 was \$2,196.85 THE DESCRIPTION OF THE PROPERTY IS:

North half (1/2) of Block 7 of the W A Hendry Subdivision. Recorded in official records 604, page 432.

The County may purchase the land for the opening bid (plus interest and fees when applicable) during the first 90 days of being placed on the list of "LAND AVAILABLE FOR TAXES," which date is August 05, 2014. THEREAFTER any person, the County, or any other Governmental unit may purchase the land from the Clerk.

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Assuring you of my cooperation, I am

Sincerely,

Annie Mae Murphy Clerk of Court Taylor County Florida

McMullen D.C. By Chystal McMullen, Deputy Clerk



OFFICE OF CLERK OF THE CIRCUIT COURT TAYLOR COUNTY 108 N. JEFFERSON – P. O. BOX 620 PERRY, FLORIDA 32348

PHONE (850) 838-3506 SUNCOM 282-3025 • 282-3026 FAX (850) 838-3549

August 06, 2014

In Re: Tax Deed Application No. <u>14-010</u>

TO THE HONORABLE BOARD OF COUNTY COMMISSIONERS TAYLOR COUNTY FLORIDA PO BOX 620 PERRY, FLORIDA 32348

DEAR COMMISSIONERS:

This is to advise that one of the COUNTY TAX DEED APPLICATIONS, being TDA No. 14-010, had no bidders at the Public Sale, and therefore has been placed on the list entitled "LAND AVAILABLE FOR TAXES."

THE TAX CERTIFICATE No. 647 of 2009 THE PARCEL No. R05712-005 THE OPENING BASE BID on 08/04/2014 was \$6,083.87 THE DESCRIPTION OF THE PROPERTY IS:

Commence at the Northwest corner of Section 35, Township 4 South, Range 7 East; thence run Southerly, 255 feet; thence run Easterly, 250 feet for a Point of Beginning; thence run Southerly, 195.5 feet; thence run Easterly, 100 feet; thence run Northerly, 195.5 feet; thence run Westerly 100 feet to the Point of Beginning. Containing 0.45 acres, more or less. Recorded in official records 565, page 483. Subject to a 30 foot easement.

The County may purchase the land for the opening bid (plus interest and fees when applicable) during the first 90 days of being placed on the list of "LAND AVAILABLE FOR TAXES," which date is August 05, 2014. THEREAFTER any person, the County, or any other Governmental unit may purchase the land from the Clerk.

I further advise you that if the property is not purchased within three (3) years from the date the land was offered for Public Sale (August 04, 2014) the land will automatically escheat to the county.

#### THIS IS THE OFFICIAL 90 DAY NOTICE.

Assuring you of my cooperation, I am

Sincerely,

Annie Mae Murphy Clerk of Court Taylor County Florida

By Crystal McMullen, Deputy Clerk



#### OFFICE OF CLERK OF THE CIRCUIT COURT TAYLOR COUNTY 108 N. JEFFERSON – P. O. BOX 620 PERRY, FLORIDA 32348

PHONE (850) 838-3506 SUNCOM 282-3025 • 282-3026 FAX (850) 838-3549

August 06, 2014

In Re: Tax Deed Application No. 14-011

TO THE HONORABLE BOARD OF COUNTY COMMISSIONERS TAYLOR COUNTY FLORIDA PO BOX 620 PERRY, FLORIDA 32348

DEAR COMMISSIONERS:

This is to advise that one of the COUNTY TAX DEED APPLICATIONS, being TDA No. 14-011, had no bidders at the Public Sale, and therefore has been placed on the list entitled "LAND AVAILABLE FOR TAXES."

THE TAX CERTIFICATE No. 469 of 2009 THE PARCEL No. R04929-000 THE OPENING BASE BID on 08/04/2014 was \$9,197.03 THE DESCRIPTION OF THE PROPERTY IS:

## Lot 28, Block 57 of the West Brooklyn Subdivision. Recorded in official records 452, page 684.

The County may purchase the land for the opening bid (plus interest and fees when applicable) during the first 90 days of being placed on the list of "LAND AVAILABLE FOR TAXES," which date is August 05, 2014. THEREAFTER any person, the County, or any other Governmental unit may purchase the land from the Clerk.

I further advise you that if the property is not purchased within three (3) years from the date the land was offered for Public Sale (August 04, 2014) the land will automatically escheat to the county.

#### THIS IS THE OFFICIAL 90 DAY NOTICE.

Assuring you of my cooperation, I am

Sincerely,

Annie Mae Murphy Clerk of Court Taylor County Florida

By Crystal McMullen, Deputy Clerk



OFFICE OF CLERK OF THE CIRCUIT COURT TAYLOR COUNTY 108 N. JEFFERSON - P. O. BOX 620 PERRY, FLORIDA 32348

PHONE (850) 838-3506 SUNCOM 282-3025 • 282-3026 FAX (850) 838-3549

August 06, 2014

In Re: Tax Deed Application No. 14-012

TO THE HONORABLE BOARD OF COUNTY COMMISSIONERS TAYLOR COUNTY FLORIDA PO BOX 620 PERRY, FLORIDA 32348

DEAR COMMISSIONERS:

This is to advise that one of the COUNTY TAX DEED APPLICATIONS, being TDA No. 14-012, had no bidders at the Public Sale, and therefore has been placed on the list entitled "LAND AVAILABLE FOR TAXES."

THE TAX CERTIFICATE No. 604 of 2009 THE PARCEL No. R05515-000 THE OPENING BASE BID on 08/04/2014 was \$2,410.73 THE DESCRIPTION OF THE PROPERTY IS:

## Lot 12, Block 9 of the J H Parker subdivision. Recorded in official records 260, page 446. Subject to Life Estate recorded in official records 381, page 584.

The County may purchase the land for the opening bid (plus interest and fees when applicable) during the first 90 days of being placed on the list of "LAND AVAILABLE FOR TAXES," which date is August 05, 2014. THEREAFTER any person, the County, or any other Governmental unit may purchase the land from the Clerk.

I further advise you that if the property is not purchased within three (3) years from the date the land was offered for Public Sale (August 04, 2014) the land will automatically escheat to the county.

#### THIS IS THE OFFICIAL 90 DAY NOTICE.

Assuring you of my cooperation, I am

Sincerely,

Annie Mae Murphy Clerk of Court Taylor County Florida

Orystal McMullen, Deputy Clerk

	TAYLOR COUNTY BOARD OF COMMISSIONERS County Commission Agenda Item
SUBJECT/TITI	
Meeting Date:	September 16, 2014
Statement of Is Taylor Count	<b>ssue:</b> This grant is to cover maintenance expenses associated with y's E911 system.
Recommendat	ion:Approve grant application.
Fiscal Impact:	\$ 33,813.24 Budgeted Expense: Yes No 🗹 N/A
Submitted By:	Lt. Chris Folsom
Contact:	850-838-1104, 850-584-2429
	SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS
History, Facts	
,	system. There is no match requirement for this grant as it is 100% funded b
the state E911	
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Options:	1.
	2
Attachments:	1. Grant Application
	2

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#### **APPLICATION FOR**

## THE E911 RURAL COUNTY GRANT PROGRAM

W Form 1A, incorporated by reference in Florida Administrative Code Rule 60FF1-5.002 Rural County Grants, E911 Rural County Grant Application, effective 1/1/2014

#### 1.0 Purpose

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

#### 2.0 Eligibility

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

#### 3.0 **Definitions**

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

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

#### 4.0 E911 Rural County Grant Program Calendar

#### 5.0 General Conditions

- 5.1 Applications must be delivered to the following address: State of Florida E911 Board ATTN: E911 Board Administrative Staff 4030 Esplanade Way, Suite 135 Tallahassee, Florida 32399-0950
- 5.2 The applicant must provide one original of the pages for Application Form items 1 through 14 and the associated quotes. The grant application package must be postmarked or delivered on or before April 1 or October 1 of each year, dependent on the spring or fall application period. Failure to provide these documents will result in automatic rejection of the grant application. One scanned copy of the entire submitted package should also be provided on a CD-ROM, to ensure quality of the documents to be reviewed.
- 5.3 The E911 Board will not consider leasing of equipment unless the applicant can show that leasing rather than purchase will reduce total costs. Leasing costs should be calculated to account for only the first year warranty and maintenance costs and should not include upfront maintenance costs to reduce the lease amount.
- 5.4 All grant applications shall be accompanied by at least one complete quote for equipment or services, except for funding limitation item 6.3.7. Grant applications totaling \$35,000.00 or more must be accompanied by at least three written substantiated competitive complete quotes from different vendors. Complete quote submittals shall include a detailed scope of work, all pages included in the vendor proposal, breakdown of all costs including equipment and service deliverables. The E911 Board will compare the three quotes to any existing state contract in order to determine appropriate funding. Any county that has made a good faith effort to obtain at least three competitive quotes and has not been able to obtain the quotes can request E911 Board review based on substantiated proof of request for quotes or posting of the request with documentation of the limited responses.

E911 Rural County Grant Application, effective 1/1/2014 Page 3 W Form 1A, incorporated by reference in Fla. Admin. Code R. 60FF1-5.002 Rural County Grants

- 5.5 If the grant application does not exceed the threshold amount of \$195,000, the county can initiate a request for approval for sole source funding. These will be considered on a case-by-case basis. Justification for sole source funding shall be provided with the application. Sole source will be approved if provided in accordance with Chapter 287, Florida Statutes, or with provision of a letter from the county's purchasing department that the project is a sole source procurement based on the county's purchasing requirements, which shall be provided with this grant application.
- 5.6 Rather than submitting multiple application requests for maintenance, all eligible maintenance requests should be combined into a single application request and include a breakdown of the individual components of the E911 system maintenance costs that are requested for funding assistance in the application. Grant applications for maintenance, where the county obtained a grant or utilized county funds to purchase equipment and obtained three competitive quotes for the first year of maintenance, or met the requirements of General Conditions items 5.4 or 5.5, are not required to provide three written quotes with an application for an additional year of maintenance.
- 5.7 All maintenance requests should include on the vendor's quote for service the beginning and ending term for each maintenance request. Grant awards will be limited to maintenance contracts beginning prior to or within the maintenance cycle of the grant program. Spring cycle maintenance requests should be submitted for maintenance beginning May through October. Fall cycle maintenance requests should be submitted for maintenance beginning November through April.
- 5.8 Applicants requesting items from different funding priorities should complete a separate application for each priority. See Addendum I Funding Priorities for the E911 Rural County Grant Program for a listing of funding priorities. Items from the same funding priorities should be combined in the same application and shall comply with General Condition items 5.4 and 5.5.
- 5.9 Should two or more rural counties jointly apply for a grant, each county will be required to complete and submit a grant application detailing the funds requested and the county responsible for the funds. In addition one combined grant application detailing the entire project and a memorandum of understanding of all counties involved shall be submitted. The combined grant application shall comply with General Condition items 5.4 and 5.5.
- 5.10 Procurement shall be based on the county's purchasing requirements and the applicable State purchasing requirements, including Section 112.061, Florida Statutes. All travel and associated per diem costs proposed shall be in compliance with General Conditions item 6.3.8.
- 5.11 Funding application requests must include a scope of work that clearly establishes the tasks to be performed. The applications shall include all tasks that are required for successful completion of the project. The project shall be divided into quantifiable units of deliverables that shall be received and accepted in writing by the county before payment. Each deliverable must be directly related to the scope of work and must specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

E911 Rural County Grant Application, effective 1/1/2014 Page 4 W Form 1A, incorporated by reference in Fla. Admin. Code R. 60FF1-5.002 Rural County Grants 5.12 Funding requests must include all necessary costs required for full implementation of the proposed solution including that of any third party. Should the county grant application request or grant award be less than the projected cost of the equipment or service, the county should provide verification of the ability to fund the difference. Pricing submitted cannot be contingent upon "yet to be" determined fees for products and services by the proposer or any other third party required for implementation.

#### 6.0 Limitation on Use of Funds

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

E911 Rural County Grant Application, effective 1/1/2014Page 5W Form 1A, incorporated by reference in Fla. Admin. Code R. 60FF1-5.002 Rural County Grants

cannot be utilized for other purposes and shall be returned to the E911 Board. Application requests are limited to one per grant cycle; however, funding for attendance to both meetings in one year is allowable, based on separate grant cycle award and availability of grant program funding.

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

#### 7.0 Approval and Award

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

#### 8.0 Financial and Administrative Requirements

- 8.1 Grant funds shall be deposited in an interest bearing account maintained by the grantee, and each grant shall be tracked using a unique accounting code designator for deposits, disbursements and expenditures assigned by the county. All grant funds in the account maintained by the grantee shall be accounted for separately from all other funds. Accounting shall be consistent with GASB 31 financial reporting.
- 8.2 Grant funds, including accrued interest, can only be used between the beginning and ending dates of the grant term, unless the E911 Board authorizes an extension.

E911 Rural County Grant Application, effective 1/1/2014 Page 6 W Form 1A, incorporated by reference in Fla. Admin. Code R. 60FF1-5.002 Rural County Grants

- 8.3 The right to incur costs under this grant expires two years from receipt of award and funds. The grantee may not incur costs for payment with grant funds past the expiration date.
- 8.4 On grant awards of \$100,000.00 or more, any interest generated must be spent as part of this project or the earned interest shall be returned to the E911 Board. Utilization of the earned interest funds shall be authorized through an approved Request for Change Form and expenditure documentation shall be included in the final report. On grant awards of \$100,000.00 or less, any interest generated can be spent as part of this project or used for other allowable E911 expenditures listed in Section 365.172(9), Florida Statutes.
- 8.5 Responsibility for grant funding and any failure to perform the minimum level of service required by the grant application and the application scope of work cannot be transferred under any circumstances from the County. Failure to perform the scope of work or expenditure of funds for other than allowable 911 costs as stated in the grant application shall require the county to return the awarded funds to the E911 Board.
- 8.6 Responsibility for property and equipment obtained under a grant cannot be transferred under any circumstances. If a sale or transfer of such property or equipment occurs within five years after a grant ends, funds must be returned to the E911 Board on a pro rata basis.
- 8.7 The grantee agrees that any improvement, expansion or other effect brought about in whole or part by grant funds will be maintained for a minimum of five years or thereafter until the effective replacement date of the system.

#### 9.0 Grant Reporting Procedures

- 9.1 Grantees will be required to submit quarterly reports summarizing all expenditures and status of the grant project. Quarterly reports shall include an updated Application Form item #12 Budget/Expenditure Report and a completed Appendix III Quarterly Report Form.
  - 9.1.1 Reporting will begin at the conclusion of the first full quarter after the award. The report periods will end on March 31, June 30, September 30, and December 31 of each year. Reports are due within 30 days of the ending report period.
  - 9.1.2 Earned interest shall be reported cumulatively and included with each quarterly report.
  - 9.1.3 Updated reports and associated information should be e-mailed to E911Board-ElectronicGrantReports@dms.myflorida.com.
- 9.2 At project completion, a final report shall be submitted based on the same reporting requirements described in grant reporting item 9.1. The county shall determine the final completion date based on the final payment date, or the initiation date of the warranty period. Final documentation including copies of all expenditures and corresponding invoices shall be submitted within 90 days of the final report.

E911 Rural County Grant Application, effective 1/1/2014 Page 7 W Form 1A, incorporated by reference in Fla. Admin. Code R. 60FF1-5.002 Rural County Grants

- 9.3 No changes or departures from the original request are authorized unless approved in writing by the E911 Board. Such requests shall be submitted using the form attached in Appendix II, Request for Change Form. Any unauthorized change shall require the return of grant funds, plus any interest accrued.
  - 9.3.1 Time extension requests will not be granted unless the county has executed a contract for the grant equipment and/or services, or demonstrates good cause for failure to execute a contract within twelve months of award. Good cause documentation shall include a new project timeline schedule.
  - 9.3.2 Time extensions shall be limited to a maximum of one additional year when approved by the E911 Board.
  - 9.3.3 Request for Change forms and associated information should be e-mailed to <u>E911Board-ElectronicGrantReports@dms.myflorida.com</u>.
- 9.4 The Appendix III Quarterly Report Form shall inform the E911 Board of significant impacts to grant supported activities. Significant impacts include project status developments affecting time schedules and objectives, anticipated lower costs or producing beneficial results in addition to those originally planned. Additionally, problems, delays, or adverse conditions which will materially impair the ability to meet the timely completion of the award must be reported. The disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.
- 9.5 The county's Board of County Commission chairperson shall be notified when overdue quarterly reports or final reports are not received before the next E911 Board meeting following the month after the end of the quarter in which they are due.
- 9.6 Funding continuance will be based on timely submission of quarterly reports.
- 9.7 Final document submission and close-out of a grant does not affect the E911 Board's right to disallow costs and recover funds on the basis of an audit or financial review. The county shall remain obligated to return any funds expended that do not comply with the terms and conditions of the grant award.

**County Taylor** 

#### STATE OF FLORIDA E911 BOARD E911 GRANT PROGRAM APPLICATION FORM

Total Amount Requested: \$33,813.24

Project Title: 2014 Taylor County Fall Maintenance Grant

1.	Board of County	Commissioners Chair:	Malcolm Page
	Mailing Address:	Post Office Box 620	
	City:	Perry	
	State:	FL	Zip: 32348 -
	Phone:	( 850 ) 838-3500	Fax: 850-838-3501
	Email Address:	mpage@taylorcountygov.c	com
	County 911 Coord Mailing Address:		
	City:	Perry	· · · · · · · · · · · · · · · · · · ·
	State:	FL	Zip: 32347 -
	Phone:	(850) 838-1104	Fax: 850-584-2035
2	Email Address:	Taylor911@fairpoint.net	· · · · · · · · · · · · · · · · · · ·
3.	Federal Tax ID Nu	mber: 59-6000879	

### **County Taylor**

#### COUNTY INFORMATION

**USE 12 POINT FONT OR LEGIBLE HAND PRINTING** 

#### 4. County Fact Information

Α.	County		Taylor				
Β.	Populat	lion	22,744	- 12			
C.	Total N	umbe	er of Incoming	) Nonwireless Trunks		6/4 MFN	
D.	Total N	umbe	er of Incoming	y Wireless Trunks	_	17	
E.	Numbe	r of P	SAP's	1	_	· · · · · · · · · · · · · · · · · · ·	
F.	Numbe	r of C	all Taker Pos	sitions per PSAP	3		
G.	Total V	olume	e of 911 Calls	<b>3</b>	12,10	4	
H.	What e	quipm	ient is neede	d to maintain the Enh	anced 9	11 system?	
			N/A	•			
· I.	What ea	quipm	nent is reque	sted in this grant appl	cation?	· · · · · · · · · · · · · · · · · · ·	
			N/A				
J.	Financia	al Info	ormation:	an a			
						system (circuits, customer	
	·	ecord	ls hardware a	and software, etc.) no	t includi	+	
				· .		\$40,233.24	
	2.) V	Vhat	are the curre	nt annual costs for ma	aintenar	ice of items included in 1.)?	
						\$64,315.41	

# 5. Describe your county's existing E911 system. Include specific information on existing system equipment upgrades and when the installation of this equipment was completed.

Taylor County currently has a 3 position PSAP utilizing Frequentis. Taylor County is Phase 2 compliant, using a map building and display package for the map data. Taylor County is a type 5 with an on-site database. Project completion was June of 2013.

6. Describe the scope of work for the proposed project including any goal(s) and objectives. Include the tasks to be performed as part of the project. Provide scope of work in quantifiable units of deliverables that shall be received and accepted. For each deliverable specify the

#### required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

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

# 7. Justification of the need for the proposed project. Provide detailed information on the existing system's condition including a detailed justification for any system with an expected remaining life of less than 1 year.

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

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

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

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

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

## 10. Describe the required steps with an anticipated time schedule with procurement and payment milestones and a total project completion date.

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

#### **11.** Sole source justification (if applicable).

Not Applicable.

#### 12. Budget/Expenditure Report

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

County:	Taylor	<b>Grant Number:</b>	Re	port Date:		in the second	an a	1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1
home i								_

For Grant Period Ending: March 31 June 30 September 30 December 31 Year: FINAL

Proposed Budget				USE FOR QUARTERLY REPORTS	
Line Item	Unit Price (\$)	Quantity	Total Cost (\$)	Revised	Total Expenditure for
				Budget	Grant Period
A. Systems (Hardware, Software, Equipment & Labor)					
			· · · · · · · · · · · · · · · · · · ·		
	,				
· · · ·					
	Total System Items				
B. Services (Training, Maintenance and Warranty Items)	· • · · · · · · · · · · · · · · · · · ·				
911 DataMaster Second Tier Support			\$5,670.00		
AK Elite Premiere Maintenance	• •		\$28,143.24		
	Tatal Comriae Ita		\$33,813.24	· · ·	
Total Service Items			φ <b>33,013.</b> 24		······································
Applied County Carry Forward or other Funding (if applicable)					
Grant Request Total			\$33,813.24	• · ·	

USE FOR ALL I	REPORTS
Total Amount of Grant Awarded	
Total Interest for Grant Period	
Final Completion Date:	

Lt. Chris Folsom

Signature, County 911 Coordinator

E911 Rural County Grant Application, effective 1/1/2014 Page 13 W Form 1A, incorporated by reference in Fla. Admin. Code R. 60FF1-5.002 Rural County Grants County Taylor

## 13. Assurances

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

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

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

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

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

# 14. Authority

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

SIGNATURE - CHAIR, BOARD OF COUNTY COMMISSIONERS

DATE

Printed Name

WITNESS

DATE

# Appendix I

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

Section 365.172(9), Florida Statutes

### AUTHORIZED EXPENDITURES OF E911 FEE.-

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

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

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

E911 Rural County Grant Application, effective 1/1/2014 Page 15 W Form 1A, incorporated by reference in Fla. Admin. Code R. 60FF1-5.002 Rural County Grants Appendix II

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# **Request for Change**

Name of County:

BUDGET LINE ITEM	CHANGE FROM	CHANGE TO
·		
TOTAL	\$	\$

Justification For Change:	
	• •
· · · · · · · · · · · · · · · · · · ·	
Signature of Authorized Official	Date
	· · · · · · · · · · · · · · · · · · ·
For E911 Board use only.	
Approved: Yes 🗌 No 🗌	
E911 Board's Authorized Representative	Date

E911 Rural County Grant Application, effective 1/1/2014 Page 16 W Form 1A, incorporated by reference in Fla. Admin. Code R. 60FF1-5.002 Rural County Grants

### Appendix III

# **Quarterly Report**

County:

**Grant Number:** 

**Report Date:** 

Project Status Update:

Problems/Delays:

Signature of Authorized Official

Date

E911 Rural County Grant Application, effective 1/1/2014 Page 17 W Form 1A, incorporated by reference in Fla. Admin. Code R. 60FF1-5.002 Rural County Grants

# Addendum I

# **Funding Priorities for the E911 Rural County Grant Program**

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

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

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

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

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

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

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

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

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

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

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

E911 Rural County Grant Application, effective 1/1/2014 Page 18 W Form 1A, incorporated by reference in Fla. Admin. Code R. 60FF1-5.002 Rural County Grants Regional E911 system project requests related to systems, equipment and maintenance will be considered the highest priority within each priority category.

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



Quote Number: AK072314-304

Site (name/#): Taylor County, FL

Contact: Chris Folsom

Email: cfolsom@tcsofl.org

Reference:

Date Issued: July 23, 2014

Scope of Work: 911 DataMaster Support (1/1/15-12/31/15)

Qty. Part No.	Description Unit Price U/I	M Total
	911 Datamaster Second Tier Support	\$5,670.00
	Comprehensive 24/ 7 telephone support	
	<ul> <li>Software patches and bug fixes.</li> <li>Software upgrades on purchased products</li> </ul>	
	AK Associates provides the first line of 24/7 support to the	
	customer through the established call out procedure. Should technical support be needed from the equipment vendor, the	
	AK technician will act as the point of contact and agent of the	
	customer, and will establish vendor contact and work with	
	the vendor's representative to resolution.	
	Total	\$5,670.00

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



Quote Number: AK071514-304a

Site (name/#): Taylor County, FL

Contact: Chris Folsom

Email: cfolsom@tcsofl.org

Reference:

Date Issued: August 29, 2014

Scope of Work: AK Elite Premier (5/1/15-4/30/16)

Qty. Part No.	Description	Unit Price U/M	Total
	AK Elite Premier Maintenance		\$28,143.2
	AK Elite Premier Maintenance Includes (labor only) maintenance service for 9-1-		
	1 systems.		
	<ul> <li>Response time for major and minor outages is within (4) hours. All other non-</li> </ul>		
	critical maintenance issues will have a next business day response.		
	<ul> <li>Remote diagnostics, will be done immediately upon receipt of service problem.</li> </ul>		
	<ul> <li>It also provides daily remote diagnostics during normal business days. If</li> </ul>		
	corrective action is needed it will be performed remotely or by an on-site visit. Provides a weekly on-site preventive maintenance program during regular		
	<ul> <li>Provides a weekly on-site prevenuve maintenance program during regular business hours (number of days is depending on selection of options 1 – 5 days).</li> </ul>		
	<ul> <li>Engineering- Design of PSAP, Call Routing Database, Direct trunking for VolP,</li> </ul>		
	Landline and Wireless trunking. Design of 13 NENA technology for text messaging.		
	Project Management / Consulting Services included for all new projects		
	associated with PSAP management, design and implementation.		
	Technical Support for system implementation for all new technologies including i3	-	
	VoIP, CAD, text messaging and Mapping API integration. Includes no incurred		
	costs for expansion, move of equipment and upgrades of the existing 9-1-1		
	system.		
	* AK Associates Elite Premier Installation and Maintenance includes 1st-tier		
	maintenance of all associated 9-1-1 equipment sold by AK Associates, equipment		
	that AK technicians are already certified on or the customer agree to pay to have		
	AK technician certified, including, CAD, mapping, recorders, selective routers, ALI		
	databases and training.		
	Total		\$28,143.2

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

TA	LOR COUNTY BOARD OF COMMISSIONERS				
	County Commission Agenda Item				
SUBJECT/TITLE:	Board to review and approve the Florida Department of Transportation Supplemental Joint Participation Agreement (JPA) #431357-1-94-15 and Resolution for the Airport Master Plan and Airport Layout Plan Project at Perry Foley Airport.				
MEETING DATE RE	EQUESTED: September 16, 2014				
Statement of Issue	: Board to review and approve the Supplemental JPA and Resolution in the amount of \$24,345.00 to be used for the Airport Master Plan and Airport Layout Plan at Perry Foley Airport.				
Recommended Act	tion: Approve the FDOT Supplemental Joint Participation Agreement and Resolution				
Fiscal Impact:	The Supplemental JPA is in the amount of \$24,345.00 The project has a total cost of \$243,450 and the County has received a grant from FAA in the amount of \$219,105. The project will be 100% grant funded. THE COUNTY IS NOT PROVIDING A MATCH.				
Budgeted Expense	County Finance has been provided a budget request for FY 2014-2015.				
Submitted By: Me	lody Cox				
Contact: Melod	y Cox				
S	SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS				
History, Facts & Iss	sues: The Board had approved the original Joint Participation Agreement in the amount of \$19,980 October 7, 2013. FAA had additional requirements for the Master Plan Update which added to the total cost of the project. The County would have needed to provide \$4,365.00 to have sufficient funds to complete the project, however after staff met with				

18

Attachments: FDOT Supplemental Joint Participation Agreement and Resolution

funding needed for the project.

FDOT, is was agreed FDOT would provide the additional

Jim Moody District 2

District 3

District 5



# TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

ANNIE MAE MURPHY, Clerk Post Office Box 620 Perry, Florida 32348 (850) 838-3506 Phone (850) 838-3549 Fax 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 Commissioners, and the State of Florida Department of Transportation (FDOT) have determined it to be in their mutual interest to facilitate the development of the herein described project at the Perry Foley Airport, to wit:

### FOR THE UPDATE OF THE AIRPORT MASTER PLAN AND AIRPORT LAYOUT PLAN AT THE PERRY-FOLEY AIRPORT.

#### Financial Project No: 431357-1-94-15

**WHEREAS,** the State of Florida Department of Transportation (FDOT), the Federal Aviation Administration (FAA), and the Taylor County Board of County Commissioners have agreed to the project; the project has an estimated cost of \$243,450.00; FDOT will be funding a maximum of \$24,345.00 related to eligible project costs and FAA will be funding \$219,105.00, as Taylor County is eligible for 100% funding under the Rural Economic Development Initiative (REDI); and;

**WHEREAS,** both parties now wish to formalize the arrangement in the form of a Supplemental Joint Participation Agreement (JPA).

### NOW THEREFORE, be it resolved, as follows:

- The TAYLOR COUNTY BOARD OF COMMISSIONERS confirms its desire to enter into a Supplemental Joint Participation Agreement with the State of Florida Department of Transportation;
- 2. Taylor County is eligible for 100% funding for the project under the Rural Economic Development Initiative (REDI);
- 3. The Chairman, Malcolm Page, or his authorized designee, is authorized to execute this Resolution of the Taylor County Board of Commissioners; and
- 4. The Chairman, Malcolm Page, or his authorized designee, is herein specifically authorized to enter into and sign such documents as may be necessary, including the referenced Supplemental Joint Participation Agreement with the State of Florida Department of Transportation

*WITNESSETH:* Adopted the 16<sup>th</sup> day of September 2014 in Regular Session by the *Taylor County Board of Commissioners.* 

Board of County Commissioners Taylor County, Florida

By: \_

Malcolm Page, Chairman

Attest:

Annie Mae Murphy, Clerk

#### STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION PUBLIC TRANSPORTATION SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT

725-030-07 PUBLIC TRANSPORTATION 8/11 Page 1 of 3

#### Number 1

Financial Project No .:	Fund: DPTO	
1 -		FLAIR Approp.: 088719
431357-1-94-15	Function: 637	FLAIR Obj.:750004
(item-segment-phase-sequence)	Federal No.:	Org. Code: 55022020228
Contract No.: AR733	DUNS No.: 80-939-7102	Vendor No.: VF596000879001
CFDA Number:	CSFA Number: 55.00	4

THIS AGREEMENT, made and entered into this \_\_\_\_\_ da

\_\_\_\_ day of

by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida,

hereinafter referred to as the Department, and <u>Taylor County</u>

511 Industrial Drive Perry, FL 32348

hereinafter referred to as Agency.

#### WITNESSETH:

WHEREAS, the Department and the Agency heretofore on the 24 th day of October , 2013

entered into a Joint Participation Agreement; and

WHEREAS, the Agency desires to accomplish certain project items as outlined in the Attachment "A" appended hereto; and

WHEREAS, the Department desires to participate in all eligible items for this project as outlined in Attachment

"A" for a total Department Share of \$ 24,345.00

NOW, THEREFORE THIS INDENTURE WITNESSETH: that for and in consideration of the mutual benefits to flow from each to the other, the parties hereto agree that the above described Joint Participation Agreement is to be amended and supplemented as follows:

1.00 Project Description: The project description is amended

For the Update of the Airport Master Plan and Airport Layout Plan.

#### 2.00 Project Cost:

Paragraph 3.00 of said Agreement is 
 increased O decreased by 
 <u>43,650.00</u>

bringing the revised total cost of the project to \$ 243,450.00

Paragraph 4.00 of said Agreement is 
Paragraph 4.00 of said Agreement 4.00 of said 4.0

bringing the Department's revised total cost of the project to \$ 24,345.00

#### 3.00 Amended Exhibits:

Exhibit(s) <u>B & D</u> of said Agreement is amended by Attachment "A".

#### 4.00 Contract Time:

Paragraph 18.00 of said Agreement \_\_\_\_\_3/31/2016\_\_\_

#### 5.00 E-Verify:

#### Vendors/Contractors:

- 1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
- 2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

Financial Project No.	4 <u>31357-1-94-15</u>
-----------------------	------------------------

Contract No. AR733

Agreement Date

Except as hereby modified, amended or changed, all other terms of said Agreement dated <u>10/24/2013</u> and any subsequent supplements shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

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AGENCY	FDOT
Taylor County	See attached Encumbrance Form for date of Funding
AGENCY NAME	Approval by Comptroller
SIGNATORY (PRINTED OR TYPED)	LEGAL REVIEW
	DEPARTMENT OF TRANSPORTATION
	Robert L. Parks, PE
SIGNATURE	DEPARTMENT OF TRANSPORTATION
·	Director of Transportation Development
TITLE	TITLE

Financial Project No. 431357-1-94-15

Contract No. AR733

Agreement Date

# ATTACHMENT "A" SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT

This Attachment forms an integral part of that certain Supplemental Joint Participation Agreement between

the State of Florida, Department of Transportation and <u>Taylor County</u>

511 Industrial Drive Perry, FL 32348

dated

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DESCRIPTION OF SUPPLEMENT (Include justification for cost change):

		As Approved	As Amended	Net Change
I.	Project Cost	\$199,800.00	\$243,450.00	\$43,650.00
H.		As Approved	As Amended	Net
п.	Fund	DPTO	DPTO	DPTO
	Department:	\$19,980.00	\$24,345.00	\$4,365.00
	Agency:	\$0.00	<b>\$0</b> .00	\$0.00
	Federal:	\$179,820.00	\$219,105.00	\$39,285.00
	Total Project Cost	\$199,800.00	\$243,450.00	\$43,650.00

Comments:

# ATTACHMENT "A" SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT

#### III. MULTI-YEAR OR PREQUALIFIED PROJECT FUNDING

If a project is a multi-year or prequalified project subject to paragraphs 4,10 and 17.20 of this agreement, funds are programmed in the Department's Work program in the following fiscal year(s):

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FY	Amount
2014	\$19,980.00
2015	\$4,365.00

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TAY	LOR COUNTY BOARD OF COMMISSIONERS				
	County Commission Agenda Item				
SUBJECT/TITLE:	Board to approve the Bid Committee's recommendation to select Government Services Group (GSG) to provide SHIP Program administrative and inspection services and to approve the Contract For State Housing Initiative Partnership (SHIP) Program Administrativ Services with GSG.				
<b>MEETING DATE RE</b>	QUESTED: September 16, 2014				
Statement of Issue	The Board received RFP's at the August 4, 2014 Board meeting and the Bid Committee is recommending the Board approve selecting Government Service Group (GSG) to provide SHIP Program administrative and inspection services. Approval of the Contract for GSG to provide SHIP Program Administrative Services is also being requested.				
Recommended Act	ion: Approve Bid Committee's recommendations for GSG to provide SHIP Program Administrative Services and Contract for said services.				
Fiscal Impact: The through gran	administrative and inspections services fees are 100% paid t funds.				
Budgeted Expense:	Y/N Not Applicable				
Submitted By: Melo	dy Cox				
Contact: Melody Co	x				
S	UPPLEMENTAL MATERIAL / ISSUE ANALYSIS				
History, Facts & Iss	ues: The Board received three Request for Proposals (RFP) at the August 4, 2014 meeting. They were as follows:				
	Fred Fox Enterprises, Inc. St. Augustine, FL Government Services Group Tallahassee, FL Guardian Community Resource Lakeland, FL				
	The Bid Committee selected Government Services Group (GSG) to provide program administrative services for the SHIP Program. GSG was previously known as Meridian Community Services Group and has successfully been providing SHIP Program administrative services to				

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the County for seven years. The new contract offers the same services and fees as the previous contract with Meridian.

Attachments: Bid Committee Ranking Sheets, Contract For State Housing Initiative Partnership (SHIP) Program Administrative Services, and Sworn Statement Under Section 287.133(3)(a) Florida Statues On Public Entity Crimes

## SHIP and Related Program RFP Bid Committee Score Sheet

9/2/2014

Company	Profile 10 Possible Points	Staff Experience 25 Possible Points	Program Experience 30 Possible Points	Approach /Leveraging Strategies 20 Possible Points	References 10 Possible Points	Fees 5 Possible Points	Public Entity Statement Provided	Total Points Scored
Fred Fox Enterprises, Inc.	5	7.67	12.33	3.33	9.67	0.67		38.67
Government Services Group	9.67	25	26.67	19.33	9.67	4.33		94.67
Guardian Community Resource Management, Inc.	9.33	24	24	11	9.33	3.34		81
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Profile	Scoring will emphasize management, organization, history, and variety and level of local government services.
Staff	Scoring will emphasize expertise, specific project examples including SHIP, variety of professional backgrounds, certifications and skills.
Experience	Scoring will emphasize direct program experience and success with a variety of programs including SHIP.
Approach and Leveraging Strategy	Scoring will empasize project approach and proven leveraging stategies implemented and/or managed by the team for local
	government clients including SHIP.
References	Scoring will emphasize quality of references.
Fees	Scoring will emphasize proposed fee, rates, and level of service in relation to proposed fees.

Bid Committee Members:

Dustin Hinkle Bill Roberts Melody Cox

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# Taylor County Board of Commissioners Ship Program Administration/Management Services Proposals Ranking Sheet

Proposer A: Fred Fox Enterprises, Inc.

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#### Proposer B: Government Services Group, Inc.

Proposer C: Guardian Community Resource Management Inc.

Criteria	Proposer A	Proposer B	Proposer C
Profile	SHIP Not MATION		
(10 Points)	5	10	10
Staff Experience			
(25 Points)	18	25	25
Program Experience	Noship aga	<i>т</i> .	
(30 Points)	138 7	30	อา
Approach/Leveraging Strategy (20 Points) Not Radnesse	e~0	1 <del>38</del> 20	15
References (10 Points)	9	9	8
Fees (5 Points)	Did not quote SHEP	5	4
Total Score (100 Possible)	39	99	89

**Ranking:** 

#1 Government Services Group #2 Quardian Community Resource Management #3 Fred Fre Entriprise, An

**Reviewers:** 

Melody Cox

Signature	Miled Cin	Date	8-13-2014
		· · · · · · · · · · · · · · · · · · ·	

# **Taylor County Board of Commissioners** Ship Program Administration/Management Services Proposals **Ranking Sheet**

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Proposer A: Fred Fox Enterprises, Inc.

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#### Proposer B: Government Services Group, Inc.

#### Proposer C: Guardian Community Resource Management Inc.

Criteria	Proposer A	Proposer B	Proposer C
Profile (10 Points)	5.	9	Z
Staff Experience (25 Points) しゅう	Her 3	25	22
Program Experience (30 Points)	26	25	25
Approach/Leveraging Strategy (20 Points)	12	18	1B
References (10 Points)	10	10	10
Fees (5 Points)	2	4	3
Total Score (100 Possible)	57	91	86

Ranking:

#1\_Government Services #2\_Gourdian #3\_Fred Fox

**Dustin Hinkle Reviewers:** 1 st thy Signature \_

# Taylor County Board of Commissioners Ship Program Administration/Management Services Proposals Ranking Sheet

Proposer A: Fred Fox Enterprises, Inc.

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Proposer B: Government Services Group, Inc.

Proposer C: Guardian Community Resource Management Inc.

	Criteria	Proposer A	Proposer B	Proposer C	
	Profile				
	(10 Points)	5	10	10	
	Staff Experience	O $($	· · · ·	25	
	(25 Points)	Hpeople-	A56jæ	7 people	
	Program Experience (30 Points)	<b>Þ</b> 5	25	20	
	Approach/Leveraging Strategy (20 Points)	D	20	0	exaples
	References (10 Points)	10	10	10	
	Fees (5 Points)	0	04	093	
	Total Score (100 Possible)	D	94	68	*
Ranking:	#1 Meridian	(Govern,	ment Sen	Nico 6	coup)
	#2_ Guardian			· · · · · · · · · · · · · · · · · · ·	· · ··································
	#3 Fred For				
Reviewers:	Bill Roberts				
Signature	Bill Million		Date	8 flug	2014

### TAYLOR COUNTY, FLORIDA CONTRACT FOR STATE HOUSING INITIATIVE PARTNERSHIP (SHIP) PROGRAM ADMINISTRATION SERVICES

THIS CONTRACT is made and entered into this \_\_\_\_\_\_ of \_\_\_\_\_ of \_\_\_\_\_ 2013, by and between the Taylor County Board of County Commissioners (hereinafter the Owner) and Government Services Group, Inc., (hereinafter GSG).

WHEREAS, the Owner has solicited for competitive and selected GSG to perform Program Administration Services for the OWNER's SHIP program: and

WHEREAS , the Owner now desires to retain GSG to provide SHIP program administration and inspection services and GSG desires to provide those services for the Owner.

NOW THEREFORE, in consideration of the mutual covenants and agreements as contained herein to be kept by and between the parties, the Owner and GSG agree as follows:

#### A <u>Covenant for Services</u>

The Owner does hereby contract with GSG to perform the services described herein and GSG does hereby agree to perform such services under the terms and conditions set forth in this Contract.

#### B. <u>Scope of Services</u>

(1) Intent of this Contract

GSG agrees, under the terms and conditions of this Contract and the applicable federal, state and local laws and regulations, to undertake, perform, and complete the necessary Program Administration Services required to obtain funding, implement and complete the Owner's SHIP and Hardest Hit projects in compliance with applicable laws and regulations.

- (2) Scope of Services SHIP Program Administration and Inspection Services
- Review And Update Required Local Policies
- Design, streamline and manage the application process for eligible applicants
- Resolve any public inquiries with regard to available funding and SHIP eligibility criteria
- Process applications and determine eligibility of applicants In accordance with SHIP guidelines, Chapter 67-37, Florida Administrative Code, Program parameters and the County's LHAP.
- Establish and maintain the appropriate files in accordance with SHIP guidelines
- Work with lenders, realtors and other funders to facilitate homebuyer closings

- Review all documentation to ensure that there are no over-statements of fees or closing terms
- Issue the appropriate notices and correspondences to applicants at various increments within the transactional process
- Work with the County Clerk's office to coordinate the disbursement of funds for closing
- Prepare the appropriate real estate documents (mortgage, note and/or restrictive covenants) to secure the County's portion of the financial transaction
- Ensure that homebuyers take the appropriate homebuyer education course as required under the SHIP regulations
- Work with lenders to secure the closing documents that should be made part of the homebuyer files
- Assist the contractors and homeowners with executing the necessary program documents to secure interest in the property and rehabilitation work
- Conduct Pre-construction Conference
- Conduct an Inspection of the property to determine the extent of the rehabilitation
- Draft work-write-ups and manage the contractor bid process
- Conduct periodic progress inspections of the rehabilitation work being done
- Process any requests for payments and draw-downs
- Provide written inspection report to the homeowners and the contractor
- Conduct Advisory Committee Meetings as required
- Review Leveraging Opportunities/Other Possible Source of Financing
- Gather AllRelevant Local Data And Support Documentation
- Representation During Site Visits And Monitorings
- Maintain Project Account Records
- Develop and Track Budget For Project Contract
- Oversight Of Project Schedule And Compliance
- · Coordination With Agencies And Contracts, As Necessary
- Oversight Of Citizen Complaint Process
- Develop And Process Amendments, As Needed
- Review Change Orders And Amendments For Compliance, as Needed
- Provide Regular Project Status Reports To Commission
- Monitor All Project Activity To Ensure Compliance
- Provide All Other Necessary Technical Assistance
- Review Final Change Order, Pay Request, And Construction Documents
- Balance Final Project Budget for State Annual Reporting
- Prepare Documents For Administrative/Financial Close Out

If the Grant Award Agreement between the Owner and the funding agency is amended or if the funding agency's program rules change, the scope of services for the project shall be amended to be consistent with that Agreement and program rules.

- C. <u>Consideration and Method of Payment for Services</u>
  - (1) Amount of Consideration

For the professional services to be provided in accordance with this contract, GSGwill be compensated as follows:

SHIP Program Administration and Inspection Services - The Owner will pay GSG the sum of \$10,500 for Administration Services and \$24,500 for Project Delivery Services. The fees are based upon available SHIP funds totaling \$350,000. If additional SHIP funds are and/or become available the fees will be adjusted accordingly. The Owner shall issue the fee amount, in equal monthly payments, to GSG over a period of twelve (12) months. If the project Is completed In less than 12 months, the balance of the Administration and Project Delivery fees will be paid to GSG after completion and submission of the Closeout Status Report to the Owner.

#### (2) Method of Payments

GSG will submit a monthly invoice, which will reflect the equal monthly payment amount due. The invoice shall be submitted to the Owner for the Owner's review and approval. Payment will be made in accordance with the Florida Prompt Payment Act.

#### (3) Additional Services

If additional services are requested or required, then the additional services shall be established based on the hourly rates Identified in Attachment C of this Contract.

#### D. Subcontracts

(1) If GSG subcontracts any of the work required under this Contract, GSG agrees to include in the subcontract that the subcontractor is bound by the terms and conditions of this Contract with the Owner.

(2) GSG agrees to include in the subcontract that the subcontractor shall Indemnify and hold harmless the Owner and GSG from and against all claims of whatever nature by the subcontractor arising out of the subcontractor's performance of work under this Contract.

#### E. Modification of Contract

All modifications or amendments to this Contract shall be in writing, executed with the same formalities as this Contract, and addressed to the appropriate parties hereto and given personally, by registered or certified mail, return receipt requested, by facsimile, or by a national recognized overnight courier service. All modifications or amendments shall be effective upon the date of receipt and attached to the original of this Contract. The amount of compensation to be paid to GSG will not be amended without mutual agreement of the Owner and GSG, formally executed in writing, subject to availability of funds. No waiver of any of the provisions of this Contract, whether or not similar, unless otherwise expressly provided.

#### F. Termination (Cause and/or Convenience)

(1) This Contract may be terminated in whole or In part In writing by either party In the event of substantial failure by the other party to fulfill its obligations under this Contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given (1) not less than ten (10) calendar days written notice (delivered by certified mall, return receipt requested or other nationally recognized courier services, such as Federal Express or UPS) of Intent to terminate and (2) an opportunity for consultation with the terminating party prior to termination.

(2) This Contract may be terminated in whole or in part in writing by the Owner for its convenience, provided that the other party Is afforded the same notice and consultation opportunity specified In F. (1) above.

(3) If termination for default is effected by the Owner, an equitable adjustment in the price for this Contract shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to GSG at the time of termination may be adjusted to cover any additional costs to the Owner because of GSG's default.

For any termination, the equitable adjustment shall provide for payment to GSG for services rendered and expenses incurred, as approved by the Owner, prior to receipt of the notice of intent to terminate. For any termination for convenience pursuant to paragraph (2) above, GSG shall also be entitled to termination settlement costs reasonably incurred by GSG relating to commitments (e.g., suppliers, subcontractors) which had become contracted prior to receipt of the notice of intent to terminate.

(4) Upon receipt of a termination action under paragraphs (1) or (2) above, GSG shall (1) promptly discontinue all affected work (unless the notice directs otherwise) and (2) deliver or otherwise make available to the Owner all data, drawings, reports specifications, summaries and other such information, as may have been accumulated by GSG in performing this Contract, whether completed or in process, and fully cooperate with the Owner to effectuate a transition of services.

(5) Upon termination, the Owner may take over the work and may award another party a Contract to complete the work described in this Contract.

(6) If, after termination for failure of GSG to fulfill contractual obligations, it is determined that GSG had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the OWNER. In such event, adjustment of the contract price shall be made as provided in paragraph (3) above.

G. Remedies

Unless otherwise provided in this Contract, all other matters in question between the Owner and GSG, arising out of or relating to this Contract, or the breach of it, will be decided by a Florida court of competent jurisdiction. The venue for any legal action or other proceedings, which might arise from this Contract, shall be Taylor County, Florida.

#### H. Liability

(1) GSG shall be responsible for all damages to persons or property that occur as a result of GSG's fault or negligence in connection with work performed under the provisions of this Contract, and GSG shall be financially and otherwise responsible for the proper care and protection of all such work performed until completion thereof and final acceptance by the Owner. Throughout the term of this Contract, GSG shall maintain insurance In the following minimum amounts: \$1,000,000 of Professional Liability Insurance,

\$2,000,000 of General Liability Insurance, \$1,000,000 of Automobile Liability Insurance and

\$100,000 per accident of Workers Compensation and Employers' Liability Insurance.

Documentation regarding insurance will be made available upon request.

(2) GSG shall indemnify and save harmless the Owner, its agents, officers, and employees from any loss, damage or expense, including all costs and reasonable attorneys' fees, suffered by the Owner from any claim, demand, judgment, decree, or cause of action of any kind or nature arising out of any error, omission, or act of GSG, its agents, servants, or employees in the performance of this Contract.

#### I. Energy Efficiency

GSG shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

#### J. Project Representatives

The Owner's Project Manager for this Contract

is: Melody Cox,

Grants Administrator 401 Industrial Drive Perry, FL 32348

Meridian's Project Grants Manager is:

James F. Moseley, Senior Consultant Government Services Group, Inc. P.O. Box 357995, Gainesville, FL 32635.

In the event that different representatives are designated by either party after execution of this Contract, notice of the name and address of the new representative will be rendered in writing to the party and said notification attached to the original of this Contract.

K. Term

The term of this Contract shall be from September 1, 2014 through August 31, 2015. At the County's option, this Contract may be extended for two (2) additional one (1) year terms or any other extension agreed to by the parties.

L. Eligibility

GSG certifies that it is eligible to receive state and federally funded contracts. GSG also certifies that no party, which is ineligible for such work, will be subcontracted to perform services under this Contract.

#### M. <u>Conflict of interest</u>

No member of or Delegate to the Congress of the United States, or Resident Commissioner, and no elected state official or state employee shall share in any proceeds of this Contract, or In any benefit to arise from it. No officer or employee of the local jurisdiction or its designers or agents, no member of the governing body, and no other official of the locality who exercises any function or responsibility with respect to this Contract, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, GSG shall cause to be incorporated In all subcontracts the language set forth in this paragraph prohibiting conflict of Interest

#### N. Federal Statutory Regulrements

When applicable, GSG and the Owner shall comply with the provisions contained in Attachment A and incorporated herein.

#### 0. Attachments

This Contract is subject to the provisions of the following Attachments, which are attached to and made a part of this Contract:

- (1) Attachment A. "Section 3 and Affirmative Action Plan", consisting of one (1) page.
- {2) Attachment B, "Fee Schedule", consisting of one {1) page.
- (3) Attachment C, •sworn Statement on Public Entity Crimes", consisting of two (2) pages.
- P. <u>Miscellaneous Provisions</u>

(1) GSG shall comply with the provisions of Chapter 119, Florida Statutes in the provision of the services provided herein to the Owner.

{2) GSG is, and shall be, In the performance of the services provided herein an independent contractor and not an employee of the Owner. All persons engaged in the services provided herein shall at all times, and In all places, be subject to GSG's sole discretion, supervision, and control. GSG does not have the power or authority to bind the Owner In any promise, agreement or representation other than as specifically provided for herein.

(3) The foregoing terms and conditions constitute the entire agreement between the parties hereto and any representation not contained herein shall be null and void and of no force or effect. This agreement supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions of the parties, whether oral or written, pertaining to the subject matter hereof.

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

Government Services Group, Inc.

Name and Title: <u>Robert Sheets, CEO</u>

Attest:

Taylor County

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Ву:\_\_\_\_\_

Name and Title: Malcolm Page, Chair

Attest:

Name and Title: Annie Mae Murphy, Clerk of Courts

#### ATTACHMENT A

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### SECTION 3 AND AFFIRMATIVE ACTION PLAN

1. GSG will solicit and evaluate applications for employment In a manner that Is non-discriminatory based upon age, race, sex, national origin, ethnic background, and handicap status.

2. When training and/or employment opportunity arises In connection with this project, GSG will, to the greatest extent feasible, provide maximum opportunity to lower income residents of the project. Employment opportunity will be locally advertised in a manner that will ensure that potentially eligible applicants are 1) made aware of the opportunity, and 2) provided a convenient way to apply for employment

3. During this project, GSG will seek to purchase necessary goods and/or services from businesses that are located in, or owned by persons residing in the jurisdiction.

4. GSG will utilize the HUD and Florida lists of minority businesses in filling subcontracting and/or purchasing needs.

5. GSG will include applicable equal opportunity provisions In subcontracts issued in connection with this project.

6. GSG shall publicize and post this policy in a conspicuous place available to employees and applicants for employment and training.

7. GSG is under no contractual or other disability, which would prevent compliance with this policy.

### ATTACHMENT

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### В <u>FEE</u>

## SCHEDULE

Where grant funds cannot be used or for additional services the following schedule will be utilized:

Description

\* \*

Principal	\$225.00 per hour
Senior Project Manager	\$175.00 per hour
Project Manager	\$ 150.00 per hour
Chief Financial Officer	\$ 150.00 per hour
Construction Manager	\$140.00 per hour
Grant/Program Specialist	\$130.00 per hour
Construction Inspector	\$110.00 per hour
Accounting Specialist	\$85.00 per hour
Administrative Assistant	\$ 45.00 per hour

### SWORN STATEMENT UNDER SECTION 287.133(3)(a), <u>Florida Statutes</u>, ON PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted to <u>Taylor County, Florida</u> by <u>Robert Sheets, CEO of Government</u> <u>Services Group, Inc.</u> whose business address <u>1500 Mahan Drive, Suite 250, Tallahassee, FL 32308</u>, and its Federal Employer Identification No. (FEIN) is <u>59-3419105</u>.

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

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), <u>Florida</u> <u>Statues</u>, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

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

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

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), <u>Florida Statutes</u>, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach copy of the final order.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017 FLORIDA STATUES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Signature – Robert Sheets, CEO

Sworn to and subscribed before me this  $\sim 9$ day of August, 2014.

Personally known

or Produced Identification

Notary Public - State of Florid

My commission expires august 31/2017



(Printed, typed or stamped commissioned name of notary public)

(Type of Identification)

IA	YLOR COUNTY BOARD OF COMMISSIONERS
	County Commission Agenda Item
SUBJECT/TITLE:	Board to approve Work Write -Up Bid Forms and Invitation To Bid fo six proposed SHIP program recipients.
MEETING DATE RI	EQUESTED: September 16, 2014
Fiscal Impact: The Submitted By: Melo	e projects are 100% funded through the SHIP Program. ody Cox
Contact: Melody C	
5	SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS
History, Facts & Iss	ues: The following projects and recipients are proposed to receive assistance through the SHIP Program. All of the proposed recipients have been qualified and are eligible to receive assistance through the SHIP Program. DEMOLITION AND RECONSTRUCTION

Mary Mitchell206 Alice StreetPerryJim B. Anderson108 Noah RoadPerryChristopher Weaver1316 S. Center St.Perry

# REHABILITATION

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

Attachments: Work Write-Bid Form and Invitation To Bid

### Taylor County HOUSING REHABILITATION PROGRAM <u>WORK WRITE-UP/BID FORM</u>

 Owner:
 Mary Mitchell

 Address:
 206 Alice St. – Perry

 Mailing Address:
 Same

Phone #: 850-584-4898

Parcel # 05122-000

Alternate: <u>850-295-2330</u>

Inspected By: Jay Moseley

Date: 8-15-2014

The work write-up/bid form is a general outline of the work to be performed. Please refer to the project specification booklet for detailed instructions for each item noted below. This house has been determined to be un-repairable and will be demolished. A new house will be constructed in its place.

Item #	System	Description of Work	Location	Price
001	DEMOLITION	Demolition and safe, legal, disposal of all materials, and clean up of job site for the construction of the new house.	All	
002	SITEWORK	Provide boundary site survey and plan if required by building department. Preparation of site for new construction shall include all fill dirt required, grading, compacting, and testing necessary for this house including curb cuts, driveway aprons, and sod if required by code. Any site in a flood zone shall be constructed at least one foot above base flood elevation. The required certificate of elevation is the responsibility of the contractor, if property is located in the flood zone. Treat for termites prior to pouring slab.	All	
003	NEW STRUCTURE	The new house shall consist of the following: Minimum 1000 sq. ft, 2 bedrooms, one bath, and kitchen – living room combination. Materials shall be concrete slab-on-grade, CMU walls, and 25 year Architectural shingled roof with vented vinyl or aluminum soffits and approved roof vents. All plans and permitting shall be the responsibility of the contractor.	All	
004	ELECTRICAL,	Minimum 150 amp service and wiring to meet NEC.	All	

**Owners Signature** 

**Co-Owners Signature** 

Contractor's Signature

Taylor County HR WWU Bid form

	APPLIANCES,	(Note: electric service shall be located on side or		
	AND HVAC	rear of house). Provide new 4 burner electric stove, vented range hood, all electrical fixtures ( <i>Energy Star Rated</i> ), switches, and other items necessary for a complete house in move-in condition. Provide new minimum 18 cu. ft. frost-free <i>Energy Star rated</i> refrigerator. HVAC system shall be new central electric heating system (minimum 15 SEER) with service to all habitable rooms. Include all ductwork, piping, electrical and other items necessary for a complete system.		
005	INTERIOR	Provide plaster or drywall walls, textured ceilings, new carpet in living room, bedrooms and hall, and vinyl flooring in kitchen and bathroom. All walls to be painted one color. Ceilings to be painted white. Insulate walls to minimum R-11, and ceilings to R- 30. To meet R-11 in walls, insulation can be either loose fill installed prior to pouring tie beam or injected. Provide certificate of insulation for walls and ceilings as part of the close out documentation. Include all interior and exterior doors necessary. <i>Energy Star Rated</i> Exterior doors shall include single cylinder deadbolts, keyed alike.	All	
006	PLUMBING	New plumbing fixtures shall include toilet, tile walk in shower with built in seat or tub/shower (homeowner to select), bathroom sink/vanity, and kitchen sink. Install washer and dryer hook-ups in enclosed space with louvered doors and utility shelving, and 2 exterior hose bibs. Water heater to be <i>Energy Star Rated</i> electric heat pump model. Connect to community water system. Connect to existing city sewer.	All	
007	WINDOWS	Windows shall be <i>Energy Star Rated</i> vinyl frame, single hung, double pane with screens. Number, size and location to be determined by contractor's plans. Bedroom windows must be sized properly for egress.	All	
008	CABINETS	Provide minimum 10' of base cabinets and countertops, and 8' of wall cabinets in kitchen. Provide medicine cabinet and mirror in bathroom	Kitchen	

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Co-Owners Signature

Taylor County HR WWU Bid form

		with light above mirror.	,	
009	MISC.	Provide minimum of 2 towel bars in bathroom, toilet paper holder, shower bar, and minimum 5' X 5' concrete pads at exterior entrances. Install 911 addressing as required. Exterior shall be painted with one main color and one trim color.	Various	

Owners Signature

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Co-Owners Signature

Taylor County HR WWU Bid form

Contractor's Signature

#### THIS PAGE MUST BE INCLUDED WITH THE BID FOR IT TO BE VALID

All work to be performed in a workman-like manner, in accordance with the <u>Taylor County</u> Housing Program Specifications, local codes, and manufacturer's specifications. The contractor shall be responsible for the repairs and/or reinstallation of materials/equipment/fixtures damaged or removed due to any work item contained herein. Contractors shall properly dispose of all fixtures, materials and other items removed from the dwelling unless otherwise specified herein. All items must be cost itemized in the space provided or the bid will be rejected. Contractor's signature needed at the bottom of each page.

Work must be completed and approved within <u>120</u> days of the issuance of the Notice to Proceed. This house is to be vacant for <u>120</u> days.

I hereby certify that I am licensed by the State of Florida, Department of Business and Professional Regulation, and that I am eligible to participate in the housing program. I also agree that change orders above the original contract amount shall only be paid for with housing program funds to correct documented code violations or to meet Section 8 Housing Quality Standards. Change orders must be approved by the homeowner or his representative, the contractor, and local government prior to any initiation of work based on that change order. Contractors please sign bottom of each page.

Company Name	
Contractor's Name (Print Name)	
Contractor's Signature	
Contractor's Address	
Contractors License #	
Contractor's Phone Number	
Contractor's E-Mail Address	

**Owners Signature** 

**Co-Owners Signature** 

#### **PUBLIC NOTICE**

#### **INVITATION TO BID**

#### Housing Rehabilitation State Housing Initiatives Partnership (SHIP) Program

Taylor County Board of County Commissioners invites interested residential contractors to submit bids for the Replacement of three (3) and rehabilitation of three (3) single family homes in Taylor County.

SEALED Bids are to be submitted on or before October 17, 2014 at 4:00 PM to Annie Mae Murphy, Clerk of the Court (850) 838-3506. Bid envelopes are to be identified as SHIP ITB-003.

- Hand Delivery:Annie Mae MurphyFed X or UPSClerk of the Court108 North Jefferson Street, Suite 102Perry, FL. 32347
- Mail Delivery: Annie Mae Murphy Clerk of the Court 108 North Jefferson Street, Suite 102 Perry, FL. 32347

A Public Opening of the Bids is scheduled for October 21, 2014 at 6:00 PM at 201 East Green Street, Perry, Florida, 32347. Bids will be opened during a regularly scheduled Board of County Commissioners meeting.

A <u>MANDATORY</u> meeting to provide contractor orientation materials and visit the scheduled project will be held on September 30, 2014 at 10:30 am, located at 401 Industrial Drive, Perry, 32348. The meeting will take place in the <u>airport terminal</u> conference room. You must attend this meeting in order to receive the bid documents and attend the review of the projects. The visit to the projects will immediately follow the orientation meeting.

For contractors that have not been pre-approved, you may obtain a contractor application package by calling Government Services Group, Inc. at (352) 381-1975. Please bring your completed application package to the mandatory meeting on September 30, 2014.

WBE/MBE/DBE Firms are encouraged to participate. Taylor County is an Equal Opportunity Employer.

The Taylor County Board of Commissioners reserves the right to accept or reject any and/or all bids in the best interest of Taylor County.

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS Malcolm Page, Chairman

#### Taylor County HOUSING REHABILITATION PROGRAM <u>WORK WRITE-UP/BID FORM</u>

Owner:	Jim Brady Anderson					
Address:	108 Noah Road - Perry	7. FL				
Mailing Address:	Same					
Phone #:	850-223-3623		Alternate:	850-838-	4367	
Parcel #	05213-000	Inspected By:			Date:	<u>8-15-2014</u>
The work write-	n/hid form is a general o	utling of the way	-1- 4- 1 - C			

The work write-up/bid form is a general outline of the work to be performed. Please refer to the project specification booklet for detailed instructions for each item noted below. This house has been determined to be un-repairable and will be demolished. A new house will be constructed in its place.

Item #	System	Description of Work	Location	Price
001	DEMOLITION	Demolition and safe, legal, disposal of all materials, and clean up of job site for the construction of the new house.	All	
<b>002</b>	SITEWORK	Provide boundary site survey and plan if required by building department. Preparation of site for new construction shall include all fill dirt required, grading, compacting, and testing necessary for this house including curb cuts, driveway aprons, and sod if required by code. Any site in a flood zone shall be constructed at least one foot above base flood elevation. The required certificate of elevation is the responsibility of the contractor, if property is located in the flood zone. Treat for termites prior to pouring slab.	All	
003	NEW STRUCTURE	The new house shall consist of the following: Minimum 1200 sq. ft, 3 bedrooms, one bath, and kitchen – living room combination. Materials shall be concrete slab-on-grade, CMU walls, and 25 year Architectural shingled roof with vented vinyl or aluminum soffits and approved roof vents. All plans and permitting shall be the responsibility of the contractor.	All	
004	ELECTRICAL,	Minimum 150 amp service and wiring to meet NEC.	All	·····

**Owners Signature** 

**Co-Owners Signature** 

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	APPLIANCES, AND HVAC	(Note: electric service shall be located on side or rear of house).	•	
	I P	Provide new 4 burner electric stove, vented range hood, all electrical fixtures ( <i>Energy Star Rated</i> ), switches, and other items necessary for a complete house in move-in condition. Provide new minimum 18 cu. ft. frost-free <i>Energy Star rated</i> refrigerator. HVAC system shall be new central electric heating system (minimum 15 SEER) with service to all habitable rooms. Include all ductwork, piping, electrical and other items necessary for a complete system.		
005	INTERIOR	Provide plaster or drywall walls, textured ceilings, new carpet in living room, bedrooms and hall, and vinyl flooring in kitchen and bathroom. All walls to be painted one color. Ceilings to be painted white. Insulate walls to minimum R-11, and ceilings to R- 30. To meet R-11 in walls, insulation can be either loose fill installed prior to pouring tie beam or injected. Provide certificate of insulation for walls and ceilings as part of the close out documentation. Include all interior and exterior doors necessary. <i>Energy Star Rated</i> Exterior doors shall include single cylinder deadbolts, keyed alike.	All	
006	PLUMBING	New plumbing fixtures shall include toilet, tile walk in shower with built in seat or tub/shower (homeowner to select), bathroom sink/vanity, and kitchen sink. Install washer and dryer hook-ups in enclosed space with louvered doors and utility shelving, and 2 exterior hose bibs. New electric water heater shall be <i>Energy Star Rated</i> heat pump model. Connect to community water system if available, or existing well. Provide pump out and inspection for existing system. If existing system cannot be re-used for new house, a change order will be necessary.	All	
007	WINDOWS	Windows shall be <i>Energy Star Rated</i> vinyl frame, single hung, double pane with screens. Number, size and location to be determined by contractor's plans. Bedroom windows must be sized properly for egress.	All	

Owners Signature

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Co-Owners Signature

Contractor's Signature

008	CABINETS	Provide minimum 10' of base cabinets and countertops, and 8' of wall cabinets in kitchen. Provide medicine cabinet and mirror in bathroom with light above mirror.	Kitchen	
009	MISC.	Provide minimum of 2 towel bars in bathroom, toilet paper holder, shower bar, and minimum 5' X 5' concrete pads at exterior entrances. Install 911 addressing as required. Exterior shall be painted with one main color and one trim color.	Various	

Owners Signature

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Co-Owners Signature

Contractor's Signature

#### THIS PAGE MUST BE INCLUDED WITH THE BID FOR IT TO BE VALID

All work to be performed in a workman-like manner, in accordance with the <u>Taylor County</u> Housing Program Specifications, local codes, and manufacturer's specifications. The contractor shall be responsible for the repairs and/or reinstallation of materials/equipment/fixtures damaged or removed due to any work item contained herein. Contractors shall properly dispose of all fixtures, materials and other items removed from the dwelling unless otherwise specified herein. All items must be cost itemized in the space provided or the bid <u>will</u> be rejected. Contractor's signature needed at the bottom of each page.

Work must be completed and approved within <u>120</u> days of the issuance of the Notice to Proceed. This house is to be vacant for <u>120</u> days.

I hereby certify that I am licensed by the State of Florida, Department of Business and Professional Regulation, and that I am eligible to participate in the housing program. I also agree that change orders above the original contract amount shall only be paid for with housing program funds to correct documented code violations or to meet Section 8 Housing Quality Standards. Change orders must be approved by the homeowner or his representative, the contractor, and local government prior to any initiation of work based on that change order. Contractors please sign bottom of each page.

Company Name	
Contractor's Name (Print Name)	
Contractor's Signature	
Contractor's Address	
Contractors License #	
Contractor's Phone Number	
Contractor's E-Mail Address	

**Owners Signature** 

**Co-Owners Signature** 

#### Taylor County HOUSING REHABILITATION PROGRAM <u>WORK WRITE-UP/BID FORM</u>

<b>Owner:</b>	Christopher	Weaver

Address: 1316 S. Center St. - Perry

Mailing Address: Same

Phone #: 850-838-7810

Alternate: <u>850-295-1665</u>

Parcel # 04620-000

Inspected By: Jay Moseley

Date: <u>8-15-2014</u>

The work write-up/bid form is a general outline of the work to be performed. Please refer to the project specification booklet for detailed instructions for each item noted below. This house has been determined to be un-repairable and will be demolished. A new house will be constructed in its place.

Item #	System	Description of Work	Location	Price
001	DEMOLITION	Demolition and safe, legal, disposal of all materials, and clean up of job site for the construction of the new house.	All	
002	SITEWORK	Provide boundary site survey and plan if required by building department. Preparation of site for new construction shall include all fill dirt required, grading, compacting, and testing necessary for this house including curb cuts, driveway aprons, and sod if required by code. Any site in a flood zone shall be constructed at least one foot above base flood elevation. The required certificate of elevation is the responsibility of the contractor, if property is located in the flood zone. Treat for termites prior to pouring slab.	All	
003	NEW STRUCTURE	The new house shall consist of the following: Minimum 1200 sq. ft, 3 bedrooms, one bath, and kitchen – living room combination. Materials shall be concrete slab-on-grade, CMU walls, and 25 year Architectural shingled roof with vented vinyl or aluminum soffits and approved roof vents. All plans and permitting shall be the responsibility of the contractor.	All	
004	ELECTRICAL,	Minimum 150 amp service and wiring to meet NEC.	All	

Co-Owners Signature

Contractor's Signature

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	APPLIANCES, AND HVAC	(Note: electric service shall be located on side or rear of house).		
		Provide new 4 burner electric stove, vented range hood, all electrical fixtures ( <i>Energy Star Rated</i> ), switches, and other items necessary for a complete house in move-in condition. Provide new minimum 18 cu. ft. frost-free <i>Energy Star rated</i> refrigerator. HVAC system shall be new central electric heating system (minimum 15 SEER) with service to all habitable rooms. Include all ductwork, piping, electrical and other items necessary for a complete system.		
005	INTERIOR	Provide plaster or drywall walls, textured ceilings, new carpet in living room, bedrooms and hall, and vinyl flooring in kitchen and bathroom. All walls to be painted one color. Ceilings to be painted white. Insulate walls to minimum R-11, and ceilings to R- 30. To meet R-11 in walls, insulation can be either loose fill installed prior to pouring tie beam or injected. Provide certificate of insulation for walls and ceilings as part of the close out documentation. Include all interior and exterior doors necessary. <i>Energy Star Rated</i> Exterior doors shall include single cylinder deadbolts, keyed alike.	АН	
006	PLUMBING	New plumbing fixtures shall include toilet, tile walk in shower with built in seat or tub/shower (homeowner to select), bathroom sink/vanity, and kitchen sink. Install washer and dryer hook-ups in enclosed space with louvered doors and utility shelving, and 2 exterior hose bibs. Water heater to be <i>Energy Star Rated</i> electric heat pump model. Connect to community water system. Connect to existing city sewer. Properly abandon and fill existing former grease trap on north side of existing house.	All	
007	WINDOWS	Windows shall be <i>Energy Star Rated</i> vinyl frame, single hung, double pane with screens. Number, size and location to be determined by contractor's plans. Bedroom windows must be sized properly for egress.	All	
008	CABINETS	Provide minimum 10' of base cabinets and	Kitchen	

		countertops, and 8' of wall cabinets in kitchen. Provide medicine cabinet and mirror in bathroom with light above mirror.		
009	MISC.	Provide minimum of 2 towel bars in bathroom, toilet paper holder, shower bar, and minimum 5' X 5' concrete pads at exterior entrances. Install 911 addressing as required. Exterior shall be painted with one main color and one trim color.	Various	

Owners Signature

Co-Owners Signature

Contractor's Signature

#### THIS PAGE MUST BE INCLUDED WITH THE BID FOR IT TO BE VALID

All work to be performed in a workman-like manner, in accordance with the <u>Taylor County</u> Housing Program Specifications, local codes, and manufacturer's specifications. The contractor shall be responsible for the repairs and/or reinstallation of materials/equipment/fixtures damaged or removed due to any work item contained herein. Contractors shall properly dispose of all fixtures, materials and other items removed from the dwelling unless otherwise specified herein. All items must be cost itemized in the space provided or the bid <u>will</u> be rejected. Contractor's signature needed at the bottom of each page.

Work must be completed and approved within <u>120</u> days of the issuance of the Notice to Proceed. This house is to be vacant for <u>120</u> days.

I hereby certify that I am licensed by the State of Florida, Department of Business and Professional Regulation, and that I am eligible to participate in the housing program. I also agree that change orders above the original contract amount shall only be paid for with housing program funds to correct documented code violations or to meet Section 8 Housing Quality Standards. Change orders must be approved by the homeowner or his representative, the contractor, and local government prior to any initiation of work based on that change order. Contractors please sign bottom of each page.

Company Name	
Contractor's Name (Print Name)	
Contractor's Signature	
Contractor's Address	
Contractors License #	
Contractor's Phone Number	
Contractor's E-Mail Address	

Owners Signature

Co-Owners Signature

#### TAYLOR COUNTY HOUSING REHABILITATION PROGRAM WORK WRITE-UP/BID FORM

<b>Owner:</b>	Ruthie Mae Parker
	A LANDALLY AND

Address: 4686 Woods Creek Road - Perry, FL

Mailing Address: Same

Alternate Phone #:

Phone #: <u>850-584-6718</u> Parcel # 02790-002

Date: <u>8-15-2014</u>

The work write-up/bid form is a general outline of the work to be performed. Please refer to the project specification booklet for detailed instructions for each item noted below.

Item #	System	Description of Work	Location	Price
001	Roof	Replace roof shingles, including all deteriorated roof decking and support members. Install new aluminum soffit and fascia. Build new cricket for chimney.	All	
002	Plumbing	Pump out septic tank. Snake master bathroom shower drain. Replace tub/shower, toilet, and sink/vanity in hall bath. Replace kitchen sink.	Various	
003	Electrical and Appliances	Replace all light fixtures with new <i>Energy Star</i> <i>Rated</i> light fixtures. Install GFIC protected receptacles in kitchen, bathrooms, and exterior. Install smoke detectors in hallway and each bedroom, hardwired in sequence with battery backup. Provide new 4 burner gas stove, vented range hood, and new minimum 18 cu. ft. frost-free <i>Energy Star rated</i> refrigerator.	Various	
004	Insulation	Insulate attic to minimum R-30.	Attic	
005	Windows	Replace all windows.	All	
006	Doors	Replace front, side and rear exterior doors with new pre-hung exterior doors, including new hardware with deadbolts keyed alike.	Front, Side and Rear	

**Owner** Signature

Co-Owner Signature

Contractor's Signature

Taylor County SHIP HR/WWU-Bid Form

007	Cabinets	Replace kitchen cabinets with same footage, including new countertops.	Kitchen
008	Flooring	Replace vinyl flooring in kitchen and both bathrooms. Install new transition strips from hall and bedroom to dining room.	Various

**Owner** Signature Co-Owner Signature Contractor's Signature <u>Taylor County SHIP HR/WWU-Bid Form</u>

## THIS PAGE MUST BE INCLUDED WITH THE BID FOR IT TO BE VALID

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Work must be completed and approved within 60 days of the issuance of the Notice to Proceed.

The house is to be <u>X</u> occupied; \_\_\_\_\_\_ vacant for <u>60</u> days.

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I hereby certify that I am licensed by the State of Florida, Department of Business, and Professional Regulation, and that I am eligible to participate in the housing program. I also agree that change orders above the original contract amount shall only be paid for with housing program funds to correct documented code violations or to meet Section 8 Housing Quality Standards. Change orders must be approved by the homeowner or his representative, the contractor, and local government prior to any initiation of work based on that change order. Change orders must be recommended by the building department.

Company Name	
Contractor's Name (Print Name)	
Contractor's Signature	
Contractor's Address	
Contractors License #	
Contractor's Phone Number	
Contractor's E-Mail Address	

Owner Signature		
Co-Owner Signature		an an
Contractor's Signature Taylor County SHIP HR/WV	WU-Bid Form	Page 3 of 3

### TAYLOR COUNTY HOUSING REHABILITATION PROGRAM <u>WORK WRITE-UP/BID FORM</u>

	Owner:	Peggy Glanton	171		
Mailing	Address:	<u>107 W. Charles St. – Perry, FL</u>			
	Address:	Same	Alternate Phone #: 850-371-1250		
	Phone #:	<u>850-584-9778</u>	Alternativ i hole in	Date:	8-15-2014
	Parcel #	<u>05324-000</u>			
			a sufficiency of the work to be performed.	Please	refer to the

The work write-up/bid form is a general outline of the work to be performed. Please refer to the project specification booklet for detailed instructions for each item noted below.

		C XX/a-dr	Location	Price
Item #	System	Description of Work	Bathrooms	
001	Plumbing	Replace both toilets with Handicap toilets.	Various	
001	Electrical	Install GFIC protected receptacle in kitchen next to stove. Install smoke detectors in hallway and each bedroom, hardwired in sequence with battery backup.		
003	HVAC	Install new central electric heating and air conditioning system (minimum 15 SEER) with service to all habitable rooms. Include all new ductwork, registers and vents; include all electrical, piping and other items necessary for a complete system.	All	
004	Insulation	Insulate attic to minimum R-30.	Attic	
	Windows	Replace all windows.	All	
005	· Doors	Replace front and rear exterior doors with new pre-hung exterior doors, including new hardware with deadbolts keyed alike. Install new thresholds for new doors.	Front and Rear	
007	Cabinets	Re-attach 2 cabinet doors (homeowner to provide) and install new pull handles for 6 upper cabinet doors (to match existing handles as closely as possible).	Kitchen	

Owner Signature

Co-Owner Signature

Contractor's Signature <u>Taylor County SHIP HR/</u>WWU-Bid Form

008	200000	Install vinyl flooring in kitchen, both bathrooms, and utility room.	Various	
009	Painting	Paint exterior trim. Replace any deteriorated wood trim prior to painting.		

Owner Signature Co-Owner Signature Contractor's Signature Taylor County SHIP HR/WWU-Bid Form

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# THIS PAGE MUST BE INCLUDED WITH THE BID FOR IT TO BE VALID

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Work must be completed and approved within 60 days of the issuance of the Notice to Proceed.

The house is to be <u>X</u> occupied; \_\_\_\_\_\_ vacant for <u>60</u> days.

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Company Name	
Contractor's Name (Print Name)	
Contractor's Signature	
Contractor's Address	
Contractors License #	
Contractor's Phone Number	
Contractor's E-Mail Address	

Owner Signature	
Co-Owner Signature	
Contractor's Signature	
Taylor County SHIP HR/WWU-B	d Form

#### TAYLOR COUNTY HOUSING REHABILITATION PROGRAM WORK WRITE-UP/BID FORM

**Owner:** Edna Tillis

Address: <u>423 6<sup>th</sup> Street NW – Steinhatchee, FL</u>

Mailing Address: Same

**Phone #:** <u>352-498-1135</u>

Alternate Phone #: 352-356-1943

Parcel # 09479-465

Date: 8/25/2014

The work write-up/bid form is a general outline of the work to be performed. Please refer to the project specification booklet for detailed instructions for each item noted below.

Item #	System	Description of Work	Location	Price
001	Roof	Properly frame with new framing with proper pitch and flashing various repairs to roof: New cricket, new front porch roof. Install new metal roofing for these areas. Cut in new flashing, z-flashing and new siding (painted to match existing) for areas above two front bay windows to seal properly against water intrusion. Install new metal roofing for these areas if necessary.	Various	
002	Drywall and Painting	Repair drywall in den. Remove ceiling popcorn finish in den and hall bath, re-texture the ceilings. Paint ceilings in den, hall bath and front bedroom.	Various	
003	Plumbing	Replace tub in master bath with new tile walk in shower with built in seat. Properly cut existing tile and install new tile comparable to existing tile, style and color to be selected by homeowner.	Master Bath	
004	Electrical	Install GFIC protected receptacles in kitchen, bathrooms, and exterior. Install smoke detectors in hallway and each bedroom, hardwired in sequence with battery backup.	Various	

Owner Signature

Co-Owner Signature

Contractor's Signature

Taylor County SHIP HR/WWU-Bid Form

005	HVAC	Install new central electric heating and air conditioning system (minimum 15 SEER) with service to all habitable rooms. Include all new ductwork, registers and vents; include all electrical, piping and other items necessary for a complete system. Relocate air handler from attic to den closet. Remove old air handler from attic.	All	
006	Windows	Replace all windows, remove and re-install existing solar screens.	All	
007	Doors	Replace 2 existing fireplace exterior doors to match existing. Paint to match existing.	Rear	
008	Flooring	Replace carpeting in 2 bedrooms, living room, and dining room. Replace tile in master bathroom if damaged during tub removal.	Various	

**Owner Signature** 

Co-Owner Signature

Contractor's Signature

Taylor County SHIP HR/WWU-Bid Form

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Company Name	
Contractor's Name (Print Name)	
Contractor's Signature	
Contractor's Address	
Contractors License #	
Contractor's Phone Number	
Contractor's E-Mail Address	

Owner Signature		
Co-Owner Signature		
Contractor's Signature		
Taylor County SHIP HR/	WWU-Bid Form	Page 3 of 3

	COUNTY BOARD OF COMMISSIONERS
	County Commission Agenda Item
town	Dectfully requesting approval for the Board to fund the local "in " shuttle 100% for riders from the period of Monday, December 2014 to Friday, January 2, 2015.
MEETING DATE REQUE	STED: September 16, 2014
Statement of Issue: Boa	rd to discuss and possibly approve the "in town" shuttle to be free for riders during the above indicated period of time.
Recommended Action:	Approve request for the "in town" shuttle to be free for riders from December 15, 2014 to January 2, 2015.
Budgeted Expense: A c	uote has been obtained from Big Bend Transit, Inc. and the proposed project will have a maximum cost of \$250. Sufficient funds are available in the existing Big Bend Transit budget. No additional funds are being requested.
Submitted By: Melody C	ox
Contact: Melody Cox	
<u>SUPP</u>	LEMENTAL MATERIAL / ISSUE ANALYSIS
History, Facts & Issues:	Staff is requesting the Board to fund the "in town" shuttle to provide transportation at no charge to riders from the period of December 15, 2014 to January 2, 2015. Providing the shuttle service at no charge to riders during the holiday season was very successful in 2013 and it is being requested that this program be offered again.

TA`	YLOR COUNTY BOARD OF COMMISSIONERS
	County Commission Agenda Item
SUBJECT/TITLE:	Board to approve Satisfaction of Repayment Agreement for Macilla
AR CON	Bailey who received rehabilitation assistance through the SHIP
	Program June 2, 2009.
MEETING DATE RI	EQUESTED: September 16, 2014
Recommended Act	satisfied.
	tion: Approve Satisfaction of Repayment Agreement
Fiscal Impact: Not	tion: Approve Satisfaction of Repayment Agreement
Recommended Act Fiscal Impact: Not Submitted By: Melo Contact: Melody C	tion: Approve Satisfaction of Repayment Agreement Applicable ody Cox
Fiscal Impact: Not Submitted By: Mel Contact: Melody C	tion: Approve Satisfaction of Repayment Agreement Applicable ody Cox
Fiscal Impact: Not Submitted By: Mel Contact: Melody C	tion: Approve Satisfaction of Repayment Agreement Applicable ody Cox

#### SATISFACTION OF REPAYMENT AGREEMENT

**KNOW ALL MEN BY THESE PRESENTS:** That We, **TAYLOR COUNTY, FLORIDA**, the owners and holders of a certain Taylor County Rehabilitation Program Ship Program Repayment Agreement executed by **MACILLA BAILEY** bearing date the 2nd day of June, A. D. 2009, recorded in Official Records Book 645, page 821, in the office of the Clerk of the Circuit Court of Taylor County, State of Florida, securing a sum of \$21,500.00, and certain promises and obligations set forth in said Repayment Agreement, upon the property situate in said State and County described as follows, to-wit:

129 West Walnut Street, Perry, Florida 32347

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

WITNESS my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

Signed, Sealed and Delivered in Presence of:

(SEAL)

MALCOLM PAGE, Chairperson BOARD OF COUNTY COMMISSION TAYLOR COUNTY, FLORIDA

ATTEST:

· /

ANNIE MAE MURPHY, Clerk

STATE OF FLORIDA COUNTY OF TAYLOR

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

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

NOTARY PUBLIC

My Commission Expires:

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

TA	LOR COUNTY BOARD OF COMMISSIONERS
****	County Commission Agenda Item
SUBJECT/TITLE:	Requesting approval of EMS County Grant Application, Resolution, and Request For Grant Fund Distribution to be submitted to the Florida Department of Health EMS County Grant Program on behalf of Doctors' Memorial Hospital (DMH) EMS.
<b>MEETING DATE RE</b>	QUESTED: September 16, 2014
Statement of Issue	: The County is eligible to submit grant application on behalf of Doctors' Memorial Hospital EMS up to the amount of \$3,526.00.
Recommended Act	tion: Approve EMS County Grant Application, Resolution, and Request For Grant Fund Distribution.
Fiscal Impact: \$3,5 required.	526.00 to the County to be used only for EMS. There is no match
Budgeted Expense	: Not Applicable
Submitted By: Mel	ody Cox
Contact: Melody C	Cox
<u> </u>	SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS
History, Facts & Iss	sues: The County is eligible to receive a grant up to \$3,526.00 to be used strictly for the improvement and/or expansion of the County's emergency medical services. DMH EMS is requesting the County purchase three (3) King vision portable video laryngoscopes and two (2) video output cables with the grant funds. The video laryngoscopes will allow for more accurate placement of the endotracheal

tube in patients requiring intubation. The County is required to be the applicant and administrator of this grant.

Attachments: EMS County Grant Application, Resolution, and Request For Grant Fund Distribution. 43

JIM MOODY District 2

PAM FEAGLE District 4



MALCOLM PAGE

District 1

## 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

JODY DEVANE

District 3

CONRAD C. BISHOP, J.R., 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 STATE OF FLORIDA, DEPARTMENT OF HEALTH HAS ESTABLISHED THE COUNTY EMERGENCY MEDICAL SERVICES GRANT PROGRAM, AND;

**WHEREAS,** TAYLOR COUNTY BOARD OF COMMISSIONERS IS ELIGIBLE TO RECEIVE AN AWARD UNDER THIS PROGRAM, TO IMPROVE THE COUNTY'S PRE-HOSPITAL EMERGENCY MEDICAL SERVICES SYSTEM;

**THEREFORE BE IT RESOLVED,** THAT THE TAYLOR COUNTY BOARD OF COMMISSIONERS CERTIFIES THAT GRANT FUNDS RECEIVED FROM THE COUNTY EMERGENCY MEDICAL SERVICES AWARD WILL IMPROVE AND EXPAND PRE-HOSPITAL EMERGENCY MEDICAL SERVICES AND THE THAT THE GRANT MONIES WILL NOT BE USED TO SUPPLANT EXISTING COUNTY EMERGENCY MEDICAL SERVICES BUDGET ALLOCATIONS.

**DONE AND ORDERED** IN REGULAR SESSION AT PERRY, FLORIDA THIS 16<sup>th</sup> DAY OF SEPTEMBER 2014, A.D.

Board of County Commissioners Taylor County, Florida

Attest:

Annie Mae Murphy, Clerk

Ву:\_\_

Malcolm Page, Chairman

#### EMS COUNTY GRANT APPLICATION

#### FLORIDA DEPARTMENT OF HEALTH Bureau of Emergency Medical Services

#### Complete all items

#### ID. Code (The State Bureau of EMS will assign the ID Code – leave this blank) C

1. County Name: Taylor County										
Business Address: 201 E. Green Street										
Perry, Florida 32347										
Telephone: 850-838-3553										
Federal Tax ID Number (Nine Digit Number).	<b>VF</b> 5 9	6	0	0	0	8	7	9		

**2. Certification:** (The applicant signatory who has authority to sign contracts, grants, and other legal documents for the county) I certify that all information and data in this EMS county grant application and its attachments are true and correct. My signature acknowledges and assures that the County shall comply fully with the conditions outlined in the Florida EMS County Grant Application.

Date: Sep. 2, 2014

Printed Name: Malcolm Page Position Title: Chairman

Signature:

**3. Contact Person:** (The individual with direct knowledge of the project on a day-to-day basis and has responsibility for the implementation of the grant activities. This person is authorized to sign project reports and may request project changes. The signer and the contact person may be the same.)

Name: Melody Cox

Position Title: Grants Director

Address: 201 E. Green Street

Perry, Florida 32347

 Telephone:
 850-838-3553
 Fax Number:
 850-838-3563

E-mail Address: melody.cox@taylorcountygov.com

**4. Resolution:** Attach a current resolution from the Board of County Commissioners certifying the grant funds will improve and expand the county pre-hospital EMS system and will not be used to supplant current levels of county expenditures.

**5.** Budget: Complete a budget page(s) for each organization to which you shall provide funds. List the organization(s) below. (Use additional pages if necessary)

Doctors' Memorial Hospital Emergency Medical Services, Taylor County

DH 1684, December 2008 64J-1.015, F.A.C.

#### **BUDGET PAGE**

#### A. Salaries and Benefits:

For each position title, provide the amount of salary per hour, FICA per	
hour, other fringe benefits, and the total number of hours.	Amount
	· · · · · · · · · · · · · · · · · · ·
	<ul> <li>International Action</li> </ul>
TOTAL Salaries	
TOTAL FICA	
Grand total Salaries and FICA	0

**B. Expenses:** These are travel costs and the usual, ordinary, and incidental expenditures by an agency, such as, commodities and supplies of a consumable nature <u>excluding</u> expenditures classified as operating capital outlay (see next category).

List the item and, if applicable, the quantity	Amount
TOTAL	<b>\$</b> 0

**C. Vehicles, equipment, and other** operating capital outlay means equipment, fixtures, and other tangible personal property of a non consumable and non expendable nature with a normal expected life of one (1) year or more.

List the item and, if applicable, the quantity	Amount
King Vision Video Laryngoscope (3 at \$1,143.29 each	\$3,451.72
Plus shipping of \$21.85)	
Video Output Cable (2 at \$37.14 each)	\$74.28
TOTAL	\$3,526.00
Grand Total	\$ <u>3,526.00</u>

DH1684, December 2008

FLORIDA DEPARTMENT OF HEALTH **EMS GRANT PROGRAM** REQUEST FOR GRANT FUND DISTRIBUTION In accordance with the provisions of Section 401.113(2)(b), F. S., the undersigned hereby requests an EMS grant fund distribution for the improvement and expansion or continuation of pre-hospital EMS. DOH Remit Payment To: Name of Agency: Taylor County Board of Commissioners Mailing Address: P.O. Box 620 Perry, FL 32348 Federal Identification Number 59-6000879 Authorized Agency Official: Signature Date Malcolm Page, Chairman Type Name and Title Sign and return this page with your application to: Florida Department of Health BEMS Grant Program 4052 Bald Cypress Way, Bin C18 Tallahassee, Florida 32399-1738 Do not write below this line. For use by Bureau of Emergency Medical Services personnel only Grant Amount For State To Pay: \$\_\_\_\_\_ Grant ID Code: \_\_\_\_\_ Approved By: Signature of EMS Grant Officer Date State Fiscal Year: -Organization Code <u>E.O.</u> <u>OCA</u> Object Code 64-42-10-00-000 750000 Federal Tax ID: VF\_\_\_\_\_ Grant Beginning Date: Grant Ending Date: \_\_\_\_\_

DH Form 1767P, December 2008 64J-1.015, F.A.C.

	1 /-		Y BOARD OF COMMISSIONERS
SUBJECT/TIT	ГБ.	County	Commission Agenda Item
		services between	sider approval of a contract for reimbursement of IT Three Rivers Regional Library system and Taylor County Commissioners.
Meeting Date:		September 16, 20	)14
Statement of I	ssue		nsider approval of a contract for reimbursement of IT services Rivers Regional Library System and Taylor County Board of sioners.
Recommendat	tion:	Approval of ac	greement, and required signature.
Fiscal Impact:	\$	26, 312	Budgeted Expense: Yes x No N/A
Submitted By:		Linda Hawkins	
Contact:		Linda Hawkins,	, 850-838-3512, para.pro@taylorcountygov.com
History, Facts	& Iss		AL MATERIAL / ISSUE ANALYSIS
Options:			
		<u> </u>	Library IT Technician Services

#### September 8, 2014

#### VIA E-MAIL AND REGULAR MAIL

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

Re: IT Contract (Review of changes)

Dear Dustin:

I have reviewed the September 4, 2014 e-mail from you plus the changes in yellow by the 3 Rivers attorney. I don't have any real problem with the changes.

Thank you and I hope you are doing fine.

Respectfully,

Conrad C. Bishop, Jr.

CCB/kip

Cc: Hon. Annie Mae Murphy

#### GENERAL CONTRACT FOR LIBRARY IT TECHNICIAN SERVICES

This Contract for Services (this "Contract") is made effective as of October 1, 2014, by and between Three Rivers Regional Library System and Taylor County Public Library, Taylor County, Florida. In this Contract, the party who is contracting to receive services will be referred to as Three Rivers, and the party who will be providing the services will be referred to as "TCPL."

1. DESCRIPTION OF SERVICES. TCPL will provide to Three Rivers the following services (collectively, the "Services"):

Description of Services:

Information Technology services to all Three Rivers member libraries, including the headquarters location. These services will include, but not be limited to:

Maintaining the KOHA Integrated Library System Software

Maintaining other Library specific software and programs

Updating and maintaining all library computers and IT infrastructure

Maintaining and updating the Library's website and other social media

Providing staff training on IT subjects

2. PAYMENT FOR SERVICES. In exchange for these services, Three Rivers will pay TCPL according to the following schedule:

Incumbent Library IT Technician's prevailing hourly rate x 2080 / 4. Payments are due to TCPL in quarterly payments.  $12.65 \times 2080 = 26,312 / 4 = 6,578.00$  due per quarter.

\$27,040 annually, to be paid in quarterly payments. The amount of the contract will be reviewed annually.

3. TERM. This Contract will automatically renew each year on its effective date. Either party may review the contract and submit changes to the other party no less than 90 days prior to the renewal date. All changes must be reviewed and approved in writing by both parties.

#### 4. CANCELLATION OF CONTRACT.

For Cause: In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 30 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

Without cause: Either party may cancel this contract without cause. Any party desiring to cancel the contract shall give the other party no less than 30 days notice.

Other: TCPL may withdraw from the contract immediately and without 30 days' notice if the incumbent Library IT Technician ceases employment with TCPL. However, the prorated quarterly payment will still be owed to TCPL for IT services rendered up to the date of the Technician's end of employment with TCPL.

8. ENTIRE AGREEMENT. This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

9. SEVERABILITY. If any provisions of this Contract are held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable.

10. AMENDMENT. This Contract may only be amended by agreement of both parties. Said amendment must be signed and dated by both parties.

11. GOVERNING LAW. This Contract shall be construed in accordance with the laws of the State of Florida.

12. ASSIGNMENT. This contract is assignable only upon written agreement by both parties.

Service Recipient:

Three Rivers Regional Library System

By:\_\_\_\_\_

Lance Lamb

Chairman of the Board

Service Provider:

Taylor County Public Library, Taylor County, Florida

By: \_\_\_\_\_

Malcolm Page

Chairman of the Board of Taylor County Commissioners

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TAYLO	R COUNTY BOARD OF COMMISSIONERS
	County Commission Agenda Item
SUBJECT/TITLE:   TH	E BOARD TO ADOPT THE FINAL PAY PLAN AND
	CLASSIFICATION STUDY CONTRACTED THROUGH CODY AND ASSOCIATES AS PRESENTED AND DISCUSSED AT THE REGULAR WORKSHOP ON AUGUST 26, 2014.
MEETING DATE REQU	ESTED: SEPTEMBER 16, 2014
Statement of Issue:	THE BOARD OF COUNTY COMMISSIONERS CONTRACTED THROUGH CODY AND ASSOCIATES MANAGEMENT CONSULTANTS TO CONDUCT A STUDY OF TAYLOR COUNTY'S EMPLOYEES' SALARIES AND CLASSIFICATIONS. THEIR FINAL REPORT WAS RECEIVED AND DISCUSSED AT THE WORKSHOP ON 8/26/14.
<b>Recommended Action:</b>	ADOPT THE PAY PLAN
Fiscal Impact:	YES
Budgeted Expense:	AN IMPLEMENTATION PLAN WILL BE DEVELOPED
Submitted By:	COUNTY ADMINISTRATOR
Contact:	COUNTY ADMINISTRATOR
SUP	PLEMENTAL MATERIAL / ISSUE ANALYSIS
History, Facts & Issues	:
Options: NOT	ADOPT THE PLAN
Attachments:	FINAL PAY PLAN AND CLASSIFICATION STUDY

# **PAY CLASSIFICATION**

# **STUDY**

### **Taylor County BOCC**

2014



# Cody & Associates, Inc.

MANAGEMENT CONSULTANTS 305 Jack Drive, Cocoa Beach, Florida 32931 (321) 783-3720; FAX (321) 783-4353 E-mail: <u>CodyAssociates@aol.com</u>

# Cody & Associates, Inc.

MANAGEMENT CONSULTANTS 305 Jack Drive, Cocoa Beach, Florida 32931 (321) 783-3720; FAX (321) 783-4353 E-mail: CodyAssociates@aol.com

July 31, 2014

Marcella F. Bridier, HR Director *Taylor County* 201 E. Green Street Perry, Florida 32347

Dear Ms. Bridier:

We have completed our assignment and are submitting the draft report of our **Pay Classification Study** for all full time positions in the service of the BOCC.

This report has been prepared as an accounting of our assignment and to record our approach. The recommendations and comments in the report reflect our objective appraisal based on analysis and discussion to the extent possible within the scope of the assignment.

Our objective was to develop a Compensation Plan Study that is equitable to both the employees and to the County.

We appreciate this opportunity to be of service to you and express our thanks for the cooperation and courtesy which was extended to us by all of your employees during the Study.

Respectfully submitted,

MECeller

N. E. Pellegrino Principal Partner

# PAY CLASSIFICATION STUDY

### **Taylor County**

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# **INTRODUCTION**

This report, on the Study of the Salaries for Taylor County BOCC, contains details of all elements of the Study. In preparing this report, *Cody & Associates, Inc.* has used its best efforts and has taken reasonable care. To an extent, the Report relies on information and data received from third parties in whom *Cody & Associates, Inc.* has assumed the accuracy and completeness thereof.

*Cody & Associates, Inc.* cannot guarantee that any particular result will follow from any action taken on the basis of this Report. The information and opinions expressed in this Report have significance only within the context of the entire Report. No parts of this report should be used or relied upon outside of that context.

This Study is not an end in itself, but a vital element in a sound management program for the County. A good overall management system requires continuous work and polishing, once the plan is implemented.

Adjustments will continually have to be made to reflect changes in the labor market place in order to maintain a current and equitable compensation system and pay plan.

# **STUDY ASSIGNMENT AND OBJECTIVES**

States

Taylor County, Florida, retained the services of *Cody & Associates, Inc.* to conduct a Pay Classification Study for all full time positions under their jurisdiction.

In our approach to establishing a Pay Plan, we were concerned with the following basic <u>objectives</u>:

- A. Formulating a Pay Plan that will <u>assist in reducing turnover costs and promote</u> <u>careers</u> with the County.
- B. Designing a Pay Plan that will <u>attract qualified personnel</u> to render the services that the County provides.
- C. Establishing salary ranges, and determining individual salary levels.
- D. Establishing equitable relationships of one job to another within the work force (equal pay for equal work).
- E. To ensure fair and equal compensation opportunities for equal contributions to the effective operations of the County.
- F. Designing current <u>Salary Ranges</u> which are competitive with reasonably similar positions in the labor market where the County recruits for employees and which

are consistent with the economic conditions in Taylor County.

G. Establishing or maintaining normal <u>lines of promotion</u> to and from the various classes of positions in the Personnel System.

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To achieve these objectives, we divided the assignment into four (4) major segments:

- A. Position Review
- B. Wage Survey
- C. Methods of Implementing Survey Results and Recommendations
- D. Report Preparation and Presentation

# **POSITION REVIEW PHASE**

The Position Review Phase of the Study included the following:

# A. REVIEW OF POSITIONS

The objective of this phase was to review information about the BOCC's full time positions and provide a factual basis for using the positions in a comprehensive salary survey and job matching process.

### 1. JOB DESCRIPTIONS & POSITION DESCRIPTION QUESTIONNAIRES

- a. Job descriptions along with the position description questionnaires were analyzed by the consultant to help determine proper placement in the pay structure.
- b. Develop benchmark positions for use in the salary survey.

### 2. <u>COLLECTION OF OTHER INFORMATION</u>

We compiled information such as:

- a. Current organization and staffing charts.
- b. Personnel policies, rules and regulations.
- c. Other pertinent procedures and data.

# SALARY PHASE

The Salary Phase of the Study included the following:

## A. SALARY SURVEY

The objective of this survey was to determine what must be provided in terms of salaries in order to obtain or retain personnel; in other words, to be competitive with other employers recruiting from the same labor market. The steps included:

### 1. <u>SELECTION OF SURVEY CLASSES</u> (Bench Marks)

We utilized as many as possible of the present classes in the salary survey in order to get the best possible data. These benchmark jobs represented all of the occupations and levels in the County's organization and those occupations which could be compared with other employers.

### 2. IDENTIFICATION OF LABOR MARKET

The relevant labor market to be surveyed was identified as the local operating area of Taylor County. These agencies included: Counties of: Gadsden, Gulf, Jackson, Madison, Wakulla, Washington, and the cities of Chipley, Quincy, Perry, and Marianna.

We also used data in our database as a guide which included comparable positions statewide and in the panhandle.

# 3. <u>SURVEY METHOD</u>

In compiling this data, we obtained from the designated agencies their minimum and maximum salaries of positions in each classification. If this data was not available we utilized the actual salary being paid.

Another step we use in our calculations, in order to provide the most accurate data possible, is to apply the standard deviation principle. The standard deviation is the most commonly used indicator of variability of a distribution of data. The usual and most accepted interpretation is in terms of the percentage of cases included within one standard deviation below the mean to one standard deviation above the mean. This range on the scale includes about two-thirds  $(^{2}/_{3})$  of the cases in the distribution. Data was entered into our database and then edited to ensure that the data was reasonable and representative and had been accurately reported and recorded. Responses were eliminated when they appeared atypical or exhibited extreme values in wages.

In matching Taylor County's benchmark positions to others in the survey marketplace we concentrated on similar job functions, type of authority, and responsibilities and skill sets needed to do the job. Over the years *Cody & Associates, Inc.* has completed compensation studies for almost all the agencies used in the survey group which made matching jobs more equitable.

### B. DEVELOPMENT OF THE SALARY SCHEDULES

The objective of this aspect of the Study was to compile the results of the salary survey and to design appropriate salary schedules and plans for all the positions covered.

### C. GENERAL SALARY FINDINGS AND COMMENTS

We found approximately 25% of all the fulltime employees' current salaries were below the recommended minimums of the recommended salary ranges of their positions, and most of the maximums were below the recommended salary maximums. We found none of the County's employees were paid over the market level maximums in our survey.

A complete list of the recommendations can be found in Enclosure **1**, **2** and **3**. It should be noted even with the recommended new range for the firefighter EMT the County will still be trailing the City of Perry and may still experience retention problems in this classification.

Part time, seasonal, and on-call position salary rates will be determined by the County Administrator.

### D. RECOMMENDATIONS

- 1. <u>Adopt the recommended salary ranges and schedules as submitted in this</u> report, when it is economically feasible to do so (Enclosures 1, 2 and 3).
- 2. Cody & Associates, Inc. will assist the County further in the implementation process, as requested.

# **COMPENSATION PLAN**

### A. PURPOSE

The Compensation Plan is intended to provide all employees with an equitable and competitive pay, relative to pay received by other employees performing similar work in other areas of the County's organization and relative to rates received by other employees in the labor market from which the County employees are recruited.

The Compensation Plan includes the basic Salary Schedule and the schedule of salary ranges for all classes of positions included in the Classification Plan.

### B. COMPENSATION PLAN DESIGN

At the present time the County is using a step plan salary schedule. We are recommending the County adopt the Minimum to Maximum pay plan structure.

This is the most flexible system in use today, especially in the public sector. Some of the advantages in this type of structure are:

1. The employer is not limited to the rigid intervals between steps when considering salary increases, as is the case when a step pay plan is used.

- 2. The employee can usually be compensated by whatever percentage increase, based upon job performance, the employer desires.
- 3. The Minimum-Maximum Plan provides more flexibility when ability to fund is a problem.
- 4. The Minimum-Maximum Plan is easier to administer and understand.

# C. APPOINTMENT AND STARTING RATE GUIDELINES

- 1. The minimum rate for a position is the appointment (in-hiring) rate for a new employee. This rate reflects the "market place" value of the position based upon the minimum qualifications needed to perform the work. We are recommending the County adopt the minimums proposed as a result of our Study and <u>that these minimums be used as the appointment rates</u>. However, more latitude and flexibility must be exercised when determining actual in-hiring rates for applicants in hard to fill critical or managerial positions since experience and availability are key factors.
- 2. Generally, appointments below or above the minimum salary may be authorized in the following situations:
  - a. If the applicants training, experience or other qualifications are above those required for the position appointments may be approved by the County Administrator on a case by case basis, at a rate of up to the mid-point of the range established for the position.
  - b. Appointments below the minimum salary can be handled as described in Section H.

# D. SALARY RANGES AND PROGRESSION

- 1. The Pay Plan consists of a Salary Schedule containing salary ranges, the compensation attached to the ranges, and a schedule listing the assignments of each class in the Classification Plan to a range in the Salary Schedule.
- Employees can receive a <u>salary increase</u> by one or more of the following ways: <u>performance salary advancement</u>; across-the-board increase; cost of living; adjustments; promotion; reclassification; or pay range adjustment.
- 3. Salary ranges are used to develop <u>incentives</u> among employees to improve their <u>work performance</u> and <u>guality</u>. In the present climate of fiscal concerns it is essential to have some type of salary program geared to improving overall productivity and efficiency of work.

### E. PERFORMANCE (PRODUCTIVITY) INCREASES

- 1. An increase within the same pay range should <u>not be automatic</u>, but should be based upon a Performance Evaluation System or other system that measures an individual's effort and effectiveness.
- An employee should be eligible for salary advancement annually on an anniversary or a fiscal year basis and as warranted by performance, provided there are funds available for the increases.
- 3. Salary advancement to the mid-point of the salary range is considered as

the <u>developmental</u> phase of the salary progression. Increases to this point are usually more rapid than after the mid-point is reached.

The developmental phase includes the probationary period and signifies the time an individual should become <u>totally</u> effective and productive according to the established County standards and/or desires.

The area beyond the mid-point of the salary range is referred to as the <u>incentive</u> phase. Movement in this phase of the range should be reserved for performance over and above which is considered as an average, acceptable job. This area should be based <u>truly on performance</u>.

## F. PAY GRADE ADJUSTMENT

- Where the pay range of an existing classification is raised, it is important to maintain established pay relationships and pay spreads within a work unit and not unduly <u>compress</u> pay between new and longer service employees.
- 2. In instances where the <u>total</u> pay plan is being revised, adjustments and implementation should be determined at that time, which will consider cost impact and other factors.

# G. RECLASSIFICATION/ORGANIZATIONAL CHANGES

When a position is reclassified to a <u>higher class</u>, adjustments to salary should be handled in the same manner as <u>Promotion</u>.

When a reclassification results in assignment to a <u>lower class</u>, adjustment should be made in accordance with the rules for <u>Demotion</u>.

## H. TRAINEE CATEGORY

If an applicant for a position does not meet the minimum qualifications, but is otherwise qualified for the position, the department head may request the appointment as a "TRAINEE". In such cases, the employee could be hired at a rate of ten to fifteen percent (10%-15%) below the minimum salary, until the minimum qualifications have been satisfied.

The individual's probationary period should not begin until he/she has completed the trainee period.

This category is used to train people on-the-job who have the potential to do the work, but lack some of the skills or experience needed. The normal time a person remains in a trainee category would be a minimum of six (6) months and a maximum of twenty-four (24) months. This time period would depend upon the skills or experience needed in individual cases and when certification requirements are completed.

### I. SPECIAL ASSIGNMENT CATEGORY (SAC)

This category can be used when an individual in a position is given an assignment(s) which encompasses duties and responsibilities of a different, advanced, and/or supervisory nature. These assignments are usually for a specified limited period of time. This type assignment is of a temporary nature, can be rescinded unilaterally by the County, and does not constitute a promotion. All assignments which extend beyond 30 work days must be approved by the County Administrator. A pay supplement <u>may</u> be given for that period of time.

### J. POST-MAXIMUM INCENTIVE

The maximums of the recommended pay ranges are the point where an employee's pay progression usually stops. This marks the place where the "worth" of the position, according to the market place and comparable jobs, has reached its limit. However, many agencies feel some type of pay incentive past this maximum point is necessary to continue the productivity of the individual at an acceptable level. We feel there is some merit to this practice and have seen most agencies in the survey sampled, utilizing some forms of an incentive.

We are recommending a valid performance adjustment program for your consideration and implementation.

When the individual has reached the <u>maximum</u> of the pay range, he/she will be eligible for a performance type adjustment. This adjustment <u>would not</u> be added to the individual's base pay. The amount of the adjustment will be determined by the County. This type of arrangement has the effect of not compounding salary or fringe benefit costs and limits the overall short and long-term impact on the County. It also helps in the retention of productive long-term employees. These increases should be based upon performance and considered on an annual basis.

# **IMPLEMENTATION**

V

To implement the proposed Compensation Plan we recommend adjusting the salaries of employees who fall below the minimum in their recommended range to the minimum rate.

	Pre	Present		Proposed		
	Min	Max	P/G	Min	Max	
Custodian	13,104	18,139	110	16,494	23,916	
Kennel Tech	13,104	18,139	110	16,494	23,916	
Roll Off Attendant	13,104	18,139	• 110	16,494	23,916	
Recycling Tech	16,723	23,148	120	17,319	25,112	
Road Maintenance Tech	16,723	23,149	120	17,319	25,112	
Secretary (EMS)	17,555	24,301	140	19,094	27,686	
Animal Control Officer	19,365	26,805	150	20,049	29,070	
HEOI	19,365	26,805	150	20,049	29,070	
Mechanic I	18,429	25,510	150	20,049	29,070	
Road Maintenance/Sign Tech	19,365	26,805	150	20,049	29,070	
Social Services Tech	18,429	25,510	150	20,049	29,070	
HEO II	20,322	28,130	160	21,051	30,524	
Library Tech II	19,365	26,805	160	21,051	30,524	

	Present		Proposed		
	Min	Max	P/G	Min	Max
Board Receptionist	22,422	31,038	170	22,104	32,050
Facility Maintenance	22,422	31,038	170	22,104	32,050
HEO III	21,341	29,541	170	22,104	32,050
Secretary - Extension Services	22,422	31,038	170	22,104	32,050
Secretary (Solid Waste)	21,341	29,541	170	22,104	32,050
Engineering Tech	23,525	32,564	180	23,209	33,653
HEO IV	23,525	32,564	180	23,209	33,653
Building/Planning Tech	21,341	29,541	190	24,369	35,335
Mechanic II	24,710	34,205	190	24,369	35,335
Code Enforcement Officer	21,341	29,541	200	25,588	37,102
Mosquito Control/Animal Control Coordinat	24,710	34,205	200	25,588	37,102
Sports Complex Coordinator	24,710	34,205	200	25,588	37,102
Admin Assistant (Network)	24,710	34,205	210	26,867	38,957

	Present		Proposed		n de las nordes regions de la constante de la constante de la constante de la constante de la constante de la constante de la constante de la constante de la constante	
	Min	Max	P/G	Min	Max	
Office Manager	24,710	34,205	210	26,867	38,957	
Paraprofessional Librarian	23,525	32,564	210	26,867	38,957	
Purchasing Agent	25,938	35,904	210	26,867	38,957	
Secretary - Admin and Exe Offices	24,710	34,205	210	26,867	38,957	
Team Leader	25,938	35,904	210	26,867	38,957	
Veterans Services Officer	24,710	34,205	210	26,867	38,957	
Superintendent - PW	25,938	35,904	230	29,621	42,950	
Building Inspector	25,938	35,904	250	32,657	47,353	
Library Manager	31,533	43,649	250	32,657	47,353	
Grants Coordinator	31,533	43,649	270	36,004	52,206	
Special Projects Manager	33,114	45,837	280	37,805	54,817	
Fire Chief	34,778	48,140	290	39,695	57,557	
Building Official	36,504	50,530	300	41,680	60,435	

	Present		Proposed			
	Min	Max	P/G	Min	Max	
Computer Systems Administrator	36,504	50,530	300	41,680	60,435	
Emergency Management Director	36,504	50,530	300	41,680	60,435	
Grants/Social Services Director			300	41,680	60,435	
Director of Technologies	36,504	50,530	310	43,763	63,457	
HR Director	31,533	43,649	310	43,763	63,457	
Library Director	34,778	48,140	310	43,763	63,457	
Public Works Director	34,778	48,140	310	43,763	63,457	
PW Director	34,778	48,140	310	43,763	63,457	
Solid Waste/Environmental Services Direct	34,778	48,140	310	43,763	63,457	
Engineer I	50,024	69,245	350	53,195	77,132	
Assistant County Administrator	47,376		360	55,855	80,989	
County Engineer	59,467	82,317	380	61,580	89,290	
County Administrator	65,561	90,753	410	71,286	103,365	

\* Based on 2912 hours annually

.

	Pre	Present		Proposed		
	Min	Max	P/G	Min	Max	
Firefighter/EMT	22,422	31,038	230*	29,621	42,950	
Firefighter/Paramedic	23,525	32,564	240*	31,102	45,098	
Fire Lieutenant/Inspector			260*	34,290	49,720	

	Pres	Present		Proposed		
	Min	Max	P/G	Min	Max	
Admin Assistant (Network)	24,710	34,205	210	26,867	38,957	
Animal Control Officer	19,365	26,805	150	20,049	29,070	
Assistant County Administrator	47,376		360	55,855	80,989	
Board Receptionist	22,422	31,038	170	22,104	32,050	
Building Inspector	25,938	35,904	250	32,657	47,353	
Building Official	36,504	50,530	300	41,680	60,435	
Building/Planning Tech	21,341	29,541	190	24,369	35,335	
Code Enforcement Officer	21,341	29,541	200	25,588	37,102	
Computer Systems Administrator	36,504	50,530	300	41,680	60,435	
County Administrator	65,561	90,753	410	71,286	103,365	
County Engineer	59,467	82,317	380	61,580	89,290	
Custodian	13,104	18,139	110	16,494	23,916	
Director of Technologies	36,504	50,530	310	43,763	63,457	

	Present		Proposed		
	Min	Max	P/G	Min	Max
Emergency Management Director	36,504	50,530	300	41,680	60,435
Engineer I	50,024	69,245	350	53,195	77,132
Engineering Tech	23,525	32,564	180	23,209	33,653
Facility Maintenance	22,422	31,038	170	22,104	32,050
Fire Chief	34,778	48,140	290-	39,695	57,557
Fire Lieutenant/Inspector			260*	34,290	49,720
Firefighter/EMT	22,422	31,038	230*	29,621	42,950
Firefighter/Paramedic	23,525	32,564	240*	31,102	45,098
Grants Coordinator	31,533	43,649	270	36,004	52,206
Grants/Social Services Director			300	41,680	60,435
HEOI	19,365	26,805	150	20,049	29,070
HEO II	20,322	28,130	160	21,051	30,524
HEO III	21,341	29,541	170	22,104	32,050

	Present		Proposed		
	Min	Max	P/G	Min	Max
HEO IV	23,525	32,564	180	23,209	33,653
HR Director	31,533	43,649	310	43,763	63,459
Kennel Tech	13,104	18,139	110	16,494	23,916
Library Director	34,778	48,140	310	43,763	63,457
Library Manager	31,533	43,649	250	32,657	47,353
Library Tech II	19,365	26,805	160	21,051	30,524
Mechanic I	18,429	25,510	150	20,049	29,070
Mechanic II	24,710	34,205	190	24,369	35,335
Mosquito Control/Animal Control Coordinat	24,710	34,205	200	25,588	37,102
Office Manager	24,710	34,205	210	26,867	38,957
Paraprofessional Librarian	23,525	32,564	210	26,867	38,957
Public Works Director	34,778	48,140	310	43,763	63,457
Purchasing Agent	25,938	35,904	210	26,867	38,957

	Present		Proposed		
	Min	Max	P/G	Min	Max
PW Director	34,778	48,140	310	43,763	63,457
Recycling Tech	16,723	23,148	120	17,319	25,112
Road Maintenance Tech	16,723	23,149	120	17,319	25,112
Road Maintenance/Sign Tech	19,365	26,805	150	20,049	29,070
Roll Off Attendant	13,104	18,139	110	16,494	23,916
Secretary - Admin and Exe Offices	24,710	34,205	210	26,867	38,957
Secretary - Extension Services	22,422	31,038	170	22,104	32,050
Secretary (EMS)	17,555	24,301	140	19,094	27,686
Secretary (Solid Waste)	21,341	29,541	170	22,104	32,050
Social Services Tech	18,429	25,510	150	20,049	29,070
Solid Waste/Environmental Services Direct	34,778	48,140	310	43,763	63,457
Special Projects Manager	33,114	45,837	280	37,805	54,817
Sports Complex Coordinator	24,710	34,205	200	25,588	37,102

	Present		Proposed		
	Min	Max	P/G	Min	Мах
Superintendent - PW	25,938	35,904	230	29,621	42,950
Team Leader	25,938	35,904	210	26,867	38,957
Veterans Services Officer	24,710	34,205	210	26,867	38,957

# Recommended Salary Schedule

	Minimum	Midpoint	Maximum
110	7.93	9.71	11.50
	16,494	20,205	23,916
120	8.33	10.20	12.07
	17,319	21,215	25,112
130	8.74	10.71	12.68
	18,185	22,276	26,368
140	9.18	11.25	13.31
	19,094	23,390	27,686
150	9.64	11.81	13.98
	20,049	24,559	29,070
160	10.12	12.40	14.67
····	21,051	25,787	30,524
170	10.63	13.02	15.41
	22,104	27,077	32,050
180	11.16	13.67	16.18
	23,209	28,431	33,653
190	11.72	14.35	16.99
	24,369	29,852	35,335
200	12.30	15.07	17.84
	25,588	31,345	37,102
210	12.92	15.82	18.73
	26,867	32,912	38,957

	Minimum	Midpoint	Maximum	
220	13.56	16.61	19.67	
	28,210	34,558	40,905	<del></del> .
	14.24	17.44	20.65	
230	10.17	12.46	14.75	* FF/EMT hrly rate
	29,621	36,286	42,950	-
	14.95	18.32	21.68	
240	10.68	13.08	15.49	* Paramedic hrly rate
	31,102	38,100	45,098	_
250	15.70	19.23	22.77	
	32,657	40,005	47,353	_
	16.49	20.19	23.90	*=:
260	11.78	14.42	17.07	*Fire Lt/Inspector hrly rate
	34,290	42,005	49,720	_
270	17.31	21.20	25.10	
	36,004	44,105	52,206	_
280	18.18	22.26	26.35	
	37,805	46,311	54,817	_
290	19.08	23.38	27.67	
	39,695	48,626	57,557	<del>-</del> .
300	20.04	24.55	29.06	
	41,680	51,057	60,435	_

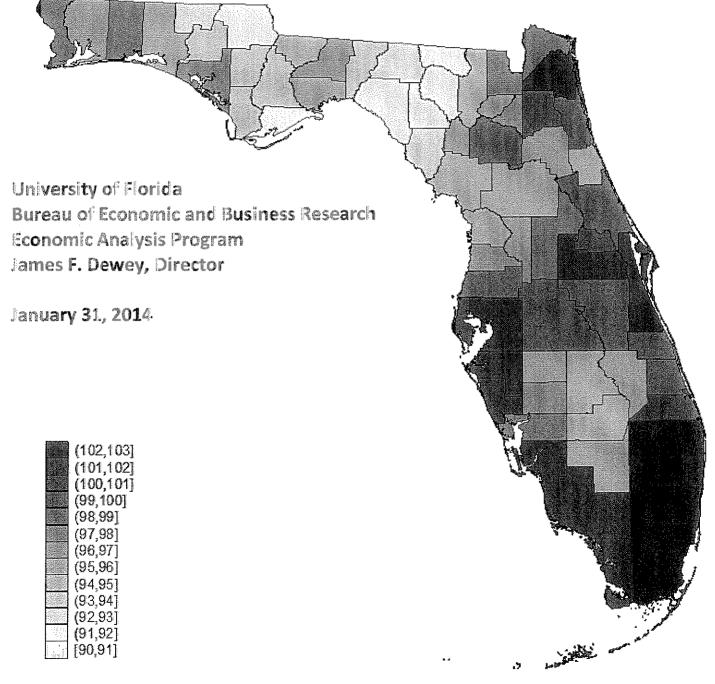
# Recommended Salary Schedule

Recommended	Salary Schedule
-------------	-----------------

	Minimum	Midpoint	Maximum
310	21.04	25.77	30.51
	43,763	53,610	63,457
320	22.09	27.06	32.03
	45,952	56,291	66,630
330	23.20	28.42	33.64
	48,249	59,105	69,961
340	24.36	29.84	35.32
	50,662	62,061	73,459
350	25.57	31.33	37.08
	53,195	65,164	77,132
360	26.85	32.90	38.94
	55,855	68,422	80,989
370	28.20	34.54	40.88
	58,647	71,843	85,039
380	29.61	36.27	42.93
	61,580	75,435	89,290
390	31.09	38.08	45.07
	64,659	79,207	93,755
400	32.64	39.98	47.33
	67,892	83,167	98,443
410	34.27	41.98	49.69
	71,286	87,325	103,365



# Florida Price Level Index



A copy of this report may be obtained from <u>http://www.bebr.ufl.edu</u> or <u>http://www.fldoe.org/fefp/</u>.

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state and so the second s	and the second	Cristian and a second second second	which interview and the
	<u>ichieich Ba</u>	<u>- 2012</u>	CONTRACTOR DOWNSTON FOR A PROPERTY.
Alachua	98.27		2015
Baker	96.27	97.81 97.06	97.53 97.23
Bav	97.56	94.27	97.23 94.81
Bradford	96.46	96.50	96.66
Brevard	100.22	101.09	101.18
Broward	102.67	103.05	103.01
Calhoun	93.26	90.12	90.63
Charlotte	97.49	98.28	98.78
Citrus	94.99	93.66	94.04
Clay	99.07	99.11	99.28
Collier	100.28	103.92	101.91
Columbia	94.85	94.96	95.48
Dade	102.51	101.34	101.73
De Soto	96.48	96.72	97.14
Dixie	92.88	92.44	92.17
Duval Escambia	101.43 98.20	101.47 95.32	101.64
Flagler	96.20 94.38	95.52 94.04	95.36 94.94
Franklin	90.67	94.04 91.36	94.94 91.92
Gadsden	94.19	92.94	93.74
Gilchrist	95.02	94.58	94.30
Glades	94.50	97.59	96.18
Gulf	93.98	92.06	92.08
Hamilton	91.47	91.77	91.31
Hardee	95.30	96.05	96.21
Hendry	95.62	97.61	97.11
Hernando	96.77	96.72	97.00
Highlands	94.29	93.62	94.09
Hillsborough	100.75	101.37	101.65
Holmes	92.23	91.71	91.04
Indian River	98.47	100.15	98.67
Jackson	91.79	92.27	92.39
Jefferson Lafayette	93.94 91.44	91.15	91.38
Lake	97.02	91.01 96.43	90.75 96.95
Lee	100.87	102.15	102.67
Leon	96.75	93.87	94.08
Levy	94.86	94.42	94.15
Liberty	93.01	93.68	90.86
Madison	92.32	89.82	90.13
Manatee	100.05	101.85	102.02
Marion	94.97	95.51	95.83
Martin	99.24	101.76	99.30
Monroe	100.24	102.96	104.03
Nassau	98.67	98.71	98.88
Okaloosa	98.76	98.20	97.48
Okeechobee	95.07	96.90	95.55
Orange	100.49	99.88	100.42
Osceola Palm Beach	98.96 102.18	97.95 104.90	98.10
Pasco	98.83	98.65	103.78 98.93
Pinellas	100.87	100.11	98.95 99.89
Polk	98.17	97.87	98.48
Putnam	95.30	95.33	95.50
Saint Johns	98.02	98.05	98.23
Saint Lucie	98.91	99.73	98.15
Santa Rosa	96.41	94.68	93.98
Sarasota	100.97	101.22	99.66
Seminole	99.17	99.33	99.35
Sumter	95.45	95.65	95.49
Suwannee	91.81	91.65	93.78
Taylor	92.00	90.86	92.32
Union	95.38	95.42	95.58
Volusia	98.25	95.78	96.19
Wakulla Walton	95.27 95.69	94.74 96.70	92.94
Washington	93.74	96.70 91.24	97.33 91.10
mashington	55.74	77.24	AT'TO

The Florida Price Level Index (FPLI) was established by the Legislature as the basis for the District Cost Differential (DCD) in the Florida Education Finance Program. In this role, the FPLI is used to represent the costs of hiring equally qualified personnel across school districts. Since 1995, and at the request of the Legislature, the Bureau of Economic and Business Research (BEBR) at the University of Florida has performed an ongoing review of the methodology of the FPLI and has made appropriate recommendations to improve it. Since 2000, BEBR has also been responsible for calculating the FPLI. To denote its intended use as an adjustment factor for school personnel costs, the index presented in this report is referred to as the FPLI for School Personnel, or FPLI SP. Note that this is a cross-sectional measure that compares relative wage levels among Florida's 67 counties and does not measure inflation from one year to the next.

# Results

The table on this page presents the index for 2013, which is constructed so that the population-weighted average is 100. The median Floridian, ranked by county FPLI\_SP, lives in Hillsborough County, with an index value of 100.75. That is, less than half of the state's residents live in counties with index values that are greater than 100.75, less than half in counties with index values that are less than 100.75, and the rest live in Hillsborough County. The 7 counties with index values over 100.75 together account for 44.4 percent of the state's population and the 59 counties with index values below 100.75 together account for 49.1 percent of the state's population. The map on the cover displays the distribution of the FPLI SP across the state. Index values tend to be higher in more populous counties. As population density increases workers face higher housing costs, longer commutes, or both, for which they must be compensated in the form of higher wages. Of course, factors other than

housing prices affect wages in a market economy, so relative wages do not track relative housing prices exactly.

### About the FPLI

Use of the FPLI in the DCD assumes districts must offer salaries that will support similar standards of living to attract equally qualified personnel. It further assumes that the FPLI measures the relative costs of maintaining a given standard of living across Florida's counties—that is, the FPLI is used as a Cost of Living Index (COLI) in the DCD.

The Consumer Price Index (CPI), constructed by the U.S. Bureau of Labor Statistics (BLS) using the concept of a COLI as a framework, is perhaps the best known example of a price index.<sup>1</sup> Indeed, use of the FPU to index costs from one Florida county to the next parallels the use of the CPI by the Federal Government to index Social Security funds from one year to the next. The CPI calculation, however, is not static-the BLS continually evaluates and improves its methods. Numerous adjustments are made to measured price data to make the CPI more appropriate in its intended use as a COLI for comparisons across time periods at a given location.<sup>2</sup> BEBR's work on the FPLI since 1995 has been aimed at making it more accurate and appropriate in its use as a COLI for comparisons across locations at a given point in time.

At a given location, factors other than the monetary costs of goods and services that significantly affect the compensation needed to maintain a given standard of living are nearly the same from one year to the next. Variations in climate from year to year, for example, can usually be ignored

adjustments may be found at http://www.bls.gov/cpi/home.htm

<sup>&</sup>lt;sup>1</sup> Question 4 under "Frequently Asked Questions" at the CPI homepage <u>http://www.bls.gov/cpi/home.htm</u> discusses this point. Chapter 17 of the *BLS Handbook of Methods*, which may be accessed at the same web site, contains more detail. <sup>2</sup> Links to documentation for many hedonic

when estimating changes in the cost of living. Across locations, however, such factors as climate, culturai and recreational opportunities, and services and taxes vary widely. In turn, variations in these factors affect workers' standards of living and thus the ability of employersincluding school districts-to hire personnel. Thus, a COLI intended to make comparisons across space must allow for variation in such factors.<sup>3</sup> Beginning with the 2003 FPLI, BEBR has used data on private market wages to construct an index of the relative compensation required to attract equally qualified workers across Florida's school districts. Referred to as the FPLI SP, this index is more appropriate for comparing the costs of hiring equally qualified personnel for identical jobs across locations at a given point in time.4

Across areas, other things being equal, places that are more productive, and thus more attractive to firms, will have higher wages and prices, while places that are more pleasant in which to live, and thus more attractive to workers, will have lower wages and higher prices. Consequently, a simple weighted average of the relative prices of purchased goods and services is inferior to the FPLI\_SP as a COLI in a spatial context. In areas that are otherwise less attractive to live in, relative wages will exceed relative prices, while in areas that are otherwise more attractive to live in, relative prices will exceed relative wages.

Within areas, firms that must locate closer to the urban core must pay higher wages than firms free to locate near suburban or outlying areas. That is because those who work at firms located in the urban core must either pay higher

housing costs or endure longer commutes. Further, the larger the difference between housing costs in the urban core and in suburban and outlying areas, the larger this pay difference will be. Therefore, types of jobs that tend to be concentrated farther from the urban core will show less difference in average wages between cities with high housing costs and cities with low housing costs than types of jobs that tend to be concentrated nearer the urban core. Therefore, BEBR controls for occupational centrality in constructing the FPLI. Similarly, productivity in some occupations may be more sensitive than average to city size or city income, and BEBR also controls for these affects.

In calculating the FPLI SP, BEBR uses statistical techniques to estimate a raw index of wages for comparable workers employed in jobs of comparable centralization of employment across counties. Wage data for this calculation consist of average wages for over 700 occupations across Florida's 67 counties. Although data for each specific occupation are not available for all 67 counties, data for many individual occupations are available in even small counties. The Florida Department of Economic Opportunity's Bureau of Labor Market Statistics collects these data as part of the Labor U.S. Bureau of Statistics' Occupational Employment Statistics (OES) of occupational Measures Survey. centralization are calculated from the US Census Public Use Microdata Sample and are used to capture differing adjustments with differing across occupations propensities to locate near the urban core.

Once the raw index has been calculated, additional techniques are used to smooth statistical variation. First, BEBR generates predicted index values for each county based on the correlation between the raw index and characteristics related to labor market outcomes, for example population density. This predicted index and the raw index are then combined by calculating a weighted average of the two. To illustrate, if the weight placed on the predicted index in the weighted average were 0.4, the weight placed on the raw index would be 0.6. The weights for each county are calculated to maximize the precision of the resulting estimate. Therefore, the higher the precision of the predicted index relative to the raw index, the higher the weight placed on the predicted index and the lower the weight placed on the raw index. Second, wages in nearby counties cannot differ too much from one another without inducing workers to commute from the low wage county to the high wage county. Therefore BEBR applies geographic smoothing to ensure differences in the index estimates for nearby counties are not inconsistent with their geographic proximity.

### Summary

This report presented the 2013 FPLI\_SP and the methodology used in its calculation. The index uses extensive data on wages, occupational characteristics, and local characteristics to estimate the relative wage level needed to maintain a given standard of living for occupations comparable to school personnel across Florida's counties. Although many things affect counties' FPLI\_SP position, counties that are urban tend to have higher values.

<sup>&</sup>lt;sup>3</sup> In terms of the CPI methodology adapted to a spatial context, this would be analogous to a full hedonic adjustment to the price of land across space to reflect all factors affecting standards of living that are determined with choice of residential location.

<sup>&</sup>lt;sup>4</sup> In the 2003 FPLI Report, what is now designated as the FPLI\_SP was named the Low Centrality FPLI\_A.

	YLOR COUN	TY BOARD OF COMMISSIONERS
· · · · · · · · · · · · · · · · · · ·	Count	Commission Agenda Item
SUBJECT/TITLE:	DRAFT (2	TO CONSIDER TASKING THE COUNTY ATTORNEY TO T AN ORDINANCE AND NOTICE FOR THE PROPOSED AND PREVIOUSLY APPROVED) TAX ABATEMENT NTIVE FOR PROJECT FREEDOM, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
MEETING DATE R	EQUESTED:	SEPTEMBER 16, 2014
Statement of Issue		20, 2014, the Board approved the tax abatement for Freedom. An ordinance is required.
Recommended Ac	tion: Task th	e County Attorney with drafting such ordinance.
Fiscal Impact:	Legal fe	es
	e: Yes	
Budgeted Expense		
	County Admin	istrator

History, Facts & Issues: The tax abatement was previously approved by the Taylor County Board of County Commissioners on May 2, 2014. The ordinance and notice are the next necessary steps.

**Options:** 

Attachments:

Suggested language based on a similar ordinance passed in Hardee County.

26

# CADY LENGTRE - LAND

### HARDEE COUNTY, FLORIDA

### **ORDINANCE NO. 13-14**

AN ORDINANCE OF HARDEE COUNTY, FLORIDA, MAKING FINDINGS; PROVIDING FOR AN AD VALOREM PROPERTY TAX EXEMPTION FOR THE CONSTRUCTION OF A NEW BUSINESS; PROVIDING FOR A TERM; PROVIDING FOR A PERCENTAGE OF TAX EXEMPTION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 3, Article VII of the State Constitution, and the registered voters of Hardee County, Florida, pursuant to Florida Statutes Section 196.1995, have authorized the Hardee County Commissioners, hereinafter the "Board," to grant ad valorem property tax exemptions to new businesses and expansion of existing business; and

WHEREAS, the Board, in Hardee County Resolution Number 09-15, has adopted certain criteria in addition to the minimum statutory criteria to be considered for an economic development ad valorem property tax exemption; and

WHEREAS, BioNitrogen Plant FL I, LLC, hereinafter "BioNitrogen" has applied for an ad valorem property tax exemption for the construction of a fertilizer plant and biomass servicing facility in Hardee County as described Exhibit "B;" and

WHEREAS, the Board makes the following findings:

BioNitrogen Plant FL I, LLC, whose address is 8725 NW 18 Terr, 105,
 Doral, Florida 33172, owns 40 acres of property (Parcel I.D. No. 17-34-24-0000-06590 0000) in Hardee County, Florida.

2. Tax exemption has been requested on one hundred percent (100%) of

personal property tax and on improvements to real property in connection with the construction of the new facility and the Board has determined that it will grant an <u>80%</u> tax exemption for each of the ten (10) years requested.

3. The total amount of revenue available to Hardee County from ad valorem sources for the current fiscal year is Thirteen Million One Hundred Twenty-two Thousand Five Hundred Sixty-two DOLLARS (\$13,122,562.00).

4. The only current and active economic development ad valorem tax abatement is Nickerson Brothers, LLC. The lost revenue to the County from Nickerson Brothers, LLC is \$5,424.60 for the current fiscal year.

5. There shall be no estimated revenue loss to Hardee County for the current fiscal year attributed to the construction of BioNitrogen Plant facility by this ordinance. The estimated revenue loss for the taxable year 2015 attributable to an eighty percent (80%) exemption of this facility is \$1,321,817.14.

6. This project should ultimately increase the ad valorem tax base of Hardee County by approximately \$193,157,754.00.

7. The facility proposed by the BioNitrogen Plant in Hardee County is a new business as defined in Section 196.012(15)(a), Florida Statutes and qualifies for the exemption based on the creation and maintenance of <u>52</u> full-time positions (\$48,500 salary not including benefits) (on average) through the term of the abatement.

8. The extent to which the proposed facility may detrimentally affect the environment will be thoroughly addressed in land use and licensing proceedings before various state and local agencies. The Board finds that proper enforcement of the state,

2

local and federal laws and regulations can minimize the detrimental effects of this type of facility on the environment.

The project should have a minimum impact on or need for Hardee County services.

10. The granting of this exemption would be in the best interest of the general health, safety and welfare of the citizens of Hardee County.

# NOW THERFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF HARDEE COUNTY, FLORIDA;

SECTION 1. The Board hereby grants unto BioNitrogen Plant FL I, LLC, an Eighty percent (80%) property tax exemption for the construction of their facility located on the property described in Exhibit "A" attached hereto, which exemption shall be subject to the following conditions:

A. The exemption created by this ordinance shall be for a period of <u>ten years</u> and shall take effect January 1, 2015, and shall terminate on <u>December 31, 2024</u>.

B. For the <u>ten-year</u> period, said tax exemption shall be as stated in paragraph 2 above of the assessed value of: (1) improvements to real property made by or for the use of said business facility described in Exhibit "B" attached hereto; (2) tangible personal property at said business facility described in Exhibit "B" attached hereto.

C. The grant of this exemption is conditioned upon BioNitrogen creating, filling, and maintaining fifty-two (52) full time, on-site positions, with an average salary (not including benefits) of \$48,500 annually. The fulfillment of this condition shall be monitored on an annual basis and the exemption is conditioned expressly hereon.

3

D. The granting of this exemption and the findings contained in this Ordinance shall in no way be interpreted as giving the BioNitrogen Plant a vested right to develop land, or constitute an act of the County upon which the BioNitrogen Plant may in good faith rely to its detriment, nor relieve the BioNitrogen Plant in any manner from its burden to demonstrate that this business and its facilities meet all requirements of state, local and federal laws or regulations and the Hardee County Comprehensive Plan.

SECTION 2. EFFECTIVE DATE. This Ordinance shall become effective immediately upon adoption in accordance with law.

DULY PASSED AND ADOPTED IN REGULAR SESSION OF THE BOARD OF COUNTY COMMISSIONERS OF HARDEE COUNTY, FLORIDA, THIS 12TH DAY OF SEPTEMBER, 2013.

> BOARD OF COUNTY COMMISSIONERS OF HARDEE COUNTY, FLORIDA

Sue Birge, Chairperson

39.346 lerk to the Board

### **EXHIBIT "A"**

That portion of the NE ¼ of Section 17, Township 34 South, Range 24 East, Hardee County Florida lying east of the right of way of County Road 663 and North of the right of way of Vandolah Road, less and except the following described property:

Begin at the intersection of the easterly right of way line of Ft. Green - Ona Road N.W. and the north right of way line of Vandolah Road N.W., said point of being 100.00 feet, by right angle measure, easterly of the centerline of the Seaboard Coastline Railroad, and 25.00 feet, by right angle measure, north of the centerline of grade of said Vandolah Road N.W.; thence S 89°24'17" E, along said north right of way line of said Vandolah Road, 25.00 feet from and parallel with the centerline of grade of said Vandolah Road N.W., a distance of 618.72 feet to a point on the cast boundary of the NE ¼ of Section 17, Township 34 South, Range 24 East, Hardee County, Florida, as marked and monumented by G.A. Keene (RLS No. 1096) according to his survey for Gardinier dated 9-2-75, said point being N 0° 30' 53" E, 24.67 feet from the SE corner of the NE ¼ of said Section 17 according to said survey; thence N 0° 30' 53" E, along said east boundary, a distance of 649.92 feet to a point that is S 0° 30'53" W, 2123.89 feet from the NE corner of said NE ¼ according to said survey; thence N 89°24'17" W, parallel with the north right of way line of said Vandolah Road N.W. a distance of 721.75 feet to a point on the easterly right of way line of said Ft. Green - Ona Road N.W.; thence S 08° 29' 27" E, along said easterly right of way line, 100.00 feet from and parallel with the centerline of the Seaboard Coastline Railroad, distance of 658.18 feet to the point of beginning, less: beginning at the NE corner of the immediately preceding described property, then run west 50 feet along the north boundary, then run southeasterly to the east boundary of said immediately preceding described property, then run north 50 feet to the NE corner of said immediately preceding described property.

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EXHIBIT "B"

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PUBLIC NOTICE The BOARD OF COUNTY COMMISSIONERS will hold a public hearing on September 05, 2013, at 10:00 a.m. of as soon thereafter as can be heard in the County Commission Chembers, Room 102, Counthouse Annex, 412 West Orange Breat, Wauchula, Horida \$3573 to consider edoption of the following extinuous:

ORDINANCE NO. 13-14

AN ORDINANCE OF HARDEE COUNTY, FLOREDA, MAK-ING FINDINGS; PROVIDING FOR AN AD VALOREM PROPERTY TAX EXEMPTION TO EXONITROGEN PLANT FL.I, LLC, FOR THE LOCATION OF THEIR BUSINESS IN HARDEE COUNTY; PROVIDING FOR A TERM; PHOVID-ING FOR A PERCENTAGE OF TAX EXEMPTION; AND PROVIDING FOR AN EFFECTIVE DATE.

This is a Disabled-Accessible facility. Any disabled person neacing to make special anangements should contact the County Commissioners Office at least two (2) working days prior to the public hearing.

This Public Notice is published in compliance with Fiorida Statues 125.66(2)(a) and 286.0105.

Copies of this ordinance are sveliable for public inspection during regular office house at 412 West Grange Street Room 103, Weuchule, Florida 83873, telephone 963/773-9430.

Interested parties may appear at the public bearing and be heard with respect to the proposed ordinance.

If a person decides to appeal any decleton made by the Commission, with respect to any matter considered at each meeting or hearing, they will need a record of the proceedings, and that, for such purpose, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

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Sua Birge, Chairperson

Victoria L. Rogers Clerk of Circuit Court P.O. Drawer 1749 Wauchula, FL 33873



Hardee County Courthouse Telephone: (863)-773-4174 Facsimile: (863) 773-4422 Website: www.hardeeclerk.com

**SEPTEMBER 24, 2013** 

Liz Cloud Program Administrator Administrative Code and Weekly R.A. Gray Building 500 South Bronough Street Tallahassee, FL 32399-0250

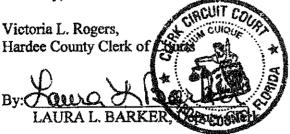
Dear Ms. Cloud:

Pursuant to the provisions of Section 125.66, Florida Statutes, enclosed for filing is a certified copy of Hardee County Ordinance No. 13-14. This ordinance was duly passed and adopted the Board of County Commissioners of Hardee County, Florida, in regular session on the 12<sup>TH</sup>, day of SEPTEMBER, 2013. Victoria L. Rogers, the Ex-Officio Clerk to the Board of County Commissioners, signed the ordinance on SEPTEMBER 24, 2013.

In addition, the County Ordinance Data Retrieval System coding form is enclosed.

Please advise our office of the filing data.

Sincerely,



l Enclosures USPS TRACKING # 9114 S011 2308 6043 8923 02 & CUSTOMER For Tracking or Inquiries go in USPS.com RECEIPT or cal 1-800-222-1311.

### FLORIDA COUNTY ORDINANCE DATA RETRIEVAL SYSTEM (CODRS) CODING FORM

Instructions: Plorida's Department of State, Bureau of Administrative Code has developed the County Ordinance Data Retrieval System (CODRS) to facilitate the tracking of County ordinances in Florida's 67 Counties. CODRS' data base is composed of over 25,000 county ordinances enacted since 1974.

We request your cooperation in completing this coding form. It is to be completed whenever your county enacts a new ordinance. Simply complete this form and include it with other pertinent ordinance information that is submitted to the Bureau of Administrative Code.

To code this form properly, please refer to the "keyfields" description sheet that has been given to your County Attorney's Office. If you do not have this sheet please contact the Bureau. We will be happy to fax one to you for referencing purposes. Please fill out this form as completely as is possible.

Thank you for your assistance. Should you need further assistance please contact the Bureau of Administrative Code, Department of State at (850)245-6270 or Suncom 205-6270.

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RICK SCOTT Governor

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KEN DETZNER Secretary of State

September 27, 2013

Honorable Victoria L. Rogers Clerk of the Circuit Court Hardee County Post Office Drawer 1749 Wauchula, Florida 33873-1749

Attention: Ms. Laura L. Barker, Deputy Clerk

Dear Ms. Rogers:

Pursuant to the provisions of Section 125.66, Florida Statutes, this will acknowledge receipt of your letter dated September 24, 2013 and certified copy of Hardee County Ordinance No. 13-14, which was filed in this office on September 27, 2013.

Sincerely.

Liz Cloud Program Administrator

LC/eir

10-04-13A11:38 RCVD

IAYLO	R COUNTY BOARD OF COMMISSIONERS County Commission Agenda Item				
SUBJECT/TITLE: THE	BOARD TO REVIEW AND CONSIDER ACTION ON A QUOTE FOR CATASTROPHIC INMATE MEDICAL INSURANCE FROM HUNT INSURANCE GROUP LLC/WILLIS				
MEETING DATE REQUE	STED: September 16, 2014				
Statement of Issue:	Current contract expires 9/30/2014.				
Recommended Action:	Accept quote or direct staff to seek others or use different parameters (higher deductibles).				
Fiscal Impact:	New quote is \$1003.28 higher than previous year				
Budgeted Expense:	Yes				
Submitted By:	County Administrator				
Contact: Dustin.hinkel@taylorcountygov.com					
CUDD	LEMENTAL MATERIAL / ISSUE ANALYSIS				

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History, Facts & Issues: The current medical coverage expires 9/30/14. A new policy needs to be in place so as to ensure continuous coverage.

**Options:** 

Attachments: New quote and previous year's quote.

#### Margaret Dunn

From:	LaWanda Pemberton <lpemberton@albrittonins.com></lpemberton@albrittonins.com>
Sent:	Wednesday, September 3, 2014 9:05 AM
То:	Dustin Hinkel
Cc:	Margaret Dunn
Subject:	FW: Taylor County Jail & Taylor County BOCC Inmate Medical Renewal Offer
Attachments:	Quote 2014-15.pdf; Willis STC.PDF

Importance:

High

Please see below and attached. Let me know if you wish to have another option for a higher deductible. Carey has stated he could quote if needed.

LaWanda

From: Boucher, Carey Lee [mailto:Carey.Boucher@willis.com]
Sent: Wednesday, September 03, 2014 9:02 AM
To: LaWanda Pemberton
Cc: Volkert, Tamara; Ellin, Sarah; Williams, Jeff
Subject: Taylor County Jail & Taylor County BOCC Inmate Medical Renewal Offer

Good Morning:

We are pleased to attach your quotation on the Catastrophic Inmate Medical Reimbursement coverage for Taylor County Jail & BOCC.

The quotes have been issued based on the information provided on the renewal application. Please review the quote including the Limit of Coverage per Inmate and Specific Deductibles and contact us with any changes that need to be made. We will work with the insurance carrier to ensure that any changes are updated on your quote as needed.

The attached quote for your review has the Limit of Coverage Per Inmate of \$250,000, Deductibles of \$30,000 and \$35,000 with an ADM of \$20,000 days 1-3 and \$12,000 for days thereafter. This quote is valid through 09/25/2014.

Once a decision has been made, please circle and initial the Option of choice and return to me via email or fax as soon as possible, keeping in mind the quote expiration date. If there are any errors or discrepancies, or you have any questions or concerns on the coverage or premiums please do not hesitate to contact us as soon as possible.

This proposal is presented in conjunction with the Standard Terms and Conditions for Human Capital Practice Accounts which is enclosed. The compensation that will be paid to Willis will vary based on the insurance contract it sells. Depending on the insurer and insurance contract you select, compensation may be paid by the insurer selling the insurance contract or by another third party. Such compensation may vary depending on a number of factors, including the insurance contract and insurer you select. In some cases, other factors such as the volume of business Willis provides to the insurer or the profitability of insurance contracts Willis provides to the insurer also may affect compensation. Upon request, Willis will provide you with additional information about the compensation Willis expects to receive based in whole or in part on your purchase of insurance, and (if applicable) the compensation expected to be received based in whole or in part on any alternative quotes presented to you.

Your satisfaction is important to us. We value your business. Take care and we look forward to hearing from you soon!

#### Carey Boucher, Account Manager- Employee Benefits Hunt Insurance Group, LLC/ Willis

Pooling Practice 3606 Maclay Blvd. South, Suite 204, Tallahassee, FL 32312 Phone: 800-763-4868 or 850-385-3636, extension 7042 Fax: 850-893-7245 <u>carey.boucher@willis.com</u>,

See what we stand for and how we serve our clients at <u>www.willis.com/williscause</u> IMPORTANT WARNING: This message, including any attachments, is intended for the use of the person or entity to whom it is addressed and may contain information that is proprietary and confidential, or otherwise protected by the attorney-client privilege or work product doctrine, the disclosure of which is governed by applicable law. If the reader of this e-mail is not the intended recipient, or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any review, dissemination, distribution, or copying of this information, or the taking of any action in reliance on the contents of this e-mailed information, is STRICTLY PROHIBITED. If you have received this e-mail by error, please notify us immediately and destroy the related message.

For information pertaining to Willis' email confidentiality and monitoring policy, usage restrictions, or for specific company registration and regulatory status information, please visit <u>http://www.willis.com/email\_trailer.aspx</u>

We are now able to offer our clients an encrypted email capability for secure communication purposes. If you wish to take advantage of this service or learn more about it, please let me know or contact your Client Advocate for full details. ~W67897

## CATASTROPHIC INMATE MEDICAL INSURANCE QUOTE

Name of Insured: Date of Quote: Insurance Carrier: Inmate Count: Taylor County Jail & BOCC 09/03/2014 United HealthCare-OptumHealth 88 Inmates Hunt Insurance Group LLC / Willis 3606 Maclay Boulevard S, Ste 204 Tallahassee, FL 32312 (850) 385-3636 • (850) 385-2124

#### **COVERAGE BENEFITS:**

 Off-Site Inpatient Hospital Services and Outpatient Surgical and attending Physician Services. The maximum eligible expenses shall be limited to the lesser of the amount paid, or up to an "Average Daily Maximum" (ADM) per admission of \$20,000 ADM for days 1-3 and \$12,000 ADM for each day thereafter.

COVERAGE & PREMIUM BASIS:	Option 1	Option 2
Limit of Coverage per Inmate:	\$250,000	\$250,000
Specific Deductible per Inmate:	\$30,000	\$35,000
Current Inmate Population:	88	88
Rate per Inmate, per Month:	\$18.88	\$17.24
Total Estimated Annual Premium:	\$19,937.28	\$18,205.44

EXCLUSIONS OR LIMITATIONS: (For a complete list refer to policy)

- All charges for which government authorities are not legally obligated to pay
- All charges in connection with the rehab portion of a substance abuse claim
- All charges in connection with the rehab portion of a mental/nervous claim
- All charges which are incurred after the release from custody
- All charges in connection with security or guarding an inmate
- All charges paid outside the terms of the Plan Document

#### ASSUMPTIONS AND CONDITIONS:

- This quote is an estimate based on data provided & subject to a completed application
- This quotation contains general information & is not a contract or binder of insurance
- Eligible claims are those occurring in 12 months and paid in 18 months
- The Company reserves the right to audit the inmate count
- This proposal directly reflects administration over ride 5%
- This proposal directly reflects commission of 17%
- AIDS/HIV and Pregnancy claims included
- No pre-existing conditions exclusions
- Large claim updates may be required
- Prior to Booking claims covered
- Quotes are valid for 30 days

Florida

#### Standard Terms and Conditions for Human Capital Accounts

Please note the following terms and conditions related to your decision to utilize Willis to purchase insurance coverage, products and/or services:

#### Services and Responsibilities

The services we provide to you will rely in significant part on the facts, information and direction provided by you or your authorized representatives. In order to make our relationship work, we must each provide the other with accurate and timely facts, information and direction as is reasonably required. You must provide us with complete and accurate information regarding your loss experience, risk exposures, and changes in the analysis or scope of your risk exposures and any other information reasonably requested by us or insurers. It is important that you advise us of any changes in your business operations that may affect our Services, the insurance coverages, or other services we place for you. If you have any doubt about what information is material, please ask us inasmuch as failure to provide accurate and current information could adversely impact your insurance coverage.

We will assess the financial soundness of the insurers we recommend to provide your coverages based on publicly available information, including that produced by well-recognized rating agencies. Upon request, we will provide you with our factual analysis of such insurers. We cannot, however, guarantee or warrant the solvency of any insurer or any intermediary that we may use to place your coverage.

The final decisions with respect to underwriting submissions and all matters relating to your insurance coverages and employee benefits program are yours. We will procure the insurance coverage and services chosen by you, assist in confirming coverage, and review and transmit policies to you.

We will review all policies and endorsements for the purpose of confirming their accuracy and conformity to negotiated specifications and your instructions and advise you of any errors in, or recommended changes to, such policies. You agree that you will also review all such documents and advise us of any questions you have or of any document or provision which you believe may not be in accordance with your instructions as soon as possible, and in no event longer than two weeks, after you receive them.

We will meet, as requested by you, with your representatives to explain coverage and policies. We will promptly respond to your requests for coverage information, analysis of changing market conditions, and assistance in reporting subsequent changes in information to insurance companies and service providers.

In our capacity as employee benefits professionals, we do not provide legal or tax advice. We encourage you to seek any such advice you want or need from competent legal counsel or tax professionals.

#### **Confidentiality**

We will treat information you provide us in the course of our professional relationship as confidential and will use it only in performing services for you. We may share this information with third parties as may be required to provide services. We may also disclose this information to the extent required to comply with applicable laws or regulations or the order of any court or tribunal. By providing us with data, you agree and represent that you are fully authorized to possess that data and to provide it to us, and further that we are fully authorized to obtain, maintain, process and transfer such data in a commercially reasonable manner and as we reasonably deem advisable in order to provide our services. In so doing, we agree that we will comply with all applicable privacy laws, and that we have implemented and will maintain commercially reasonable and appropriate security measures in order to protect sensitive information from unauthorized use or disclosure. Records you provide us will remain your property and will be returned to you upon request, although we will have the right to retain copies of such records to the extent required in the ordinary course of our business or by law. You will treat any information we provide to you, including data, recommendations, proposals, or reports, as confidential, and you will not disclose it to any third parties. You may disclose this information to the extent required to comply with applicable laws or regulations or the order of any court or tribunal. We retain the sole rights to all of our proprietary computer programs, systems, methods and procedures and to all files developed by us.

Willis represents and warrants that, with respect to the personal information of any Massachusetts resident, (1) it has and is capable of maintaining appropriate security measures to protect Personal Information consistent with 201 CMR 17.00 and any applicable federal regulations; and (2) as of the Agreement Effective Date, it has and will at all times during the term of this Agreement, maintain a comprehensive written information security program that complies with applicable privacy and data security laws. Willis's information security program shall contain at least the following:

- Reasonable restrictions upon physical access to records containing personal information and storage of such records and data in locked facilities, storage areas or counters.
- Regular monitoring to ensure that the comprehensive information security program is operating in a manner reasonably calculated to prevent unauthorized access to or unauthorized use of personal information; and upgrading information safeguards as necessary to limit risks.
- Reviewing the scope of the security measures at least annually or whenever there is a material change in business practices that may reasonably implicate the security or integrity of records containing personal information.
- Documenting responsive actions taken in connection with any incident involving a breach of security, and mandatory post-incident review of events and actions taken, if any, to make changes in business practices related to protection of personal information.

In the event that you or any of the benefit plans you sponsor need to enter into business associate agreements with Willis in order to satisfy the requirements of the Health Insurance Portability and Accountability Act, the regulations implementing that Act (the "Standards for Privacy of Individually Identifiable Health Information," codified at 45 C.F.R. parts 160 and 164), or any other similar law, you agree to work with Willis to execute an agreement in compliance with these requirements.

#### **Carrier Quotes**

The quotes we have provided to you are based upon the information that you have provided to us. If you discover that previously submitted information is inaccurate or incomplete, please advise us immediately so that we can attempt to revalidate terms with insurers.

A carrier quote is an offer to provide coverage. Offers can be modified or withdrawn prior to your acceptance through your order to bind coverage. The quote itself is not a legally binding commitment or a confirmation of actual coverage. Should you choose to bind coverage, we will secure a formal commitment, typically in the form of a binder on a form issued or approved by the carrier(s) at issue.

#### **Compensation and Disclosure**

Willis is an insurance producer licensed to do business worldwide, including in all 50 states and the District of Columbia. Insurance producers are authorized by their license to work with insurance purchasers and discuss the benefits and terms and conditions of insurance contracts; to offer advice concerning the substantive benefits of particular insurance contracts; to sell insurance; and to obtain insurance for purchasers. The role of an insurance producer in any particular transaction involved one or more of these activities.

The compensation that will be paid to Willis will vary based on the insurance contract it sells. Depending on the insurer and insurance contract you select, compensation may be paid by the insurer selling the insurance contract or by another third party. Such compensation may be contingent and may vary depending on a number of factors, including the insurance contract and insurer you select. In some cases, other factors such as the volume of business Willis provides to the insurer or the profitability of insurance contracts Willis provides to the insurer also may affect compensation. Willis may accept this compensation in locations where it is legally permissible, and meet standards and controls to address conflicts of interest. Because insurers account for contingent payments when developing general pricing, the price you pay for your policies is not affected whether Willis accepts contingent payments or not. If you prefer that we not accept contingent compensation related to your policy, we will request that your insurer(s) exclude your business from their contingent payment calculations.

Upon request, Willis will provide you with additional information about the compensation Willis expects to receive based in whole or in part on your purchase of insurance, and (if applicable) the compensation expected to be received based in whole or in part on any alternative quotes presented to you.

To the extent Willis is compensated by commissions paid to us by insurers, they will be earned for the entire policy period at the time we place policies for you. We will be paid the commission percentage stated for the placement of your insurance as indicated, and will receive the same commission percentage for all subsequent renewals of this policy unless we negotiate a different commission percentage with you.

Commission schedules and other compensation arrangements related to our services on your behalf may change over time and may not always be congruent with your specific policy period. Willis will provide you with accurate information to the best of our knowledge when information is requested or presented to you, but it is possible that compensation arrangements may change over time.

In some cases the use of a wholesale broker may be beneficial to you. We will not directly or indirectly place or renew your insurance business through a wholesale broker unless we first disclose to you in writing any compensation we or our corporate parents, subsidiaries or affiliates will receive as a result.

Willis develops panels of insurers in certain market segments. Participating insurers are reviewed on a variety of factors. Commission rates on panel placements may be higher than rates paid on business placed outside of the panel process. Willis discloses its commission rates to clients on quotes obtained through the panel process prior to binding the coverage. In some instances, insurers pay an administration fee to participate in the panel process, or for additional reporting. Your Willis broker will provide you with additional information on Willis Panels upon request.

You may choose to use a third party administrator, utilization review firm or other similar service provider in connection with the insurance coverages we place for you or the services we provide to you. If you elect to use a service provider from which we or our corporate parents, subsidiaries or affiliates will receive any compensation directly or indirectly relating to the services you purchase from the provider, we will disclose additional information regarding that compensation to you before you make a final decision to use the service provider.

We or our corporate parents, subsidiaries, and affiliates may provide reinsurance brokerage services to insurers with which your coverage is placed pursuant to separate agreements with those insurers. Under these arrangements we may be compensated by the insurers for the services provided in addition to any commissions we may receive for placement of your insurance coverages.

In certain instances and where explicitly agreed upon in advance, Willis may collect insurance premium from you and remit the premium to the appropriate insurance company or intermediary. In doing so, we may also receive and retain interest on premiums you pay from the date we receive the funds until we pay them to the insurers or their intermediaries, or until we return them to you after we receive such funds.



As an insurance intermediary, we normally act for you. However, for some insurance products we or our corporate parents, subsidiaries or affiliates may have managing general agent agreements or other agreements which give us binding authority enabling us to accept business on their behalf and immediately provide coverage for a risk. Further, we or our corporate parents, subsidiaries or affiliates may arrange lineslips or similar facilities which enable an insurer to bind business for itself and other insurers and we may manage these lineslips for such insurers. We may place your insurance business under a managing general agent's agreement, a binding authority, lineslip or similar facility when we reasonably consider these match your insurance requirements/instructions. When we intend to bind coverage for you under such a facility, we shall inform you prior to the inception of the insurance contract.

Subsidiaries of Willis North America Inc are members of a major international group of companies. In addition to the commissions received by us from insurers for placement of your insurance coverages, other parties, such as excess and surplus lines brokers, wholesale brokers, reinsurance intermediaries, underwriting managers and similar parties (some of which may be owned in whole or in part by our corporate parents or affiliates), may earn and retain usual and customary commissions for their role in providing insurance products or services to you under their separate contracts with insurers or reinsurers.

The insurance market is complex, and there could be other relationships which are not described in this document which might create conflicts of interest. If a conflict arises for which there is no practicable way of complying with this commitment, we will promptly inform you and withdraw from the engagement, unless you wish us to continue to provide the services and will provide your written consent. Please let us know in writing if you have concerns or we will assume that you understand and consent to our providing our services pursuant to these terms.

Prices on the services specified herein are exclusive of all federal, state, and local sales, use, excise, receipts, gross income and other similar taxes and governmental charges. Any such taxes or charges upon the services provided hereunder, now imposed or hereafter becoming effective during the Term of this agreement, shall be added to the price herein provided and paid by you unless, in lieu thereof, you provide us with a valid tax exemption certificate acceptable to us.

The Foreign Account Tax Compliance Act (FATCA) is a U.S. law aimed at foreign financial institutions and other financial intermediaries (including insurance companies and intermediaries such as brokers) to prevent tax evasion by U.S. citizens and residents through offshore accounts. FATCA only applies if you are a U.S. company or individual or a non-U.S. company paying premium through a U.S. insurance broker to a non-U.S. insurer. In order to comply with FATCA, insurance companies and intermediaries must meet certain legal requirements. Insurance placed with an insurance company that is not FATCA compliant may result in a 30% withholding tax on your premium. Where FATCA is applicable to you, in order to avoid this withholding tax, Willis will only place your insurance with FATCA-compliant insurers and intermediaries for which no withholding is required unless you instruct us to do otherwise and provide your advance written authorization to do so. If you do instruct Willis to place your insurance with a non-FATCA compliant insurer or intermediary, you may have to pay an additional amount equivalent to 30% of the premium covering U.S.-sourced risks to cover the



withholding tax. If you instruct us to place your insurance with a non-FATCA compliant insurer but you do not agree to pay the additional 30% withholding if required, we will not place your insurance with such insurer. Please consult your tax adviser for full details of FATCA.

#### **Premium Payment/Handling of Funds**

You agree to provide immediately available funds for payment of premiums by the payment dates specified in the insurance policies, invoices or other payment documents. Failure to pay premium on time may prevent coverage from incepting or result in cancellation of coverage by the insurer. We will not be responsible for any consequences that may arise from any delay or failure by you to pay the amount payable by the indicated date.

We will handle any premiums you pay through us and any funds which we receive from insurers or intermediaries for payment or return to you in accordance with the requirements and restrictions of applicable state and federal insurance laws and regulations and state unclaimed property laws. In some cases we may transfer your funds directly to insurers. In other case we may be required to transfer your funds to third parties such as wholesale brokers, excess and surplus lines brokers, or managing general agents for carrying out transactions for you.

#### **Ethical Business Practice**

We do not tolerate unethical behavior either in our own activities or in those with whom we seek to do business. We will comply with all applicable laws, regulations, and rules.

#### **Sanctions**

The sanctions profile of different business(es) may differ on the basis of a number of complex factors. Whether a sanctions program applies to you depends on a number of factors, including your ownership structure, control, location, and the nationality of your employees. In certain circumstances, the United States and other countries prohibit or restrict companies from conducting business in certain jurisdictions (e.g. Cuba), and can sanction companies who conduct such business. We cannot advise on the applicability of sanctions programs either to you or to insurers nor can we guarantee or otherwise warrant the position of any insurer under existing or future sanctions programs. You should take legal advice as you deem appropriate in this regard.

We will comply with all applicable sanctions programs and you are advised that, where obliged by law, we may have to take certain actions, including freezing of funds held on behalf of parties and individuals as required by sanctions programs.

#### Intellectual Property

Willis shall own and retain all right, title, and interest in and to the following (collectively, "Willis Property"): (i) all software, hardware, technology, documentation, and information provided by Willis in connection with the Claim and Risk Control Services; (ii) all ideas, know-

how, methodology, models and techniques that may be developed, conceived, or invented by Willis during its performance under this Agreement; and (iii) all worldwide patent, copyright, trade secret, trademark and other intellectual property rights in and to the property described in clauses (i) and (ii) above. Accordingly, all rights in the Willis Property are hereby expressly reserved.

#### **Electronic Communication**

We agree that we may communicate with each other from time to time by electronic mail, sometimes attaching further electronic data as and when the circumstances require attachments. By consenting to this method of communication you and we accept the inherent risks (including the security risks of interception of or unauthorized access to such communications, the risks of corruption of such communications and the risks of viruses or other harmful devices). We each agree, however, that we will employ reasonable virus checking procedures on our computer systems, and we will each be responsible for checking all electronic communications received for viruses. You will also be responsible for checking that messages received are complete. In the event of a dispute neither of us will challenge the legal evidentiary standing of an electronic document, and the Willis system shall be deemed the definitive record of electronic communications and documentation.

Please note that our system blocks certain file extensions for security reasons, including, but not necessarily limited to, .rar, .text, .vbs, .mpeg, .mp3, .cmd, .cpl, .wav, .exe, .bat, .scr, .mpq, .avi, .com, .pif, .wma, .mpa, .mpg, .jpeg. Emails with such files attached will not get through to us; and no message will be sent to tell you they have been blocked. If you intend to send us emails with attachments, please verify with us in advance that our system will accept the proposed form of attachment.

#### **Other Agreements**

To the extent there is a conflict between this Agreement and a separately negotiated and signed agreement between you and Willis, the relevant portions of the signed agreement will control.

#### **Termination**

In the event of termination, we will be entitled to receive and retain any commissions payable under the terms of our commission agreements with the insurers in relation to policies placed by us, whether or not the commissions have been received by us.

Our obligation to render services under the agreement ceases on the effective date of termination of the agreement. Nevertheless, we will process all remaining deposit premium installments on policies in effect at the time of termination. Claims and premium or other adjustments may arise after our relationship ends. Such items are normally handled by the insurance broker serving you at the time the claim or adjustment arises. However, it may be mutually agreed that we will provide services in these areas after the termination of our relationship for mutually agreed

additional compensation. The obligations set forth under "Confidentiality" above shall survive any termination of the agreement.

#### Choice of Law

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Our agreement for services shall be governed by and construed in accordance with the laws of the state in which our office is located.

#### **Inquiries and Complaints**

Your satisfaction is important to us. If you have questions or complaints, please inform the person who handles your account or contact the head of our office. Alternatively, you may call 1-866-704-5115, the toll free number we have set up exclusively for client feedback and complaints.

## CATASTROPHIC INMATE MEDICAL INSURANCE QUOTE

Name of Insured: Date of Quote: Insurance Carrier: Inmate Count: Taylor County 09/13/2013 United HealthCare-OptumHealth 88 Inmates Hunt Insurance Group LLC / Willis 3606 Maclay Boulevard S, Ste 204 Tallahassee, FL 32312 (850) 385-3636 • (850) 385-2124

#### **COVERAGE BENEFITS:**

 Off-Site Inpatient Hospital Services and Outpatient Surgical and attending Physician Services. The maximum eligible expenses shall be limited to the lesser of the amount paid, or up to an "Average Daily Maximum" (ADM) per admission of \$20,000 ADM for the first three days and \$12,000 ADM for each day thereafter.

COVERAGE & PREMIUM BASIS:	Option 1	Option 2				
Limit of Coverage per Inmate:	\$250,000	\$250,000				
Specific Deductible per Inmate:	\$30,000	\$35,000				
Current Inmate Population:	88	88				
Rate per Inmate, per Month:	\$17.93	\$16.40				
Total Estimated Annual Premium:	\$18,934	\$17,318				
EXCLUSIONS OR LIMITATIONS: (For a complete list refer to policy)						
<ul> <li>All charges for which government authorities are not legally obligated to pay</li> <li>All charges in connection with the rehab portion of a substance abuse claim</li> <li>All charges in connection with the rehab portion of a mental/nervous claim</li> <li>All charges which are incurred after the release from custody</li> <li>All charges in connection with security or guarding an inmate</li> <li>All charges paid outside the terms of the Plan Document</li> </ul>						

#### ASSUMPTIONS AND CONDITIONS:

- This quote is an estimate based on data provided & subject to a completed application
- This quotation contains general information & is not a contract or binder of insurance
- Eligible claims are those occurring in 12 months and paid in 18 months
- The Company reserves the right to audit the inmate count
- This proposal directly reflects administration over ride 5%
- This proposal directly reflects commission of 17%
- AIDS/HIV and Pregnancy claims included
- No pre-existing conditions exclusions
- Large claim updates may be required
- Prior to Booking claims covered
- Quotes are valid for 30 days

Florida

IAIL	OR COUNTY BOARD OF COMMISSIONERS				
	County Commission Agenda Item				
SUBJECT/TITLE:       The Board to consider accepting counsel's and staff's opinion regarding setback enforcement for non-conforming lots in Steinhatchee Ancient Oaks Subdivision and direct staff to research and recommend improvements to the County's la development code, as agendaed by the County Administration					
MEETING DATE REQ	UESTED: September 16, 2014				
Statement of Issue:	THE BOARD TO CONSIDER ACTION REGARDING PREVIOUS ENFORCEMENT ISSUES				
Recommended Actio	n: ACCEPT OPINION FROM COUNSEL/DIRECT STAFF TO RESEARCH AND RECOMMEND IMPROVEMENTS				
Recommended Action Fiscal Impact: Budgeted Expense:	RESEARCH AND RECOMMEND IMPROVEMENTS				
Fiscal Impact:	RESEARCH AND RECOMMEND IMPROVEMENTS				

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: A PROPERTY OWNER IN STEINHATCHEE ANCIENT OAKS SUBDIVISION ALERTED STAFF OF STRUCTURES BUILT WITHIN SETBACK AREAS. STAFF INVESTIGATED AND FOUND THAT THE STRUCTURES HAD ENCROACHED IN THE SETBACK AREAS. THE COMPLAINANT ALLEGES MISCONDUCT BY THE RESIDENTS. COUNTY'S OUTSIDE ATTORNEY AND STAFF FOUND THAT MISTAKES WERE MADE BY STAFF IN THE ENFORCEMENT OF SETBACKS IN THIS AREA. THE RECOMMENDATION IS THAT DUE TO EQUITY, RESOURCE, AND LITIGATION ISSUES THAT THE BOARD ALLOW THE STRUCTURES TO REMAIN AND DIRECT STAFF TO RESEARCH SOLUTIONS TO UPDATE THE BOARD'S LAND DEVELOPMENT CODE.

Options: ACCEPT OPINIONS AND DIRECT STAFF DIRECT STAFF TO INVESTIGATE AND LITIGATE

MISCONDUCT

Attachments: OPINION SUPPORTING MATERIALS z8'

 TALLAHASSEE

 1500 Mahan Drive

 Suite 200

 Tallahassee, Florida 32308

 (850) 224-4070 Tel

 (850) 224-4073 Fax

FORT LAUDERDALE 110 East Broward Boulevard Suite 1700 Fort Lauderdale, Florida 33301 (954) 315-3852 Tel

Reply to Tallahassee



FORT MYERS 12731 World Plaza Lane Suite 2 Fort Myers, Florida 33907 (239) 288-4027 Tel (239) 288-4057 Fax

TAMPA 2502 Rocky Point Drive Suite 1060 Tampa, Florida 33607 (813) 281-2222 Tel (813) 281-0129 Fax

August 8, 2014

#### Via Electronic Mail

Dustin Hinkel County Administrator Taylor County 201 E. Green Street Perry, FL 32347

### Re: Non-Conforming Lots of Record, Ancient Oaks Subdivision

Dear Mr. Hinkel;

You have requested an opinion from the Firm regarding the application of various setbacks within Taylor County's Land Development Code to existing platted non-conforming lots of record. In particular, this question has arisen based on certain inquiries made by a property owner regarding whether certain existing platted non-conforming lots containing single-family homes within the Ancient Oaks Subdivision are in violation of the setbacks contained in the County's Land Development Code.

#### Background

#### Ancient Oaks Subdivision

The Steinhatchee Ancient Oaks Subdivision, Plat Book 1, Page 132, Steinhatchee Ancient Oaks Unit 2, Plat Book 1, Page 133, and Steinhatchee Ancient Oaks Unit 3, Plat Book 1 Page 135, were all platted in the early 1980s, and contain small lots approximately 100 feet by 400 feet (collectively "Ancient Oaks"). Ancient Oaks also contains an airstrip for the use of the residents.

Taylor County's Comprehensive Plan was subsequently adopted in 1990, and designates these subdivisions as "Agriculture 2" on the Future Land Use Map ("FLUM"). The Agriculture 2 land use designation allows, among other uses, residential use at a density of 1 unit per 10

acres. The County's Land Development Code, Chapter 42 of the Code of Ordinances, correlates allowable uses to the land use districts established in the Comprehensive Plan. §§ 42-382, 42-409, Taylor County Code of Ordinances.

Currently, there are lots within Ancient Oaks which contain single-family homes, and other structures such as detached hangers. Some of these properties were developed prior to the County's regulation of land under its Land Development Code and Comprehensive Plan, while others have been developed since the adoption of the various Code provisions.

In addition to Ancient Oaks, it is also our understanding that there are other subdivisions within the County which also contain non-conforming lots of record, within the Agricultural 2 land use district. Some of these lots are even smaller than the lots contained within Ancient Oaks.

#### Code Provisions Addressing Non-Conforming Lots of Record

Non-conforming lots of record are addressed in both the Taylor County Comprehensive Plan Future Land Use Element ("FLUE"), and in the Land Development Code. Policy 1.8.1 of the FLUE provides:

> Vacant or unimproved lots or parcels which are non-conforming as to size for residential use for single family, duplex, or triplex units only, and which can individually be identified and described from documents recorded in the Public Records of the County on June 29, 1990, the date of adoption of this Comprehensive Plan shall continue to be eligible for the issuance of residential building permits, subject to all other provisions of the plan, including setbacks and concurrency.

The Land Development Code contains an almost identical provision, and states:

(1) Generally. There shall be two types of vested rights under the county comprehensive plan. Both types shall entitle the holder of such vested rights to develop the property that is the subject of such vested rights as was allowed pursuant to the laws and regulations in existence on June 29, 1990, and those provisions of the county comprehensive plan that merely restate such law and regulation, including both compliance with the county comprehensive plan and satisfaction of concurrency requirements.

(2) Types. The two types of vested rights are:

а.

Those vested rights acquired pursuant to policies 1.8.1 and 1.8.2 of the county comprehensive plan.

1. Vacant or unimproved lots or parcels which are nonconforming as to size for residential use for single-family, duplex or triplex units only, and which can individually be identified and described from documents recorded in the public records of the county on June 29, 1990, the date of adoption of the comprehensive plan, shall continue to be eligible for the issuance of residential building permits, subject to all other provisions of the comprehensive plan, including setbacks and concurrency.

2. Nonconforming residential lots or parcels may continue in residential use until their separate identity is lost or there is a change in use.

§ 42-50, Taylor County Code of Ordinances. In addition, the Land Development Code also provides that: "Existing nonconforming lots of record, as of the adoption date of this chapter, may be issued a building permit subject to conforming with all other requirements of this chapter." § 42-51(a), Taylor County Code of Ordinances.

These Code provisions make clear that non-conforming lots of record in existence as of June 29, 1990 may be developed as residential even where the current density requirements of the land use district and zoning would prohibit such development because of the size of the lot. However, the specific vesting addresses only the size of the lots and not the applicability of the various setbacks.

#### Setbacks

The only setback addressed in the Taylor County Comprehensive Plan consists of a 75 foot setback from the rivers and Spring Warrior Creek, as part of Policy V.4.11 of the Conservation Element. However, the Land Development Code provides for general setbacks for conventional single-family dwellings built within the Agricultural districts, including the following: Front: 50 feet., Side: 35 feet; Rear: 50 feet. § 42-717, Taylor County Code of Ordinances.

It is our understanding that the County currently requires a variance for any encroachment into setbacks, including for non-conforming lots of record. However, certain lots within the Ancient Oaks Subdivision were permitted to develop with a 30 foot front setback, instead of the 50 foot setback. It is our understanding that these approvals were the result of mistake or inadvertence relating to mapping errors. Currently, the County's GIS mapping provides more accurate information, including applicable setbacks which should prevent further approvals without satisfying the setback requirements. It is assumed for purposes of this analysis that these properties which received approvals to develop within the 50 foot front setback were developed in compliance with the permits issued by the County.

#### Analysis

#### Non-conforming Lots of Record and Density Requirements

Generally, the County has allowed development of single-family homes on nonconforming lots of record in Ancient Oaks, notwithstanding that these lots do not comply with the density requirements of the Agriculture 2 land use district. This is appropriate and consistent with the language in the County's Comprehensive Plan and Land Development Code, which gives these lots vested rights for residential use.

#### Application of Setbacks to Non-Conforming Lots of Record

There are three separate categories of properties that are subject to the analysis of the setback issue. The first are those properties that were approved prior to the adoption of the Comprehensive Plan and the Land Development Code. The next are those properties that were approved after the adoption of the Comprehensive Plan and the Land Development Code but were allowed to develop with less than the required 50 foot setback. Finally there are those properties that are currently undeveloped but may not be able to satisfy the setback requirements. Each will be discussed separately.

## 1. Development Authorized Prior to the Approval of the Comprehensive Plan and Code

Properties are subject to the approval requirements at the time they seek development. It is clear that any properties which were developed prior to the adoption of the County's Comprehensive Plan and Land Development Code are grandfathered in and cannot be determined to be in violation of setbacks adopted after such development has occurred. Therefore, those properties which have been approved prior to the adoption of Comprehensive Plan and Land Development Code are lawful and no violation exists.

# 2. Development Authorized as a Result of Mistake in the Application of the Code

It is our understanding that certain properties within Ancient Oaks developed after the effective date of the Comprehensive Plan and Land Development Code encroach on the setbacks for Agricultural 2 properties. Specific information on particular properties has not been provided, but generally understanding, for purposes of this letter, that these properties were issued building permits from the County, and have relied on the County's approval in constructing single-family homes. These properties may or may not have changed hands since building approval and construction. In such a situation, permits were issued based upon the application of an incorrect setback. As the permits were issued by the County, it would be inequitable for the County to now require the structures to be moved or demolished, especially in situations where the structures may have existed for a period of time or where there may have been a change in ownership. Not only would this be inequitable, it would likely be prohibited under the law on grounds of equitable estoppel. See Castro v. Miami-Dade County Code Enforcement, 967 So. 2d 230 (Fla. 3d DCA 2007). Accordingly, in such situations where the property owners have received permits from the County and relied on those permits in the construction of their singlefamily homes on non-conforming lots of record, we would advise that no action be taken as to these properties and that they be treated as non-conforming uses.

#### 3. Development Approvals for Future Applications

It appears from a reading of Taylor County's Comprehensive Plan and Land Development Code that generally, setbacks are contemplated to apply to non-conforming lots of record, so long as development can reasonably be made in compliance with the setbacks. Although Policy 1.8.1 of the FLUE and the identical provision in the Land Development Code only specify that setbacks within the Comprehensive Plan apply to non-conforming lots, the Land Development Code does contain a separate provision stating that building permits may be issued to existing nonconforming lots of record "subject to conforming with all other requirements of this chapter." § 42-51(a), Taylor County Code of Ordinances. Therefore, where development can proceed in compliance with the applicable setbacks, these setbacks should be enforced.

Development of a lot of record may also be allowed where a property owner can establish that development of the lot cannot reasonably be made within the setbacks; however, in such a situation, the property owner should proceed through the variance procedures set forth in the Taylor County Land Development Code. See Mark A. Rothenberg, Article: The Status of Nonconforming Use Law in Florida, 79 Fla. Bar J. 46 (March 2005) (providing that properties may qualify for a variance where minimum lot size requirements have the effect of prohibiting all development of the property). Such a procedure applies where "there are practical difficulties

or unnecessary hardships incurred in the literal enforcement" of the Land Development Code. § 42-52, Taylor County Code of Ordinances. Under the County's Code as currently written, such variances must be taken to the Planning Board, which must hold a public hearing and make certain findings before issuance of a variance. Such a procedure would also reduce instances of abuse of the non-conforming lot of record provisions, as the property owner would have to show that the variance requested is the minimum variance that would make possible the reasonable use of the land.

As to the process going forward, it appears that pursuant to the current form of the Land Development Code, it would be required for the applicant to proceed through the variance process before future permits would allow encroachment into the setbacks.

However, as an alternative approach, the County may also consider amending textual provisions of its Land Development Code to allow for administrative approval of variances of setbacks by the Planning Director for non-conforming lots of record to allow property owners to reasonably develop the non-conforming lots. To the extent the County desires to proceed with any potential amendments to its Land Development Code to address this issue, we can be available to consult in that process.

Thank you for allowing us to be of assistance. If you have any questions or would like us to proceed in drafting of any suggested revisions to the Taylor County Land Development Code, please contact either Carly Schrader or myself.

The opinions expressed herein are given to Taylor County solely for your use in considering the above and may not be relied upon by any other person or entity or for any purpose whatsoever without our prior written consent.

The opinions expressed herein are based upon the facts, assumptions, and documents provided above, which we have accepted as true, and the law in existence in the state of Florida on the date of this letter. We express no opinions about the law in any other state, and we disclaim any continuing responsibility to update this letter or the opinions contained herein in the event the law changes or evolves after the date of this letter.

This opinion is based upon and subject to the foregoing, and subject also to the other qualifications and limitations herein, above set forth.

Sincerely, -Gregory T. Stewart

GTS:pad

### DECLARATION OF RESTRICTIONS AND PROTECTIVE ODVENANTS FOR STEINHATCHEE ANCIENT CARS SUPPLYISION

### RECORD 160 HAVE 817

THIS DECLARATION OF RESTRICTIONS AND PROJECTIVE COVENANTS for SIEINHATCHEE ANCIENT OAKS SUBDIVISION, as described in Schedule "A" attached hereto (hereinafter referred to as the "Protective Covenants") is made this <u>9</u> day of <u>1000</u>, 1980, by PETER ELLISON BRIGHT, TRUSTEE (hereinafter referred to as "Bright"), the Developer of the real property subject to these Protective Covenants, said real property being referred to as STEINHATCHEE ANCIENT OAKS SUBDIVISION, more particularly described on the attached Schedule "A" which is by this reference incorporated herein and made a part hereof.

WHEREAS, BRIGHT is the Developer of the real property described on Schedule "A" attached hereto, and has executed these Protective Covenants; and

WHEREAS, BRIGHT, shall cause or have caused to be formed STEINHATCHEE ANCIENT OAKS PROPERTY OWNER'S ASSOCIATION, INC., a Florida corporation not for profit, hereinafter referred to as the "Association", to which there has been and will be delegated and assigned certain powers and duties of ownership, maintenance and repair of road rights-of-way, airstrip and other areas, and the enforcement of the covenants and restrictions contained herein as well as collection and disbursement of maintenance and upkeep expenses.

NOW, THEREFORE, in consideration of the premises and covenants herein contained, the Developer, Owner and Association hereby declare that said real property shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, easements, reservations, regulations, burdens and liens hereinafter set forth. These Protective Covenants shall constitute a covenant running with the land and shall be binding upon the undersigned and upon all persons deraigning title through the undersigned. These restrictions during their lifetime shall be for the benefit of and limitation upon all present and future owners of the real property.

1. Each owner is hereby granted an irrevocable nonexclusive easement of use in the road areas and the airstrip mentioned herein shown on the plat of STEINHATCHEE ANCIENT OAKS SUBDIVISION, to be recorded, which easement shall pass eutomatically and run with title to each lot. The airstrip may be used only as an airstrip.

2. The Developer has delegated to the Association the responsibility and duties of owning, administering, and maintaining the road areas and airstrip shown

RECORD 160, PASI 818

on said plat, and the duty of assessing and collecting the expenses for administering and maintaining such areas and any further areas that may subsequently be deeded to it.

3. Each lot owner shall automatically be a member of the Association, including the Developer so long as he owns any lot or lots, and as such shall be entitled to the rights and privileges of such membership and be responsible for the duties of such membership, including the duties to pay the Association expenses and comply with the By-Laws of such non-profit Association.

4. Until Seventy-five Percent (75%) of the lots in the subdivisions named herein or developed in the future on land as shown in Schedule "A" have been sold by the Developer, all expenses for road maintenance shall be borne by the Developer, and there shall be no assessments against any lot owner prior to such date. Thereafter, the non-profit Association shall assess the estimated necessary expenses for main-taining such areas with the estimated expenses being pro-rated by individual assessments against each lot, including lots owned by Developer.

5. Except as to Paragraph Six (6) hereinbelow, this Declaration can be amended at any time by a Seventy-Five Percent (/5%) vote in favor thereof by the members.

6. The Developer reserves the right to bring within the scheme of this Declaration that certain adjacent property, "Additional Property", with the legal description therefor attached hereto as Schedule "B". The future owners of sites within the additional property are allowed non-exclusive easements of use both within the roadways, and airstrip. The future owners of additional property will become members, have one vote per lot standing, and be subject to assessment for their pro-rata share of Association expenses. Developer's automatic right under the provisions of this subsection to bring additional land within the scheme of this Declaration terminates on December 9, 1990.

> THE FOLLOWING LAND USE COVENANIS AND RESTRICTIONS RUN WITH THE LAND AND SHALL BE BINDING ON ALL LOT OWNERS

These land use covenants and restrictions shall be binding on all parties and all persons claiming under them and all lot owners until December 9, 2000, at which time these covenants shall be automatically extended for successive period of ten years unless by vote of the majority of the then owners of the lots, it is agreed to terminate or change said covenats in whole or in part by written instrument duly recorded in the Public Records of Taylor County, Florida, to-wit:

A. If the parties hereto, or any of them or their successors or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful

- 2 -

160 FASE 819

for any other person or persons owning any real property situated in said development or subdivision to prosecute or bring a proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant. either to prevent him or them from so doing or to recover damages or other dues for said violation.

B. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

C. Livestock is allowed so long as it is properly maintained and cared for, and no quantities of stock that are improperly maintained or cared for may be kept. No feeder lot operations are allowed.

D. No outhouses shall be allowed. All other sanitary facilities shall meet the requirements of the State Board of Health or other proper regulatory agency.

E. No tract shall be used for the storage of unsightly or unsanitary articles or for the storage of any material that is detrimental to the value of any other tract.

F. All improvements shall be of a next and presentable nature and shall not detract from the value of any other parcel of land within the subdivision. No <sup>2</sup> used or tarpaper siding shall be allowed.

G. "Developer" when used in this deed of restrictions shall at all times mean the record owners of the property as of the date of this deed of restrictions, their nominees, successors or assigns.

H. The covenants hereof are to run with the land and shall be binding on all parties and persons claiming under them for a period of 20 years beginning December 9, 1980, after which time said covenants shall be automatically extended for a period of 10 years unless an instrument signed by a majority of the owners of the lots have been recorded agreeing to change said covenants in whole or in part. However, these restrictions may be amended, changed or terminated with the written consent of three-fourths (3/4ths) of all property owners.

I. Enforcement of these provisions shall be by proceedings at law or in equity against any person(s) violating any covenant, either to restrain violation or to recover damages. Any owner of said non-provit Florida corporation shall maintain said action.

J. No used or junk automobiles or automobile parts, whether new or used, shall be stored or accumulated on any tract at any time.

K. The minimum setback from the river for the erection of homes shall be

- 3 -

fifty (50) feet from the edge of the river. Side setbacks shall be fifteen (15) feet.

L. No trailers or mobile homes may be placed on any lot in any manner.

an 160 page 82

M. No lot owner shall erect a structure that will interfere with the safety of aircraft using STEINHATCHEE ANCIENT OAKS Airport. Nor shall any lot owner interfere with the enjoyment or use of said Airport by the Developers or any person authorized by the Developers to use said Airport. The airstrip and Lot 45 of STEINHATCHEE ANCIENT OAKS SUBDIVISION may be used for commercial purposes. No other lots may be used for commercial purposes.

N. In the event of a violation or breach of any of these restrictions by any person or concern claiming by, through or under the Developer or by virtue of any judicial proceedings, the Developer and the owners of lots in the Subdivision or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of any of them. In addition to the foregoing right, the Developer shall have the right, whenever there shall have been built on any lot in the Subdivision any structure which is in violation exists and summarily abate or remove the same at the expenses of the owner, and such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any right, reservations, restriction or condition contained herein, however long continued, shall not be deemed a walver or the right to do so thereafter as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement. The invalidation by any court of any of the restrictions herein contained shall in no way affect any of the other restrictions, but they shall remain in full force and effect.

0. The foregoing ovenants, restrictions and conditions constitute an easement and servitude in and upon the lands herein described, running with the land, and shall be for the benefit of all of the lands in the subdivision.

#### ESTABLISHMENT AND ENFORCEMENT OF LIENS

Any and all individual lot assessments by the Association and all installments thereof, with interest thereon and costs of collection, including reasonable attorney's fees, are hereby declared to be a charge and continuing lien upon each lot against which each such assessment is made. Each assessment against a lot, together with such interest thereon at the highest rate allowed by law, and costs of collection thereof, including a reasonable attorney's fee, shall be the personal obligation of the person, persons or entity owning the lot assessed. Said lien shall

- 4 -

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be effective only from and after the time of the recordation among the public records of Taylor County, Florida, of a written and acknowledged statement by the Association setting forth the amount due it as of the date the statement is signed. Upon full payment of all sums secured by that lien, the party making payment shall be entitled to a recordable satisfaction of the statement of lien. Where an institutional wortgagee of record obtains title to a lot as a result of foreclosure of its mortgage or a deed in lieu of foreclosure, such acquirer of title, its successors and assigns shall not be liable for the share of assessments pertaining to such lot or chargeable to the former owner which become due prior to the acquisition of title as a result of the foreclosure or deed in lieu thereof, unless such share is secured by a claim of lien for assessments that is recorded prior to the recording of the foreclosed mortgage or the deed in lieu of foreclosure.

If for any reason a public agency assumes maintenance of the roads, road rights-of-way and easements at the request of the members the costs thereof shall become liens against the individual lots in the subdivision in the same manner as is set forth above.

All other restrictive and protective covenants shall continue in full force and effect indefinitely unless and until invalidated by Court Judgment or Decree.

IN WITNESS WHEREOF, this Declaration of Restrictions and Protective Covenants have been signed by the Developer named on the first page hereof.

Witnesses: J. Miller ander A. Ver

Peter Ellison Bright, Trustee

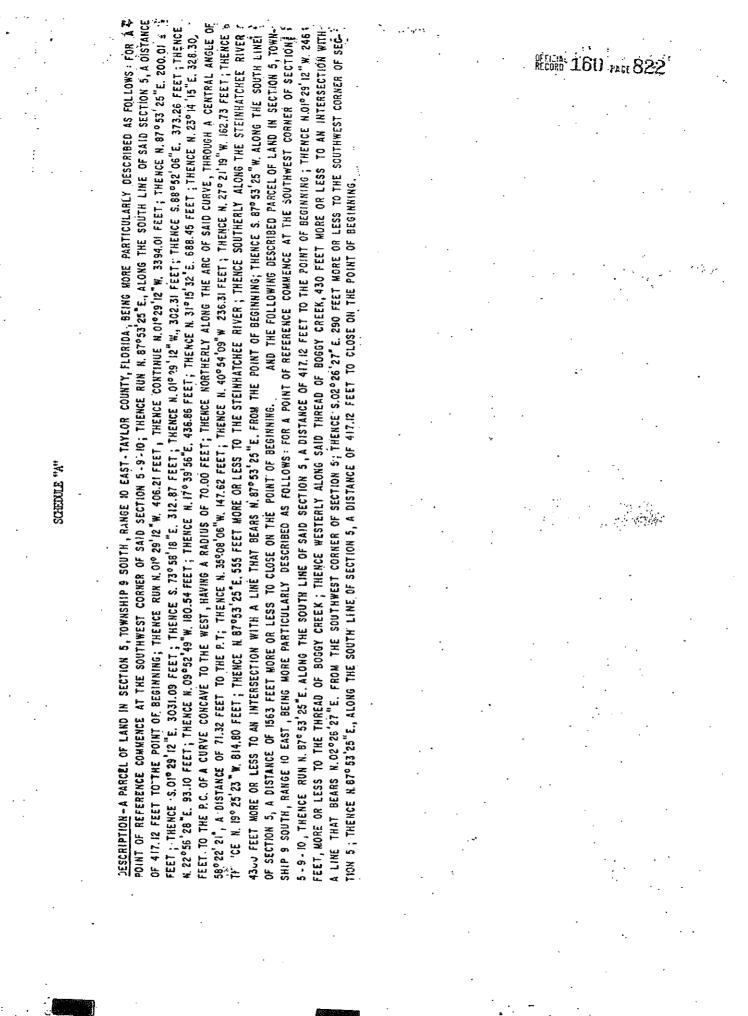
STATE OF FLORIDA

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, PETER ELLISON BRIGHT, TRUSTEE, to me well known to be the person described in and who executed the foregoing instrument, and acknowledged before me that he executed the same for the purposes therein expressed.

WITNESS my hand and official seal at the State and County aforesaid this Necembre 2 , 1980. 9th day of

hand un 11.

My Commission Expires: Botary Public, State of Florida at Large Ray Commission Expires ich. 5, 1983 Ray Commission Expires in a Canady Company of



#### SCHEDULE "B"

:

160 FAGE 823

UFFillar Record

Coverrement Lots 4, 7 and 8 of Section 5, Township 9 South, Range 10 East, Taylor County, Florida; LESS the parcel shown in Schedule "A".

FILED FOR RECORD CLERK CIRCUIT COURT TAYLOR COUNTY, FLORIDA

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1.31 P. M. RECORDED IN OFFICIAL RECORD 140 PAGE 817-823 CHARLES RALPH CARLION, CLERK

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#### **Dustin Hinkel**

From: Sent: To: Cc: Subject: Attachments: Jack Brown Thursday, May 01, 2014 5:17 PM doleairlit@gmail.com Danny Griner; Dustin Hinkel Steinhatchee Ancient Oaks Subdivision - Issues AG 05-05-14 R.DOC

#### Mr. Gary Doehla,

Thanks for taking the time to talk to me this morning regarding the issues you've raised with the Steinhatchee Ancient Oaks Subdivision. You requested that I inform you of the process is to go through to address your complaints regarding setbacks in relation to homes built in the Ancient Oaks Subdivision in light of the County's Comprehensive Plan and the Land Development Code. Please provide the addresses of the properties that you feel are in violation for investigation to Danny Griner, Director of Building and Planning, 201 East Green Street, Perry, FL 32347. Danny's email address is: <u>building.director@taylorcountygov.com</u> . Please copy me at <u>Jack.Brown@taylorcountygov.com</u> or at the same physical address, and the incoming County Administrator, Dustin Hinkle at the same physical address or by email at <u>Dustin.Hinkel@taylorcountygov.com</u>.

Once we have the list of properties that you feel are in violation, Mr. Griner will investigate, take appropriate action, and apprise you of the next steps.

My last day serving as County Administrator for Taylor County is May 14, 2014. Mr. Hinkle will assume the position of County Administrator on May 15, 2014. Additionally, I have attached a copy of the agenda for our meeting on Monday night and provided a response to your letter to Kenneth below.

Gary Doehla, Manager Greenway, LLC & G.H.M.D., LLC April 29, 2014

Re: Taylor County Commission Meeting Dear Kenneth:

I am very glad to see Ancient Oaks on the Commission Agenda, although I am disappointed that I will not be able to attend, given such little advance notice and the logistics of travel.

Although there is no specification of the issues to be addressed at tonight's meeting, I certainly hope that the Commission ultimately attends to the concerns I have raised. These include:

1. The proposed extension of Tri-County Electric Cooperative's utility poles and power lines within the Aeronica Drive NE right-of-way, without an easement, in violation of each property owner's perpetual easement over that right-of-way reserved in the Declaration of Restrictions and Covenants recorded in Official Records Book 160, Page 817, of the Public Records of Taylor County, Florida, and in violation of the Plats. (This is a civil matter between you, the Home Owner's Association and Tri-County Electric).

2. The Ancient Oaks Property Owner's Association, Inc.'s failure to clear and maintain the right-of-way of trees and other obstructions, and its apparent complicity in the improper placement of utility poles and power lines, which interfere with the aforesaid perpetual easement, violate the Declaration and Plats, and which significantly reduce the "primary surface width" and pose a potential hazard to aircraft using the Ancient Oaks runway. (Again, this is a civil matter between you and Ancient Oaks Property Owner's Association. The county is not responsible for maintaining restrictive covenants between the property owners and the owner's association).

3. The encroachments of improvement on several lots within the required 50 foot front setback of platted lots adjacent to Aeronica Drive NE (Unit 3 of Ancient Oaks), which may have arisen as a result of misreading of the Plats (Plat Book 1, Pages 132 and 135), failure to properly survey the lands, failure to employ development professionals, etc . (Please send a list of the individual properties that you feel are in violation to: Danny Griner, Director of Building and Planning, 201 East Green Street, Perry, FL 32347. Danny's email address is: <u>building.director@taylorcountygov.com</u> . Please copy me at <u>Jack.Brown@taylorcountygov.com</u> or at the same physical address, and the incoming County Administrator, Dustin Hinkle at the same physical address or by email at Dustin.Hinkel@taylorcountygov.com.

4. The improper and unauthorized construction of a number of culverts, drainage ditches and other water facilities on Ancient Oaks common areas, which has resulted in flooding adjacent properties, improper drainage, etc..
I went on the www.taylorcountygov.com website, and saw that there was no information packet available for this meeting. If one is not posted in the near future, can I request any information that pertains to the Ancient Oaks item (# 10) when it does become available? (Again, the roads, easements, airport, etc... are private property of the Ancient Oaks Property Owner's Association and the individual property owners).

Because I will not be able to attend, I hope to be able to listen in to the discussion; is there any way for me to do that on television or through the internet? We do not broadcast on TV or through the internet. If not, how can I obtain a prompt and full record and/or recording of that item? An audio recording will be posted at

<u>http://www.taylorcountygov.com/agendas/index.htm</u> I know that the minutes which generally describe matters discussed are posted some weeks later, but I am hoping to have the complete record so that I know what is said, by whom, and what is decided. Please let me know if there is anything that needs to be done in advance to order a recording or transcript. When posted you'll be able to access an audio file of the workshop at http://www.taylorcountygov.com/agendas/index.htm , the same will hold true for minutes.

Lastly, Kenneth, I appreciate your letting me know about the meeting and also appreciate the efforts to try to work through these issues amicably and constructively with the County, rather than in some kind of mandamus setting or worse still, an incident in which there is significant personal injury and/or financial liability involved.

Very truly yours,

Gary Doehla, Manager Greenway, LLC and G.H.M.D., LLC

Jack R. Brown County Administrator Taylor County Email: <u>Jack.Brown@taylorcountygov.com</u> Phone: (850) 838-6799, Ext. 7 Fax: (850) 838-3501 Website: <u>http://www.taylorcountygov.com</u>

Please note: Florida has a very broad public records law. Most written communications to or from public officials regarding public business are available to the media and public upon request. Your e-mail communications may be subject to public disclosure.

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# 4-BCC 1-6-81

Mr. Dave Walker was present and presented copies of the Steinhatchee Ancient Oaks Subdivision Plat for the Board's consideration.

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County Attorney, John Weed stated that said Subdivision Plat meets all requirements for approval and recording. After discussion and upon motion of Commissioner Hicks, with second by Commissioner Johnson, and by unanimous vote, the Board approved for recording the Steinhatchee Ancient Oaks Subdivision Plat.

Commissioner Russell advised that the estimated cost for maintenance to the Courthouse mechanical equipment would be \$2,000.00 by Controlco, Inc.

After discussion and upon motion of Commissioner Hendry, with second by Commissioner Johnson, and by unanimous vote, the Board approved maintenance of this equipment by Controlco, In in the amount of \$2,000.00.

Upon motion of Commissioner Hendry, with second by Commission

	28A				
TAYL	OR COUNTY BOARD OF COMMISSIONERS				
	County Commission Agenda Item				
SUBJECT/TITLE: T	HE BOARD TO DISCUSS THE CONTRACT FOR COMMERCIAL SOLID WASTE FRANCHISE RENEWAL AND GIVE GUIDANCE TO STAFF REGARDING NEGOTIATIONS, AS				
	AGENDAED BY THE COUNTY ADMINISTRATOR.				
MEETING DATE REQ	UESTED: SEPTEMBER 16, 2014				
Statement of Issue:	DEADLINE TO NOTIFY VENDOR IF CONTRACT IS TO BE CANCELED IS OCTOBER 1. STAFF LOOKING FOR GUIDANCE ON BOARD'S DESIRE TO CANCEL OR RENEGOTIATE A NEW CONTRACT.				
Recommended Action	n:				
Fiscal Impact:	UNDETERMINED				
Budgeted Expense:	YES				
Submitted By:	COUNTY ADMINISTRATOR				
Contact:	COUNTY ADMINISTRATOR				
<u>SU</u>	PPLEMENTAL MATERIAL / ISSUE ANALYSIS				
History, Facts & Issue	S:				
Options:					
Attachments:	COPY OF CURRENT CONTRACT, 2009 RFP DOCUMENTS AND CURRENT EMAIL				

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# **Margaret Dunn**

From:	Dustin Hinkel
Sent:	Thursday, September 11, 2014 6:00 PM
То:	Margaret Dunn; Gary Wambolt
Subject:	Fwd: Commercial Solid Waste Franchise Renewal

Please include this with the contract and also as back up for the 9/16 meeting.

**Dustin Hinkel** 

County Administrator Taylor County Board of County Commissioners

Begin forwarded message:

From: Gary Wambolt <gary.wambolt@taylorcountygov.com> Date: September 11, 2014 at 16:25:46 EDT To: Dustin Hinkel <dustin.hinkel@taylorcountygov.com> Subject: RE: Commercial Solid Waste Franchise Renewal

Thanks I think we will be ok

From: Dustin Hinkel Sent: Thursday, September 11, 2014 4:25 PM To: Gary Wambolt Cc: Margaret Dunn Subject: Re: Commercial Solid Waste Franchise Renewal

Great job Gary!

**Dustin Hinkel** 

County Administrator Taylor County Board of County Commissioners

On Sep 11, 2014, at 16:20, "Gary Wambolt" <gary.wambolt@taylorcountygov.com> wrote:

From: Ralph Mills [mailto:rmills@wasteprousa.com] Sent: Thursday, September 11, 2014 4:17 PM To: Gary Wambolt Subject: Commercial Solid Waste Franchise Renewal

Gary,

First of all I want to take the opportunity to thank you and Taylor County for your business over the last five years. We have had minimal complaints, I think we have taken care of any problems quickly.

As you know, our first five year term ends on January  $31^{st}$ , 2015. The agreement calls for another five year renewal option at the mutual consent of both parties. Either party needs to notify the other within 120 days if they are not interested in renewing. October  $1^{st}$ , 2014 would be 120 days.

This serves as Waste Pro's notification that we are interested in continuing to provide service to your commercial customers for another five years.

We will be glad to discuss this with the County at your convenience in the near future.

Again, thank you for allowing us the opportunity to service Taylor County.

Sincerely,

E. Ralph Mills Regional Vice President Coastal Region

This e-mail message is intended only for the use of the addressee and may contain information that is privileged, confidential and/or exempt from disclosure. If you are not the intended recipient, please do not disseminate or copy this e-mail. Instead, please notify me immediately by return e-mail/telephone and then delete and discard all copies of the e-mail.

HALCOLN PAGE District 1 MARK WEGGINS District 2 LONNIE HOUCK District 3 RUDOLPH PARKER District 4 PATRICIA PATTERSON District S



ENVIRONMENTAL SERVICES DEPARTMENT 3750 US Highway 98 West Perry, FL 32347 (850)838-3533 TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

ANNIE MAE BURPHY, Clerk Post Office Box 620 Pany, Florida 32348 (850) 838-3508 Phone (850) 838-3549 Fax JACK R. BROWN, County Administrator 201 East Green Street Peny, Florida 32347 (850) 838-3500, eddension 7 Phone (850) 838-3501 Fax CONRAD C. BISHOP, JR., County Attorney Pust Office Bax 167 Peny, Florida 32349 (850) 584-5433 Phone (850) 584-2433 Fax

### **NOTICE OF REQUEST FOR PROPOSALS**

The Taylor County Board of County Commissioners is soliciting sealed proposals for Commercial Refuse Collection Services.

Qualified firms or individuals desiring to provide the required products or services must submit <u>nine (9)</u> packages in a sealed envelope or similar package marked "Sealed Proposal for Commercial Refuse Collection Services" to the Clerk of Court, 1<sup>st</sup> Floor Courthouse, 108 North Jefferson Street, Suite 102, or P.O. Box 620, Perry, Florida 32348, to arrive no later than 4:00 P.M., local time, on <u>November 2, 2009</u>. All Proposals <u>MUST</u> have the respondent's name and mailing address clearly shown on the outside of the envelope or package when submitted. Proposals will be opened and respondents announced at <u>6:15 P.M.</u> local time, or as soon thereafter as practical, on <u>November 2, 2009</u>, in the Taylor County Administrative Complex, 201 East Green Street, Perry, Florida 32347.

Proposal information <u>MUST</u> be obtained from the Clerk of Court, 1st. Floor Courthouse, 108 North Jefferson Street, Suite 102, Perry, Florida 32348, (850) 838-3506.

# There is a MANDATORY pre-bid conference on Wednesday, October 14<sup>th</sup> at 10:00 AM in the Commission Chambers at the County Annex, 201 E. Green Street, Perry, FL 32348

The County reserves the right, in its sole and absolute discretion, to reject any or all Proposals, to cancel or withdraw this solicitation at any time and waive any irregularities in the RFP process. The County reserves the right to award any contract to the respondent which it deems to offer the best overall service; therefore, the County is not bound to award any contract based on the lowest quoted price. The County, in its sole and absolute discretion, also reserves the right to waive any minor defects in the process and to accept the proposal deemed to be in the County's best interest. The County, in its sole and absolute discretion, also reserves the right to assign a local business preference in an amount of five (5) percent of the proposed price(s). No faxed Proposals will be accepted.

Additional information may be obtained from:

Taylor County Environmental Services Department 3750 Highway 98 West Perry, FL 32347

HALCOLN PAGE District 1	MARK WIGGINS District 2	LORNIE HOUCK District 3	RUDOLPH PARKER District 4	PATRICIA PATTERSON District 5			
ENVIRONMENTAL SERVICES DEPARTMENT							
		3750 US Highway	98 West				
		Perry, FL 32					
average and the second		(850)838-352					
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			conter	C. BISHOP, JR., County Altorney			
ANNIE MAE MURPHY, Clork Post Office Box 620		CK R. BROWN, County Administra 201 East Green Street		Post Office Box 167 Perry, Florida 32348			
Peny, Florida 32348 (850) 838-3506 Phone (850) 838-3549 Fax		Peny, Floride 32347 (850) 838-3500, extension 7 Phone (850) 638-3501 Fax		(850) 584-6113 Phone (850) 584-2433 Fax			
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### GENERAL CONSIDERATIONS

- Proposals must be submitted by mail or in person to the Clerk of Court, 1<sup>st</sup> Floor Courthouse, 108 North Jefferson Street, Suite 102, or P.O. Box 620, Perry, Florida, 32348 to arrive no later than 4:00 P.M., local time.
- 2. Proposals that are not delivered to the physical address of the Clerk of Court prior to the specified time, will not be considered and will be returned to the responder unopened.
- 3. Proposals must be in a sealed envelope plainly marked "Commercial Refuse Collection Services" on the outside.
- 4. Once opened no Proposal may be withdrawn prior to the Board of County Commissioners action without written consent of the Clerk of Court.
- 5. Proposals must include a completed Florida Public Entity Crimes Statement as required by F.S. 287.133 (3) (a).
- 6. Proposals shall be opened and read aloud on <u>November 2, 2009 at 6:15 P.M.</u>, in the Taylor County Administrative Complex, 201 East Green Street, Perry, Florida 32347.
- 7. The Taylor County Board of County Commissioners reserves the right to accept or reject any and/or all Proposals in the best interest of Taylor County.
- 8. It is the responsibility of the responders to fully understand and follow all conditions and specifications contained on this request.

- 9. The Taylor County Board of County Commissioners will enter into an <u>Exclusive</u> <u>Franchise</u> Agreement with the successful responder. Such agreement shall be reviewed and approved by the Taylor County Attorney prior to acceptance by the Board.
- 10. Proposal considerations/specifications <u>MUST</u> be obtained from the Clerk of Court, 108 North Jefferson Street, Suite 102, Perry, Florida 32348, (850) 838-3506.
- 11. All Proposals submitted require General Liability and Workmen's Compensation Insurance, and must include a Certificate of Insurance showing liability insurance coverage on the contractor, listing Taylor County as an additional insured. Also include the Declaration Page from the insurance policy showing Workmen's Compensation Insurance on all employees working on the project. Workers Compensation exemptions will be accepted upon providing a current certificate, Articles of Incorporation, and a signed Taylor County Workers Compensation Hold Harmless Agreement. Any responder who does not furnish the required insurance documents will not be considered.
- 12. The Taylor County Board of County Commissioners Does Not Accept Faxed Proposals.
- 13. Responders who elect to send sealed Proposals overnight express, must send them to the physical address of: Clerk of Court, 1<sup>st</sup> floor Courthouse, 108 North Jefferson Street, Perry, Florida 32347.

For additional information, contact:

Taylor County Environmental Services Department 3750 Highway 98 West Perry, Florida 32347 (850) 838-3533

# **SPECIFICATIONS**

# FOR COMMERCIAL REFUSE COLLECTION SERVICES

# TAYLOR COUNTY, FLORIDA

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### SECTION 1

### **GENERAL SYSTEM INFORMATION**

### 1.1 GENERAL SERVICES/COMMERCIAL REFUSE COLLECTION DIVISION

### 1.2.1 Customer Profile:

a. Approximately 200 Commercial Entities

#### 1.2.2 Types of Service:

a. Container Service: All business are required to utilize a container for refuse collection services. The minimum size required for containers is 2 cubic yards except when single-can service is used. 96 gallon "Totes" will be used.

Actual frequency of pick-ups is established by the individual customer upon request and varies from one to three pick-ups per week.

1.2.5 <u>Refuse Disposal:</u> Taylor County disposes of collected solid waste at the Aucilla Area Solid Waste Administration Sanitary Landfill located in Greenville, Florida on Highway 221.

a. The landfill is operated and maintained by the Aucilla Area Solid Waste Administration. The landfill site is located approximately thirty miles north of Perry. The landfill has been in operation since 1992. Coordination and use of the Aucilla Area Solid Waste Administration operated landfill must be negotiated by the Contractor. The present tipping fees charged by the Aucilla Landfill includes a \$7.00 per ton surcharge which is collected by the landfill and remitted to Taylor County. <u>NOTE: All MSW is required to be transported to the referenced landfill</u> with the exception of Construction & Demolition Debris, Yard Waste and Recyclable materials.

Additional information about the County and its sanitation service may be obtained from:

Mr. John J. Singer, Environmental Services Director 3750 Highway 98 West Perry, FL 32347 850-838-3533

### SECTION 2

### DEFINITIONS

### 2.1 <u>REFUSE</u>

Includes garbage and trash as hereafter defined, and all trash, rubbish, paper, glass, metal, yard waste and other discarded or abandoned matter.

### 2.3 GARBAGE

Garbage shall mean all putrescible waste which generally includes, but is not limited to, kitchen and table food waste, animal, vegetative, food or any organic waste that is attendant with, or results from the storage, preparation, cooking or handling of food materials.

### 2.4 CONTAINER SERVICE

The service provided to churches, schools, restaurants, apartment complexes, hotels, motels, condominiums, office buildings and other business places, which use dumpsters.

#### 2.5 CAN SERVICE

Can service (96 gal. Totes) may be offered to small businesses and those which do not have adequate facilities for placement of dumpster.

### 2.6 SPECIAL SERVICE

Any collection or disposal service provided, which exceeds the uniform level of service provided under container or can service, and for which a special service charge is applied.

#### 2.7 INDUSTRIAL WASTES

Any and all debris from land clearing or manufacturing; any commercial shrubbery or tree cuttings which result from the operations of a commercial lawn maintenance or grounds keeping company; building construction or alteration debris (except minor do-it-yourself projects); or debris from public works construction projects whether performed by a government unit or by a private contractor.

### 2.8 HAZARDOUS MATERIALS

Hazardous waste shall mean materials, or combinations of materials, which require special management techniques because of their acute or chronic effect on the air and water quality on fish, wildlife or other biota and on the health, safety and welfare of the public. These wastes include, but are not limited to, radioactive substances, toxic or caustic chemicals, biological wastes, flammable wastes, waste oil and explosives. These wastes also include any waste that is defined as a hazardous waste by the State of Florida Department of Environmental Protection in

the State of Florida Administrative Code or, by any future legislative action or by federal, state or local law.

### 2.9 MECHANICAL CONTAINER

A container of sizes two (2) through ten (10) cubic yards or larger, which is emptied either into a front-end loader truck or into a rear-end loader truck. The words "mechanical container" are synonymous with dumpster. Mechanical container shall also include the 10 to 40 cubic yard roll-off type of containers, and mechanical compacting containers.

### 2.10 COMMERCIAL CONTAINER

Commercial container shall mean any stand-alone or detachable receptacle or roll-off box for the disposal of garbage or refuse designed or intended for mechanical pickup.

### 2.11 COMMERCIAL ESTABLISHMENT

Any public or private place, building and/or enterprise devoted in whole or in part to a business enterprise whether nonprofit or profit-making in nature, except where such place, building and/or enterprise constitutes an single-family residence or multiple dwelling. Those multiple dwellings now being serviced by commercial containers or which could be serviced in the future shall be considered as "commercial establishments".

### 2.12 COMMERCIAL SOLID WASTE

Garbage, rubbish, trash, etc. resulting from the normal activities of commercial establishments.

### 2.13 CONTRACTOR

The individual, partnership, corporation or company which is submitting a proposal to provide refuse collection services, or has representative submit proposal. Proposer may be synonymous with Contractor in the event of contract award.

### 2.14 **SURETY**

The party who is bound with and for the Contractor to insure the payment of all lawful debts pertaining to and for the acceptable performance of the Contract when it is awarded.

### 2.15 PERFORMANCE BOND

The form of security approved by the County and furnished by the Contractor as a guarantee that the Contractor will execute the work in accordance with the terms of the Contract, and will pay all lawful claims.

### 2.16 GROSS REVENUE

Total Receipts collected from the performance of this contract.

### SECTION 3

# INFORMATION FOR PROPOSERS

#### 3.1 <u>RECEIPT</u>

PROPOSALS will be received by the Taylor County Clerk of Court (herein called the "OWNER" or "COUNTY"), at the County Courthouse until 4:00pm local time, \_November 2nd 2009.

### 3.2 SUBMITTAL

Qualified firms or individuals desiring to provide the required services must submit their proposal/bid package in an envelope or similar package marked "Sealed Proposals/Bids for Commercial Collection Services" to the Clerk of Court, 1<sup>st</sup> Floor Courthouse, 108 North Jefferson Street or P.O. Box 620, Perry, Florida 32348.

### 3.3 <u>FORM</u>

All PROPOSALS must be made on the required PROPOSAL form. All blank spaces for PROPOSED prices must be filled in, in ink or typewritten, and the PROPOSAL form must be fully completed and executed when submitted. Five (5) copies of the PROPOSAL form are required.

### 3.4 IRREGULARITIES

PROPOSALS may be considered irregular and subject to rejection if they show serious omissions, unauthorized alterations of the form, unauthorized alternate PROPOSALS, incomplete PROPOSALS or irregularities of any kind.

### 3.5 INFORMALITIES

The OWNER may waive any informalities or minor defects or reject any and all PROPOSALS. Any PROPOSAL may be withdrawn prior to the above scheduled time for opening of the PROPOSALS or authorized postponement thereof. Any PROPOSAL received after the time and date specified shall not be considered. No PROPOSER may withdraw a PROPOSAL within 90 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the OWNER and the PROPOSER.

### 3.6 PROJECT NATURE

PROPOSERS must satisfy themselves as to the scope and character of work being requested, in addition to extras included in the proposal request, by examination of the site and review of the specifications. After a PROPOSAL has been submitted, the PROPOSER shall not assert that there was a misunderstanding concerning the quantities and conditions of WORK or of the nature of the WORK to be done.

# 3.7 PERTINENT INFORMATION

The OWNER shall provide to PROPOSERS, prior to PROPOSAL submittal, all information which is pertinent to, and delineates and describes, the requirements of the subject project.

### 3.8 INTERPRETATIONS

No oral interpretations will be made to any PROPOSER as to the meaning of these Specifications or any other Contract Documents. Every request for such an interpretation shall be made in writing and addressed and forwarded to the COUNTY ten or more days before the date fixed for opening of PROPOSAL S. Every interpretation made to a PROPOSER will be in the form of an addendum to the Contract Documents which, if issued, will be sent as promptly as is practical to all persons to whom the Specifications have been issued. All such addenda shall become part of the Contract Documents.

# 3.9 ADDITIONAL INFORMATION

The CONTRACT DOCUMENTS contain the provisions required for the operations of the PROJECT. Information obtained from an officer, agent of employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve the CONTRACTOR from fulfilling any of the conditions of the Contract.

### 3.10 PERFORMANCE BOND

A PERFORMANCE BOND in the amount specified below, with a corporate surety approved by the OWNER, will be required for the faithful performance of the Contract.

REQUIREMENT: One Hundred Thousand Dollars (\$100,000.00)

### 3.11 POWER OF ATTORNEY

Attorneys-in-fact who sign PROPOSAL BONDS or PERFORMANCE BONDS must file with each BOND a certified and effective dated copy of their power of attorney.

# 3.12 PERFORMANCE BOND SUBMITTAL

The party to whom the Contract is awarded will be required to execute the Agreement and obtain the PERFORMANCE BOND within fifteen (15) calendar days from the date when NOTICE OF AWARD is delivered to the PROPOSER. The NOTICE OF AWARD shall be accompanied by the necessary AGREEMENT and BOND forms. In case of failure of the PROPOSER to execute the Agreement, the OWNER may consider the PROPOSER in default, in which case the PROPOSAL FORM accompanying the PROPOSAL shall become the property of the OWNER.

### 3.13 AGREEMENT

The OWNER, within fifteen (15) days of receipt of an acceptable PERFORMANCE BOND and Agreement signed by the party to whom the Agreement was awarded, shall sign the Agreement

and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the PROPOSER may by WRITTEN NOTICE, withdraw the signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

### 3.14 OWNER INVESTIGATION

The OWNER may make such investigations as deemed necessary to determine the competency and financial responsibility of the PROPOSER to perform the WORK, and the PROPOSER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any PROPOSAL if the evidence submitted by, or investigation of, such PROPOSER is properly qualified to carry out the obligations of the AGREEMENT and to provide the service requested herein.

### 3.15 OUALIFIED PROPOSAL

A conditional or qualified PROPOSAL will not be accepted.

# 3.16 LAWS AND ORDINANCES

All applicable laws, ordinances and the rules and regulations of all authorities having jurisdiction over services of the PROJECT shall apply to the Contract throughout.

### 3.18 PROPOSAL PREPARATION

Each PROPOSER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any PROPOSER to do any of the foregoing shall in no way relieve any PROPOSER from any obligation in respect to its PROPOSAL.

#### 3.19 PROPOSER INSPECTION TRIPS

Inspection trips for prospective PROPOSERS will be arranged by appointment with the Environmental Services Director, 3750 Highway 98 West, Perry, Florida, 32347; (850) 838-3533.

### SECTION 4

### PROPOSAL FORM

### 4.1 INTRODUCTION

- 4.1.1 <u>General:</u> The Taylor County Board of County Commissioners is seeking proposals from qualified private refuse collection companies (herein referred to as the CONTRACTOR or PROPOSER), with a minimum of five (5) years of experience in providing refuse collection services, for consideration to provide refuse collection services for business establishments.
- 4.1.2 <u>Term of Contract</u>: The length of the contract will be five (5) years with an option to renew for an additional five (5) years upon the same terms of the original contract.

### 4.1.3 Base Rates:

a. All mechanical containers owned by the County at the beginning of the contract or any purchased or rented during the full term of the contract shall be serviced and rented free of charge to the County. The County currently owns and/or rents the following mechanical containers:

Site

Size (cubic yards)

A. County Jail	30
B. Road Dept.	30
C. Fire Dept. (Airport)	20
D. Co. Extension (Forest Capital Park)	30

E. The County currently provides three (3) containers (30 cy) per year per event for the Relay for Life (April) and the Florida Forest Festival (October).

- b. The County is entitled to 5 percent of gross revenues as consideration for this contract. Consideration of the contract fee is to be included in the Base Rate proposed and any applicable increases.
- 4.1.4 <u>Rate Increase</u>: The Proposer is required to furnish the County information and timing of any anticipated base rate increases during the initial term of the contract. If none are anticipated report zero (0).
- 4.1.5 <u>Collection of Service Requirements:</u> The Proposer is required to provide a brief statement as to any service requirements that may be required of customers.

### 4.2 PROPOSAL FORM

4.2.2 The County wishes to have proposals submitted which conform to these specifications. Proposers are advised most strongly that they must provide all the information requested in accordance to the format contained in these specifications.

Failure to provide the information and to follow the format will be considered grounds for rejection of the proposal. Proposers are especially advised to fill in all blanks in the following Proposal Form, or to provide reasons why they cannot fill in the blanks.

**4.2.3** The County reserves the right, in its sole and absolute discretion, to reject all RFP's, to cancel or withdraw this bid solicitation at any time and waive any irregularities in the RFP process. The County reserves the right to award any contract to the respondent which it deems to offer the best overall service; therefore, the County is not bound to award any contract based on the lowest quoted price. The County, in its sole and absolute discretion, also reserves the right to waive any minor defects in the process and to accept the bid deemed to be in the County's best interest. The County, in its sole and absolute discretion, also reserves the right to assign a local business preference in an amount of five (5) percent of the bid price. No faxed bids will be accepted.

PROPOSAL FORM

SHEET 1 OF 2

# COMMERCIAL REFUSE COLLECTION SERVICES TAYLOR COUNTY, FLORIDA

### PROPOSAL FORM

(Submit in Duplicate)

DISPOSAL OF SOLID WASTE AT AUCILLA AREA SOLID WASTE LANDFILL

PROPOSER: WASTE Pro of FLORIDA NOVEMBER 2, 2009 DATE:

TO: Taylor County Board of County Commissioners P.O. Box 620 Perry, Florida 32348

Pursuant to invitation and in compliance with your Information for Proposers and other documents relating thereto, the undersigned hereby proposes to furnish all labor, equipment, materials and incidentals necessary to provide services as required in providing Commercial Refuse Collection Services, for Taylor County, Florida, as required by and in strict accordance with the contract documents (including all specifications) and all addenda, if any, issued prior to the date of this proposal of prices and conditions listed herein as follows:

_		Weekly Frequency of Pickups(2)					
Dumpster Size	<u> </u>	2	3	4	5		
2 cubic yd.	69.25	120.85	172,75	2.29.15	285.50		
4 cubic vd.	84.35	147.00	224.70	299.50	372.25		
6 cubic yd.	117.17	202.16	280,49	368.25	460.15		
8 cubic yd.	1-45.14	252.25	341.40	453.00	549.50		

NOTE: (1) The base rate is to include the container rental fee, if any.

NOTE: (2) Some Proposers may not provide certain frequencies of pickups. This is to be indicated by putting N/A above where applicable.

PROPOSAL FORM SHEET 2 OF 2

- Item 2. <u>Base Rate Increase</u>: The Base Rates will be applicable for the first 12 months of franchise service, after which the base rates may be increased by \_\_\_\_\_ percent per year based upon the Consumer Price Index (CPI) for the following four years of the contract period. This percentage shall not exceed the CPI for the previous year.
- Item 3. All billing and collection services shall be the responsibility of the Contractor. Billing for service shall be on a monthly basis. The Contractor shall remit the franchise fee to the County on a quarterly basis in arrears for revenue received for services provided within thirty (30) days after the end of the quarter.
- Item 4. Option to Renew: The initial term of the agreement will automatically be extended for <u>one</u> successive additional 5-year terms, unless either party notifies the other party in writing, not less that 120 days prior to termination of the current 5-year term, of its intentions to terminate the agreement. Any such written notice must be sent by registered or certified mail, return receipt requested.
- Item 5. <u>Terms of Specifications:</u> When the County selects a Contractor, the County is agreeable to modifying the terms of these specifications in the final contract, if such modifications will result in cheaper, more efficient service to the citizens of the Taylor County, or if the modifications will make clearer the terms of the final contract. This clause will <u>not</u> apply to the rates submitted by the Contractor, nor to any of the sections herein related to the performance bond, references, insurance, hold harmless clause, length of time the Contractor has been in the sanitation business, etc. The County will be the final authority to which changes are allowed.

The Proposer understands that the Owner reserves the right to reject any or all proposals and to waive any informalities or technicalities in the proposal.

The Proposer agrees that this proposal shall be good and may not be withdrawn for a period of 90 calendar days after the scheduled closing time for receiving proposals.

The Proposer understands that the above rate amounts shall include all labor, materials, bailing, removal, storage, overhead, profit, insurance, tipping fees, franchise fees, etc., to cover the service of the several kinds called for.

If written notice of acceptance of this proposal is mailed, telegraphed or delivered to the undersigned within 60 days after date of opening of proposals, or at any time thereafter before this proposal is withdrawn, the undersigned agrees that he will execute and deliver a contract in the form attached as required by these documents, in accordance with the proposal as accepted, all within ten (15) days after the prescribed forms are presented to him for signature.

# SECTION 5

# CONTRACT FORMS

The following Contract Forms are found in this Division:

- a. AGREEMENT
- b. **PERFORMANCE BOND**
- c. NOTICE OF AWARD
- d. NOTICE TO PROCEED
- e. PUBLIC ENTITY CRIMES STATEMENT

# **ENVIRONMENTAL SERVICES DEPARTMENT**

\_(SOLID WASTE, RECYCLING, MOSQUITO CONTROL, ANIMAL CONTROL)



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS 3750 HWY 98 WEST PERRY, FL 32347

JOHN J. SINGER, DIRECTOR

(850) 838-3533 FAX (850) 838-3538

October 20, 2009

**TO: Prospective Proposers** 

RE: Taylor County Request for Proposals for **Commercial Refuse Collection Services**. Submittal due 4:00 PM on November 2, 2009.

# **ADDENDUM ONE (1)**

This Addendum is issued in response to questions raised during the pre-proposal conference on October 14<sup>th</sup>, 2009. The following information is to be included in the Request for Proposal Specifications and will be incorporated in the Agreement.

# PROPOSAL FORM - PAGE 10

Section 3.10 The following language is added:

A CASH BOND in the amount of \$100,000 is acceptable in place of a PERFORMANCE BOND.

**PROPOSAL FORM – PAGE 15** 

Item 2. Base Rate Increase - The current language in this section is deleted and replaced with the following:

"The fees or compensation payable to the Contractor for the second and subsequent years of the term hereof may be adjusted upward on the anniversary date of the Agreement upon written request by the Contractor at least 60 days before the anniversary date, and subsequent approval by the Board of County Commissioners. If requested, the rate adjustment shall not be greater than the net change in the Consumer Price Index (CPI), U.S. All Urban Consumers, South Region, published by the U.S Department of Labor, Bureau of Labor Statistics for the most recent twelve (12) month period."

RECEIPT OF ADDENDUM ONE (1) MUST BE ACKNOWLEDGED BELOW AND MUST BE INCLUDED IN THE PROPOSAL SUBMITTAL.

Proposer:	WASTE PRO OF FLORIDA
By:	BOB WOLK
Title:	Division MANAGER
Date:	10-30-09

### AGREEMENT

THIS AGREEMENT, made this 15<sup>th</sup> day of **December**, 2009, by and between TAYLOR COUNTY, FLORIDA hereinafter called "OWNER" and WASTE PRO of FLORIDA, INC. doing business as a corporation, hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. CONTRACTOR shall commence and completely provide services as required to provide *Commercial Refuse Collection Service* throughout the unincorporated area of Taylor County, Florida.

2. CONTRACTOR shall furnish all of the materials, supplies, tools, equipment, labor and other services necessary for completion of the PROJECT described herein.

3. CONTRACTOR shall commence the work required by the CONTRACT DOCUMENTS within 45 calendar days after the date of the NOTICE TO PROCEED and will provide the same for 1,825 calendar days unless the period for service is extended or otherwise modified by the CONTRACT DOCUMENTS.

### ARTICLE I. DEFINITIONS

- 1. COUNTY Taylor County, Florida, a political subdivision of the State of Florida, as bounded on the day of this CONTRACT.
- 2. CONTRACTOR WASTE PRO OF FLORIDA, INC.

# ARTICLE II. CONTRACT DOCUMENTS

The CONTRACT DOCUMENTS consist of this Agreement, Proposal, Specifications, Contract Forms and all addenda issued prior to execution of this Agreement, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

# ARTICLE III. COLLECTION SERVICE REQUIREMENTS

- 1. Container Service:
  - a. Frequency: County Ordinance No. 2004-02 provides that business establishments maintain a mechanical container or containers of sufficient capacity to hold three (3) days accumulation of garbage. Proposers are advised to review very carefully each business' mechanical container (s) needs. The County encourages the Contractor and customer to agree on a pickup schedule (frequency) for the sake of public health and to protect the environment of the County.

Contractor and customer to agree on a pickup schedule (frequency) for the sake of public health and to protect the environment of the County.

- 1. At the beginning of the agreement between the County and the Contractor, the Contractor will use the existing collection schedules. However, within thirty (30) days after the signing of the agreement, the Contractor may change the routes and schedules in order to provide the best, most efficient and most cost-effective service to the customers.
- b. Location: Container customers will accumulate refuse at locations that are mutually agreed upon by the customers and the contractor, and which are convenient for collection by the Contractor.
- c. Container Refuse Collection: The Contractor will make collections with as little disturbance as possible. No pickups are to be done before 4:00 a.m. or after 7:00 p.m. Refuse receptacles are to be thoroughly emptied and then left standing upright with covers in place at the location where containers are found. Any reuse spilled by the Contractor must be picked up immediately by the Contractor.
- d. Special Conditions Governing Containers: Mechanical containers or dumpsters, as defined, are governed by the conditions set forth and in this Proposal. These conditions are:
  - 1. It is the responsibility of the Contractor and the customer or property owner to agree upon the size of the container and the frequency with which it is emptied in compliance with County Ordinance No.2004-02. Currently, the County requires a container of sufficient size to hold an accumulation of refuse over a 3 day period and/or a minimum two (2) yard container.

# 2. <u>Schedules and Routes:</u>

- a. General: The County will cooperate with the Contractor to keep County owned roads open so that the Contractor may adhere to his/her schedule and routes. However, the Contractor is to understand that, at times, the County may temporarily have to close a road because of repairs or for other reasons. The County will notify the Contractor in advance of the closing, if possible, and will cooperate with the Contractor in making arrangements for the sanitation service to be maintained in the affected area.
- b. Storms, Emergencies, Disaster, etc.: In the case of a storm or hurricane, the County Administrator may grant the Contractor reasonable variance from the regular schedules and routes. As soon as practicable after such storm, the Contractor must advise the Environmental Services Director and the customers of the estimated time required before regular schedules and routes can be resumed.
  - 1. In the case of a storm or other disasters, where it is necessary for the Contractor and the County to acquire additional equipment and to hire

extra crews to clean the County of debris and refuse, the Contractor is required to work with the County in all possible ways for the efficient and rapid clean-up of the County.

- 2. The Contractor will be entitled to receive extra compensation above the contract prices for additional men, overtime and equipment costs, provided that the Contractor has first obtained prior written authorization from the Environmental Services Director.
- c. Parking Trucks: Trucks shall not be parked in residential areas except for loading purposes.
- 3. Quality of Service:
  - a. Character of Personnel Equipment:
    - 1. General: The supervision of refuse collection and disposal will be by competent, qualified personnel, and the Contractor will agree to provide sufficient personnel, time and attention to the directing of sanitation services so as to insure performance satisfactory to the County and the customers. The Contractor shall not allow incompetent, dishonest or discourteous employees to work in the County.
    - 2. Uniforms: Each of the Contractor's collection employees shall wear a clean uniform bearing the company's name and employee name (first initial and last name).
    - 3. Operator's License: Each employee shall, at all times, carry a valid operator's license for the type of vehicle being driven.
    - 4. Dismissal: The County may require the removal from servicing the County contract of any employee of the Contractor who violates any provision hereof or who is wanton, negligent or discourteous in the performance of his/her duties.
    - 5. Safety: The Contractor shall provide operating and safety training for all personnel. Collectors/drivers shall be required to wear safety vests or other high-visibility clothing when outside of any refuse vehicle.
  - b. Cooperation of Contractor Required: The Contractor will cooperate with an authorized representative of the County in every reasonable way, to insure that the collection and disposal of refuse is properly done. Care must be taken to prevent damage to property, including shrubs, flowers and other plants.
  - c. Collection Procedures: All solid waste shall be placed in approved containers at locations that are readily accessible to the customer. Containers shall be located on private property and not within the road right-of-way.

- 1. The Contractor shall not litter in the process of making collections, but shall not be required to collect material that has not been in approved containers or in a manner herein approved.
- 2. All solid waste hauled by the Contractor shall be so contained or enclosed that leaking, spilling or blowing are prevented. In the event of any spillage, the Contractor shall immediately clean up the litter. Title to all waste shall be vested in the Contractor upon being placed in its vehicle. NOTE: "Title to all waste" does not empower the Contractor to take the waste to any disposal facility other than the Aucilla Area Regional landfill, with the exception of C&D, yard waste and recyclable materials.
- 3. All solid waste for disposal shall be hauled to site or facilities legally empowered to accept it for treatment or disposal. The County reserves the right to approve or disapprove site taking into account regulations of the costs, if any, routes within the County, and the rules and regulations of the of the governmental body having jurisdiction over said sites or facilities.
- Complaints: All complaints shall be serviced within forty-eight (48) hours. The d. Contractor shall supply the County with copies of all complaints on a form approved by it and indicate the disposition of each. Such records shall be available for County inspection at all times during business hours. The form shall indicate the nature of the complaint, the day and the hour on which the complaint was received and the day and the hour on which it was resolved. When a complaint is received on the day preceding a holiday or on a Saturday, it shall be serviced on the next working day. The Contractor shall notify all customers about complaint procedures, rates, regulations and day of collection. Complaints or disputes between the Contractor and any customer will be resolved by the Contractor and the customer. The County will not become a party to any complaints unless these involve a violation of a County ordinance or constitute a material breach of the agreement between the Contractor and the County. Also, the Contractor is advised that renewal of the agreement with the County will also depend in part upon how satisfactorily the Contractor has handled complaints from citizens regarding service.
- e. Performance Standard:
  - 1. If the Contractor fails to collect materials herein specified for a period in excess of five (5) consecutive calendar days or fails to operate the system in a satisfactory manner for a similar period, the County may move as follows (provided such failure is not due to war, insurrection, riot, Act of God or any other cause beyond the Contractor's control):
    - a. At its option, after written notice to the Contractor as provided hereinafter, take over and operate any or all of the Contractor's equipment used in the performance of this agreement;

- b. Use and operate same itself until such matter is resolved and the Contractor is again able to carry out its operation under this contract. Any and all operating expenses incurred by the County in so doing may be deducted from compensation, or charged to the Contractor hereunder.
- 2. During such period, the liability of the County to the Contractor for loss or damage to such equipment so used shall be that of a bailee for hire, ordinary wear and tear being specifically exempt from such liability. The liability of the Contractor to third persons shall cease and all claims or demands arising out of the operation of the collection service shall be directed to the County.
- 3. Provided, however, if the Contractor is unable for any cause to resume performance at the end of thirty (30) calendar days, all liability of the County under this contract to the Contractor shall cease and the County shall be free to negotiate with other Contractor s for the operation of said collection service. Such operation with another contractor shall not release the Contractor herein of its liability to the County for such breach of this contract. In the event that a contract is so negotiated with a new Contractor (s), third party liability of the Contractor herein shall terminate insofar as same arises from tortuous conduct in operations of the collection service. In case of termination and County operation, the County shall have access to the Contractor's records for the purpose of billing and shall retain all payments and funds received for the period during which the County provides the service.
- 4. Pursuit of the foregoing remedies shall not preclude pursuit of any other remedies herein provided or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any amount due by Contractor hereunder or of any damages accruing by reason of the violation of any of the terms, provisions, and covenants herein contained. No waiver of any other violation or breach of any of the terms, provisions, and covenants herein construed to constitute a waiver of any other violation or breach of any of the terms, provisions, and covenants herein contained, and forbearance to enforce one or more of the remedies herein provided on an event of default shall not be deemed or construed to constitute a waiver of such default.
- 4. Equipment:
  - a. Type: The Contractor must use only vehicles with bodies constructed to prevent any leakage.
  - b. Amount: The Contractor must provide sufficient equipment in proper operating condition so that regular schedules and routes of collection can be maintained.

- c. Condition: Equipment is to be maintained in a reasonable, safe working condition; to be painted uniformly with the name of the Contractor. Also, the Contractor's business telephone number and the vehicle number are to be displayed on both sides of each vehicle. All vehicles must be numbered and a record kept of the vehicle to which each number is assigned. No advertising is permitted on the vehicles, except of County-sponsored events, should the Contractor allow such advertising to be put on the vehicles on behalf of the County.
- d. Equipment List: The Contractor must provide the County with an itemized list of the vehicles and equipment he/she intends to use in Taylor County, Florida. This list is to include the following:

Vehicles: Number, type, capacity, front or rear loading, etc.

5. Disposal of Refuse:

Proposers are advised to investigate fully the proposed Aucilla Area Solid Waste Disposal Facility.

6. Billing Services:

Discontinued Service or Delinquent Accounts: The Contractor shall supply the County a written set of Policies & Procedures for the discontinuance of service and the handling of delinquent accounts.

### ARTICLE IV. INDEMNIFICATION

- 1. CONTRACTOR shall indemnify and hold harmless the COUNTY and its agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the WORK, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the WORK itself) including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of CONTRACTOR, any one directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.
- 2. In any and all claims against the COUNTY or any of its agents or employees by any employee of the CONTRACTOR, any directly or indirectly employed by any of them or anyone for whose acts of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR under workers compensation acts, disability benefit acts or other employee benefit acts.

# ARTICLE V. CONTRACTOR'S RELATION TO THE COUNTY

- 1. <u>Contractor as an Independent Contractor:</u> It is agreed and understood that the Contractor is, in all respects, an independent contractor and is in no respect an agent or employee of the County. While the County and the Contractor will sign an agreement outlining the work to be done and at what rates, the methods used to accomplish the work will be the responsibility of the Contractor, unless otherwise provided in the agreement.
- 2. <u>Assignment</u>: No assignment of the contract or any right occurring under this contract shall be made in whole or in part by the Contractor without the express written consent of the County; in the event of any assignment, the assignee shall assume the liability of the Contractor.
- 3. <u>Supervision of Contract Performance</u>: The Contractor will supervise his/her own performance, with the understanding that failure to provide the service required by the County and agreed to by both parties may subject the Contractor to possible termination of the agreement and forfeiture of the performance bond.
- 4. Inspection of Work:
  - a. The Contractor will furnish the Environmental Services Director with reasonable opportunity for ascertaining whether or not the work is being performed in accordance with the requirements of the agreement.
  - b. The Contractor will designate, in writing, the person or persons who will serve as liaison between his organization and the County.
- 5. <u>County Not Liable for Delays:</u> It is agreed that in no event will the County be liable or responsible to the Contractor or to any other persons due to any stoppage or delay in the collection services by injunction or other legal proceedings brought against the Contractor, or from or due to any delay from any cause over which the County has no control.
- 6. <u>Right to Require Performance</u>: The failure of the County at any time to require performance by the Contractor of any provisions hereof shall in no way affect the right of the County thereafter to enforce same. Nor shall waiver by the County of any breach of any provisions hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.
- 7. <u>Breach of Contract:</u> It will be the responsibility of the Environmental Services Director and his designated employees to observe the collection services provided by the Contractor. If, in the opinion of the Environmental Services Director, there has been a breach of the agreement, then the Environmental Services Director will so notify the Contractor in writing, specifying the manner in which there has been a breach of contract. If within a period of seven (7) working days the Contractor has not eliminated the conditions considered to be a breach of contract, then the Environmental Services Director will so notify the Board of County Commissioners and a hearing will be set for a date within fifteen (15) days of such notice. At the hearing, the Board of County

Commissioners will hear the Contractor and the County representative, and will make a determination as to whether or not there has been a breach of the agreement, and will direct what further action should be taken by the County.

- 8. Damages for Breach:
  - a. The failure to make pickups from each pickup unit shall constitute a separate violation and will authorize a separate such deduction. Such deduction may be imposed by a majority vote of the Board of County Commissioners provided, however, notice to the Contractor and an opportunity to present evidence must be given as provided in the paragraph below.
  - b. If the Contractor fails to perform its obligations under Collection Service Requirements hereof, the County shall be entitled to liquidated damages in the amount of Ten Dollars (\$10.00) per such breach. Each breach at a separate pickup unit shall constitute a separate violation and will authorize a separate levy of damages. Such damages may be assessed by a majority vote of the Board of County Commissioners.
  - c. The assessment of liquidated damages as herein provided, shall not constitute a waiver of the County to sue the Contractor for such damages or to terminate this contract.
  - d. A written notice mailed by certified mail to the address of the Contractor, as shown herein, shall constitute sufficient notice under this contract.
- 9. <u>Default:</u> The failure on the part of the Contractor to comply in any substantial respect with any of the provisions of this contract shall be grounds for a forfeiture of this contract, but no such forfeiture shall take effect until the County has served upon the Contractor written notice of default which notice shall set forth the nature and extent thereof. The Contractor shall have seven (7) days following the notice of default to correct the same. If the Contractor protests the reasonableness of propriety of the County's declaration, said protest shall be served upon the County in writing within ten (10) days following receipt by the Contractor of the County's notice.
- 10. <u>Cancellation of Contract</u>: If the Contractor fails to begin work at the time specified, fails to perform the work in any manner so that proper collection of the refuse does not occur: or discontinues the work or any portion thereof, or for any other cause whatsoever, excepting Acts of God, does not carry on the work as agreed; or if the Contractor becomes insolvent, or allows any final judgment for the payment of money to stand against him unsatisfied. And if the County gives notice of such default to perform the contract as agreed, and if the Contractor or his surety fails to correct such default within seven (7) working days after the giving of such notice by the County, then the Board may cancel the contract. The County shall exercise its right to retain the Performance Bond.
- 11. <u>Bankruptcy or Insolvency:</u> If the Contractor becomes insolvent and in event if the Contractor files a petition of voluntary or involuntary bankruptcy, then this contract shall terminate in no event later than the date of filing of the bankruptcy petition.

# ARTICLE VI. COMPLIANCE WITH LAWS AND REGULATIONS

- 1. <u>Adoption of New Ordinances:</u> The right is hereby reserved for the County to adopt, in addition to the provisions herein contained in existing applicable ordinances, such additional regulations as it shall find necessary in the exercise of the police power, provided that such regulations by ordinance or otherwise shall be reasonable and not in material conflict with the intended purpose of this contract. The Contractor shall conduct operations under this contract in compliance with all applicable laws and its failure to comply shall constitute a default hereunder.
- 2. <u>Legal Compliance:</u> The Contractor will agree to abide by all applicable Federal, State and County laws and regulations. The Contractor and his surety will agree to indemnify and save harmless the County, all of its officers, representatives, agents, and employees against any claim or liability arising from or based on the violation of any such laws, ordinances or regulations by the Contractor, his agents or employees.
- 3. <u>Choice of Law</u>: This agreement is made in the State of Florida and shall be governed by Florida law.
- 4. <u>Venue</u>: Taylor County, Florida, shall be proper venue for litigation involving this Contract.

# **ARTICLE VII. REPORTS OF OPERATIONS**

1. <u>Record Keeping:</u> The Contractor shall keep records of wastes collected and charges therefore for a period of five (5) years. The County shall have the right to review those records which in any way pertain to the payments due (as well as the billing of all customers by the Contractor).

All information so obtained shall be confidential and shall not be released by the County unless expressly authorized in writing by the Contractor. (The Contractor will be responsible for the monthly billing of the customer and the County will be provided with a quarterly report indicating gross revenue).

- 2. <u>Record Reporting</u>: The Contractor will agree to submit to the County a written report showing:
  - a. Number of complaints received, type or types of complaints, and actions taken by the Contractor to resolve them. (Quarterly)
  - b. Number and Name of customers, size of containers and number of frequency of pick-up. (Monthly)
  - c. Included with the remittance of the franchise fees, a Gross Sales Report. (Monthly)

### ARTICLE VIII. INSURANCE

- 1. <u>General:</u> The Contractor shall not commence work for the County until all insurance required by this Section has been obtained. Said insurance coverages shall be maintained during the term of this agreement. Liability and property damage insurance will protect the Contractor in the performance of the work covered by this Contract as against any claims for damages for personal injury, property damage, wrongful or accidental death, or otherwise, which may arise from operations under this Contract, whether such incidents result from acts of the Contractor, its employees, agents, subcontractors, or otherwise, and said insurance policy shall name Taylor County as an insured. Copies of all policies shall be furnished by the Contractor to the County.
- 2. <u>Worker's Compensation</u>: The Contractor will provide and maintain during the life of the contract, and at his own expense, Worker's Compensation and Employers' Liability Insurance with the following limits of liability:

Worker's Compensation: Employer's Liability: Statutory \$500,000 each accident

3. <u>Comprehensive General Liability</u>: The Contractor will agree to provide and maintain during the life of the contract, and at his own expense, Comprehensive General Liability Insurance including protection for liability arising out of premises, operation, independent contractors, products/completed operations and contractual obligations. The policy will be extended to provide for personal injury liability and broad form property damage liability. The contractual coverage must specify that it covers the hold harmless agreement which is part of the contract. The limits of liability will be as follows:

Bodily Injury Liability:	\$1,000,000 each occurrence \$2,000,000 aggregate			
Property Damage Liability:	\$1,000,000 each occurrence \$2,000,000 aggregate			

4. <u>Comprehensive Automobile Liability:</u> The Contractor will provide and maintain during the life of the contract, and at his own expense, Comprehensive Automobile Liability Insurance including protection for liability arising out of owned, non-owned and hired vehicles. The policy will be extended to provide contractual coverage for the hold harmless agreement which is party of the contract with the County. The limits of liability will be:

Bodily Injury Liability:	\$300,000 each person \$1,000,000 each occurrence			
Property Damage Liability	\$1,000,000 each occurrence			

5. <u>Hold Harmless Agreement:</u> The Contractor and his surety will bind themselves to indemnify and save the County harmless, and defend the County from all suits or actions

brought against the County for or on account of any injuries or damages received or sustained by any party or parties from the acts, omissions or negligence of the Contractor or his agents, including subcontractors, in doing the sanitation service contracted for in the agreement. Said insurance shall save harmless and exempt from the County, its officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims, demands, damage costs, expenses and attorneys' fees incidental to any work done in the performance of this agreement.

6. <u>Certificate of Insurance</u>: The Contractor will furnish to the County Administrator, prior to the start of the agreement, satisfactory proof of the insurance required, with the Board of Taylor County Commissioners named as additional insured, with a company satisfactory to the County. The best rating of the insurance company must also be provided to the County. To be acceptable to the County each insurance certificate should contain a clause similar to the one that follows:

> "Should any of the above described policies be cancelled or undergo material change before the expiration date, the issuing insurance company will mail thirty (30) days before the date of expiration or change, a notice to the County Administrator".

### ARTICLE IX. PERMITS AND LICENSES

The Contractor shall obtain, at his own expense, all permits and licenses required by law or ordinance and maintain same in full force and effect.

### ARTICLE X. MISCELLANEOUS

- a. Neither COUNTY nor CONTRACTOR shall, without the prior written consent of the other, assign or sublet in whole or in part his interest under any of the CONTRACT DOCUMENTS and, specifically, CONTRACTOR shall not assign any monies due without prior written consent of the County.
- b. COUNTY and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto in respect to all covenants, agreements and obligations contained in the CONTRACT DOCUMENTS.
- c. The CONTRACT DOCUMENTS constitute the entire agreement between the COUNTY and the CONTRACTOR and may only be altered, amended or repealed by a duly executed written instrument.

# **NOTICE TO PROCEED**

# PROJECT: Commercial Collection Services For Unincorporated Taylor County, Florida

### TO: WASTE PRO OF FLORIDA, INC

### DATE: DECEMBER 22, 2009

### ATTN: BOB WOLK

You are hereby notified to commence WORK in accordance with the Agreement dated <u>December</u> <u>15, 2009</u> on or before February 1, 2010, and for the initial term you are to complete the WORK within 1,825 consecutive calendar days thereafter. The date of completion of all WORK is therefore January 31, 2010.

J	ohn J. Singer
OWNER	
BY:	the 1 he
	nvironmental Services Director
TITLE	invitonmental Services Director

### ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by

Waste Pro of Florida, Inc. CONTRACTOR

BY:\_\_\_\_\_

TITLE: Division Manager

DATE: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 15th day of December, 2009.

COUNTY: Taylor County BY:

Mark Wiggins, Chairperson

CONTRACTOR: Waste Pro of Florida, Inc.

LW 0 BY:

Robert Wolk, Division Manager

ATTEST: Unnie mar murphy BY: Annie Mae Murphy, Clerk of the Court **AFFIX COUNTY S** 

NOTARY PUBLIC: marda

My Commission Expires on:



# **CONTINUATION CERTIFICATE**

Premium Amount: \$1,010.00

The <u>The Hanover Insurance Company</u> (hereinafter called the Surety) hereby continues in force its Bond No. <u>1806601</u> in the sum of One Hundred Thousand <u>Dollars and 00/100</u> (\$100,000.00) Dollars, on

behalf of Waste Pro of Florida, Inc.

in favor of Taylor County Board of Commissioners

subject to all the conditions and terms thereof through January 31, 2011 at location of risk.

This Continuation is executed upon the express condition that the Company's liability shall not be cumulative and shall be limited at all times by the amount of the penalty stated in the bond.

IN WITNESS WHEREOF, the Company has caused this instrument to be signed by its duly authorized Attorney-in-Fact and its corporate seal to be hereto affixed this 30 day of <u>November</u>, <u>2009</u>.

The Hanover Insurance Company surety

By: <u>Outble City</u> Arthur L. Colley Attorney-in-Fact

					TE (MM/DD/YYYY) 0/28/2009		
PRODUCER (407)898-2211 FAX (407)898-1850 TH				THIS CERTIFICATE IS ISSUED AS A MATTER OF			DRMATION
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) <sup>0r1;</sup>	ando,, FL 32854-7275	· · · ·		FFORDING CO			NAIC #
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	Waste Pro of Ga Inc. Wa				ers Cas. Ins.Co.		23612
	(see named insured endo	rsement attached)			n Insurance Compa	iny	16691
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	X Comp and Collision X Liab. Deductible	\$10,000 \$100,000			PROPERTY DAMAGE (Per accidant)	\$	
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				-	ISSUING INSURER WILL ENDE THE CERTIFICATE HOLDER		
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Taylor County	
3750 Hwy 98 West	
Perry, FL 32347	

Cherride a. Zika

OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

Lenise Zika/EMW

ACORD 25 (2001/08)