

SUGGESTED AGENDA

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS  
PERRY, FLORIDA

MONDAY, MAY 4, 2015  
6:00 P.M.

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

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

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

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

BIDS/PUBLIC HEARINGS:

4. THE BOARD TO HOLD THE ANNUAL PUBLIC HEARING, SET FOR THIS DATE AT 6:00 P.M., OR AS SOON THEREAFTER AS POSSIBLE, TO RECEIVE PUBLIC INPUT FOR THE LOCAL TRANSPORTATION DISADVANTAGED PROGRAM.
5. THE BOARD TO RECEIVE BIDS FOR DOCTORS' MEMORIAL HOSPITAL (DMH) LAPAROSCOPY/ARTHROSCOPY VIDEO SYSTEMS, SET FOR THIS DATE AT 6:05 P.M., OR AS SOON THEREAFTER AS POSSIBLE.
6. THE BOARD TO RECEIVE BIDS FOR DMH ENDOSCOPY EQUIPMENT, SET FOR THIS DATE AT 6:10 P.M., OR AS SOON THEREAFTER AS POSSIBLE.

7. THE BOARD TO RECEIVE BIDS FOR DMH ANESTHESIA MACHINE, SET FOR THIS DATE AT 6:15 P.M., OR AS SOON THEREAFTER AS POSSIBLE.
8. THE BOARD TO HOLD THE FIRST OF TWO (2) PUBLIC HEARINGS, SET FOR THIS DATE AT 6:20 P.M., OR AS SOON THEREAFTER AS POSSIBLE, TO DISCUSS AND RECEIVE PUBLIC INPUT REGARDING THE UPCOMING FUNDING CYCLE AND POSSIBLE GRANT SUBMISSION FOR THE 2016-2017 FLORIDA DEPARTMENT OF STATE CULTURAL FACILITIES GRANT PROGRAM.

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

CONSENT ITEMS:

9. APPROVAL OF MINUTES OF April 17 and 21, 2015.  
(COPIES PROVIDED BY E-MAIL)
10. EXAMINATION AND APPROVAL OF INVOICES.
11. THE BOARD TO RATIFY THE COUNTY ADMINISTRATOR'S SIGNATURE ON THE T-HANGER LEASE (RENEWAL) AGREEMENT AT PERRY-FOLEY AIRPORT FOR WILLIAM KUERSTEINER, AS AGENDAED BY MELODY COX, GRANTS DIRECTOR.
12. THE BOARD TO RATIFY THE COUNTY ADMINISTRATOR'S SIGNATURE ON THE T-HANGER LEASE (RENEWAL) AGREEMENT AT PERRY-FOLEY AIRPORT FOR PAUL CALAFIORE, AS AGENDAED BY THE GRANTS DIRECTOR.

COUNTY STAFF ITEMS:

13. THE BOARD TO CONSIDER APPOINTING TWO (2) NEW MEMBERS TO THE CONSTRUCTION INDUSTRY LICENSING BOARD, AS AGENDAED BY DANNY GRINER, BUILDING DIRECTOR.
14. THE BOARD TO CONSIDER APPROVAL OF THE BID COMMITTEE RECOMMENDATION TO AWARD THE ROADSIDE MOWING CONTRACT TO THE LOWEST BIDDER, KERRY PUEHL LAWNWORKS, INC., AS AGENDAED BY ANDY MCLEOD, PUBLIC WORKS DIRECTOR.

GENERAL BUSINESS:

15. THE BOARD TO RATIFY THE CHAIR'S SIGNATURE ON THE EMPLOYMENT CONTRACT FOR THE COUNTY ADMINISTRATOR AS APPROVED BY THE BOARD ON APRIL 21 AND SIGNED ON APRIL 22, 2015, AS AGENDAED BY CHAIR PATTERSON.
16. THE BOARD TO CONSIDER APPROVAL OF LEASE AMENDMENT NUMBER P00004 FOR THE PERRY VA CLINIC, AS AGENDAED BY DANNY O'QUINN, SPECIAL PROJECTS.

COUNTY ADMINISTRATOR ITEMS:

17. THE ASSISTANT COUNTY ADMINISTRATOR TO DISCUSS INFORMATIONAL ITEMS.

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

BOARD INFORMATIONAL ITEMS:

Motion to Adjourn

FOR YOUR INFORMATION:

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

[www.taylorcountygov.com](http://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.

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**



Board to hold the annual Public Hearing to discuss and receive public input for the local Transportation Disadvantaged Program at 6:00 p.m.

**MEETING DATE REQUESTED:**

May 4, 2015

**Statement of Issue:** Board to hold annual Public Hearing required of the Transportation Disadvantaged Planning Grant at 6:00 pm.

**Recommended Action:** Not Applicable

**Budgeted Expense:** The County receives a Planning Grant for the administration of the local transportation disadvantaged program. This grant funds a portion of the Grant Department salaries, benefits, and office supplies.

**Submitted By:** Melody Cox

**Contact:** Melody Cox

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** The County receives planning grant funds each year for the administration of the local transportation disadvantaged program. The terms of the Planning Grant require that an annual public hearing is held to update the public on the status of the program and receive public input.

**Attachments:** Information on the Transportation Disadvantaged Program.

I would like to thank  
Big Bend Transit for  
providing transportation so my  
daughter, Beverly, can attend the  
SNAP program. I am unable to  
drive due to medical problems  
and if not for them, she  
would not be able to go.

This service provides Beverly  
with a sense of independence  
and responsibility. It also  
give her the chance to go to  
school so that she can learn  
and socialize with her peers.

Thank you so much,

Tammy Stager

April 15, 2015

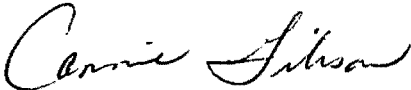
Dear Taylor County Commissioners,

I would like to say how fortunate we are to have Big Bend Transit services in Perry. One of the things that Big Bend Transit does is provide a way for our Special Needs Adults to get to their class at Taylor Technical Institute, and then back home. It is all because of you and your generosity that this is possible. As their teacher, I know every day that their transportation is taken care of, which is one less worry.

Because the County Commissioners make it possible for our Special Needs Adults to come to school, they get a chance to experience social skills, manners, learn responsibility, and even a few academics. Ms. Melody and Michelle are wonderful to work with. They always have our tokens ready when we need them.

All of the drivers are excellent as well as Willie Ann, Barbara, and Shawn. Everyone who is associated with Big Bend Transit is awesome and has to have love and patience in their hearts to work with the Veterans, people with disabilities, the elderly, and the sick. I would like to ask for your continued support in funding transportation for our special needs adults.

Sincerely,

A handwritten signature in cursive script that reads "Connie Gibson". The signature is written in dark ink and is positioned above the printed name.

Connie Gibson, Teacher of SNAP

Dear Big Bend

I am so happy That I  
ride Big Bend. I can meet  
new people. I am happy that  
I have a ride to school and  
home. I can to see and talk  
to my friends and driver.  
Thank you for helping me  
go to school so I can learn.

your friend  
Beverly Stager

**4/23/2015**

**To whom it may concern,**

**This letter is intended to help with the decision of continueing to provide transportation for the clients at the SNAP program at TTI .**

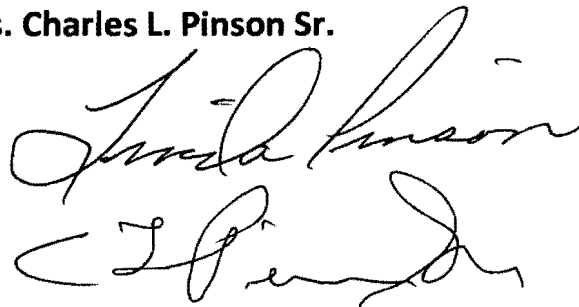
**This is a vital need for most there due to the fact that many to most of thse clients and or their families do not have means or funding for transportation to and from this program.**

**This program is of much importance to our community and should therefore be considered that transportation is of equal or greater importance for this program to be able to continue.**

**We have a son that has been a client of this program since graduation from TCHS. He is very connected to this class for many reasons . One of those being socialization with others and being able to participate in Special Olympics weekly . Deleting the transportation would also greatly affect the number of client/athletes the Taylor County would have.**

**Thank you very much for your time .**

**Mr.&Mrs. Charles L. Pinson Sr.**

The block contains two handwritten signatures. The top signature is 'Linda Pinson' in a cursive script. The bottom signature is 'C L Pinson' in a cursive script.

4/16/15

Dear, County Commissioners,

I like riding on the big band  
bus when I go to TTi or to my

Doctor's app. Thank you  
a alot

Zane Dodge

I Need to ride Big Bend to  
go to school and back home.  
Big Bend is the only way I can  
go to school.  
Big Bend drivers are Nice.

Jenn, Fer Giles

4-20-15

Big Band is the only way  
for my daughter to get  
to and from school, we need  
to continue to support our  
special needs adults as for  
most of them this is their only  
means of transport.

Thank You

Marna Johnson

# Kendall Says about Big Bend.

1) the drivers are very good +  
Safe.

2) if it wasn't for big bend  
i could not get to school.

3) if it wasn't for the big bend  
buses Mrs. Gibson would  
not have a class to teach.

!!  
☺

4-1-05

To Whom It May Concern:

Kendall rides with Big Bend  
to school at UoTech, three times  
a week. If it wasn't for Big Bend  
he couldn't go to school.

I appreciate everyone involved  
for transporting him.

We are so appreciative  
for this.

Thank-You

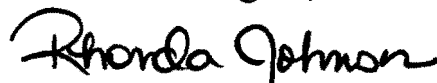
Kathy Raschuk  
(Grandmother)

04/16/15

Dear County Commissioners,

Being the parent of a special needs adult child Sabrina Vann. I would like to thank The County Commissioners and Big Bend Transit for your help in allowing my child to be a part of the SNAP program. Your help has provided a way for my daughter to stay active and learn many life skills. Mrs. Gibson is a wonderful teacher and She makes my child want to go to school. The big bend drivers have been so nice and kind to my daughter they pick her up in the driveway and return her home safety also. Without your help I don't think that it would be possible for Sabrina to attend.

Thank You Again,

  
Rhonda Johnson

To: Whom It may Concern:

I'm Writing in regards to the "Big Bend Transit" I can't begin to explain all they do for people. I know they help my son Kendau Sadler get back and forth to school, takes him to doctor appointments, pharmacy if it wasn't for big bend it would not be possible for a lot of the kids to get to school. I appreciate them more than ever it's a very good organization they have good, safe drivers are on time always gets to destination on time. please keep them up and running a lot of people appreciate and depend on big bend transit.

Thank you so much,

Deneise Sadler  
850-295-2570

Hello My Name is Shannon and  
I'm sending this Letter to thank Big Bend  
Transit. THEY come get  
and take Him to school and give people  
rides to the Doctor and to the Grocery  
store they help people who does  
not have transportation or is Fixe~~cty~~ or  
mentaly messed up they are Vely good  
transit company and Help.

Thanks  
Shannon Koon (Kendall)



Dear County Commissioners

I Like Big Band Buses they

take me to SNAP in my

Power Wheelchair.

My DRIVERS ARE AWESOME

LIZ BARNES

Mary Barnes



Sincerely,

Our daughter Elizabeth attends the SNAP Program at TTT. She uses a powered wheelchair and we rely on Big Bend Transportation to take her from Home to Program. Without this very important service she would not be able to attend SNAP. We hope that you will continue to support our community's most vulnerable citizens with your continued funding. Thank you so much for your consideration.

Dear County Commissioners:

County Commissioners  
Perry,  
FL.

Mary Barnes  
1345 W Roberts Aman Rd,  
Perry,  
FL 32347  
March 27, 2015

3/31/15

To whom this may concern:

We the Brown family is  
Writing Out of Concern for  
the Big Bear Transportation  
which helps Transport my  
son and his classmates back  
and forth to their school  
program. I just wanna say  
how my son surely enjoys getting  
up every morning and waiting  
for big bear to pull up into  
our driveway to take him  
to school where he meet and  
greet with his teacher, & class mates.  
I cant tell you how much we appreciate  
the service from big bear transport, and  
wish the services will continue on  
going for the students & teachers, throughout  
their school years, & etc. With that  
said, thank you much from me  
& my family also the students  
and teachers. Hope Big Bear Transport  
would be able to continue the great  
services they offer to us (student) thanks,

April 19, 2015

Taylor County Board of County Commissioners  
Perry, FL

Dear Board of County Commission Members,

I am writing this letter to thank you for your support of the transportation provided by Big Bend Transit for the Special Needs Adult Program (SNAP) students at TTI. My son, Eric Slaughter, is one of the students that attend SNAP.

This transportation to and from TTI is essential, beneficial and very crucial for the SNAP adults. Some may not be able to attend if not for this bus transport. Eric is able to ride the Big Bend Transit bus by himself. The ability to do this affords him a great deal of independence and also contributes to his self-esteem.

Thank you for your past support of this much needed transport for the SNAP students and Eric and I humbly request your continued support in the future.

Sincerely,

Linda R. Satterwhite  
210 W. Oak St.  
Perry, FL 32347

# Taylor

Dear County Commissioners

I have a good time with  
yall on the Big Bend transit. it  
has been fun it has been a  
blast. next year I hope, I will  
ride with yall again. have  
fun all summer, we will.  
See yall next month. enjoy  
your summer.

Thank you,

from: Taylor

Rakim Patterson

105 Marshall Drive

Perry FL

April 21, 2015

Taylor County Board of Commissioners

Dear Taylor County Board of Commissioners:

I currently receive transportation services to the Snap Program from Big Bend Transportation. I would like to take a moment to express my appreciation for both services. Without the opportunity to attend a program like Snap, I would be deprived of the autonomy that affords me the independence of having a place to go.

The Snap program provides a much needed service to me and my peers, who suffer with a variety of mobility and learning impairments. The atmosphere here not only enriches my quality of life, but provides me with an opportunity to learn socialization skills, and training in the daily activities of my life. I look forward to the continuance of this program, and the transportation that Big Bend provides.

Sincerely,

  
Rakim Patterson

Dear County Commissioners

My name is Justin Strickland

I ride BBT on Monday,

Tuesday, and Thursday, to go to

TTI.

I am really happy

with it.

yours truly

Justin Strickland

Glenda Patterson

105 Marshall Drive

Perry FL

April 21, 2015

Taylor County Board of Commissioners

Dear Taylor County Board of Commissioners:

I currently receive transportation services to Snap Program for my son Rakim Patterson via Bend Transportation. I would like to take a moment to express my appreciation for both services. Without the opportunity to attend a program like Snap, my son would be deprived of the autonomy that affords him the independence of having a place to go.

The Snap program provides a much needed service to people with a variety of mobility and learning impairments. The atmosphere there not only enriches their quality of life, but provides them with socialization skills, and training in the daily activities of their lives. I look forward to the continuance of this program, and the transportation that Big Bend provides.

Sincerely,

A handwritten signature in black ink that reads "Glenda Patterson". The signature is written in a cursive style with a large, stylized "G" and "P".

Glenda Patterson

04/16/15

Dear County Commissioners:

My name is Sabrina Vann. I go to the SNAP program. Mrs. Gibson is my teacher she helps me learn. I like to ride the Big Bend bus to school. It helps my parents to get me to school and they know I'm safe. It allows me to have friends and learn life skills. The bus drivers are very nice to me and my friends. Please let me ride the bus next year..

Thank You,

Sabrina Vann  
Sabrina Vann

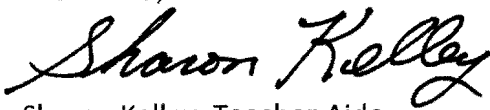
April 15, 2015

Dear County Commissioners,

Once again, it is the time of year to ask for your help with funding transportation with Big Bend Transit for our Special Needs Adults. In most cases, this is the only way the adults have of getting to school and back home. Being in school keeps them from sitting at home all day, and helps them to have a better quality of life.

When listening to the adults talk among themselves in the classroom, it is easy to see that they thoroughly enjoy their Big Bend transit ride. They are always eager to board the van and socialize with the drivers. Having the opportunity to ride Big Bend Transit, also allows them a chance to learn responsibility about looking for the van and being ready when it arrives. Thank you for all of the previous years that you all have funded this wonderful opportunity for our county. Please continue supporting this much needed transportation, not only for our students, but also for others in the community.

Thank You,



Sharon Kelley, Teacher Aide

April 13, 2014

To Whom It May Concern:

This letter is in response to your thinking about discontinuing the Big Bend transport system. I would really like you to reconsider because it is a very integral part of mine and my son's life. Without it, I would not be able to maintain my work schedule and I'd have to quit my job to make sure he gets to and from school. This Big Bend transport system helps me and I know it helps many others as well. So please, reconsider discontinuing it.

Sincerely,

A handwritten signature in cursive script that reads "Teresa Choice". The signature is written in black ink and is positioned below the word "Sincerely,".

Teresa Choice



HOME

ABOUT US

SERVICES

COUNTIES

FAQS

CONTACT US

– Taylor County



## COORDINATED TRANSPORTATION SYSTEM OF TAYLOR COUNTY

Specialized Transportation Services for Transportation Disadvantaged Persons is sponsored by the Florida Commission for the Transportation Disadvantaged and the Taylor County Transportation Disadvantaged Coordinating Board and coordinated by Big Bend Transit.

**For information call: (850) 584-5566 or Florida Relay Service at 1-800-955-8711 for TDD access.**

Big Bend Transit, Inc. (BBT) is seeking residents of Taylor County who are interested in forming a Vanpool. **Vanpooling** will save you wear-and-tear on your vehicle, fuel, and is good for the environment. [Download the Flyer.](#)

## **TRANSPORTATION SERVICE INFORMATION**

The driver will assist you in boarding the vehicle, if necessary.

The driver will wait five minutes for you.

You must use the seatbelt provided.

You must have the ability to carry your own personal items.

Return trips will be made within an hour of the requested time.

No smoking, eating or drinking on the vehicle

Accessible formats are available upon requests.

Advanced purchase of coupons/tickets is available.



## **TRANSPORTATION SERVICE FREQUENTLY ASKED QUESTIONS**

### **Who are the Transportation Disadvantaged?**

Transportation Disadvantaged (TD) means "those persons who because of physical or

mental disability, income status, or age, or for other reasons are unable to transport themselves or to purchase transportation and are, therefore, dependent upon others to obtain access to health care, employment, education, shopping, social activities, or other life-sustaining activities, or children who are handicapped or high risk as defined in Chapter 411.202, F.S."

### **Where is the Transportation Service Available?**

Generally, you can ride to and from any location within Taylor and the surrounding counties. The service is designed to get transportation disadvantaged individuals and the general public to the closest life-sustaining activities available.

### **What Transportation Will be Provided?**

Generally, curb-to-curb transportation service will be available Monday through Saturday, 6:00 AM to 6:00 PM.

### **How Can I Access the Transportation Service?**

Transportation requests must be made at least 1 day in advance of your travel needs. Call Big Bend Transit at (850) 584-5566 by 2:00 PM, Monday through Friday (call on Friday for a Saturday or Monday ride). You will be asked for your name, phone number, pickup address, where you are going and what time you need to arrive, if a return trip is wanted and if assistance for a disability (wheelchair, sight impaired, etc.) is required. You will be told the fare and what time to be ready for your pickup.

### **What is the Cost of Transportation Service?**

The one-way fare for the transportation service

is based on the trip origin and destination. A one-way trip for a TD eligible person anywhere in Taylor County, Monday through Saturday, between 6:00 AM and 6:00 PM is \$2.00. A one-way trip for a General Public person anywhere in Taylor County, Monday through Saturday, between 6:00 AM and 6:00 PM is \$5.00. A companion accompanying you on your trip pays the same fare.

The fares for trips to other counties for General Public ambulatory persons are calculated at \$7.50 per pickup plus \$0.70 per mile traveled and for General Public wheelchair persons are calculated at \$9.00 per pickup plus \$0.70 per mile traveled. For example, the fare for a trip from Perry to Tallahassee for a General Public ambulatory person would be \$43.90, and for a General Public wheelchair person would be \$45.40.

The one-way fare is paid each time you board the vehicle. The fare may be paid by cash, check or money order. Exact fare is required. The driver carries no change. The driver cannot give a receipt.

### **If I Need to Change Plans or Cancel My Ride, What Do I Do?**

Should you need to change your plans or cancel your ride, call (850) 584-5566 as soon as possible. Failure to cancel your ride within 2 hours of your time of travel will cause a "**NO-SHOW**" charge and/or cancellation of transportation privileges.

### **What is the Phone Number for the Coordinated Transportation System?**

(850) 584-5566 - Information is available

from 8:00 AM to 5:00 PM, Monday through Friday. Florida Relay Service at 1-800-955-8711 provides TDD accessibility.

**To Whom Do I Complain if I am Unhappy With the Service Provided?**

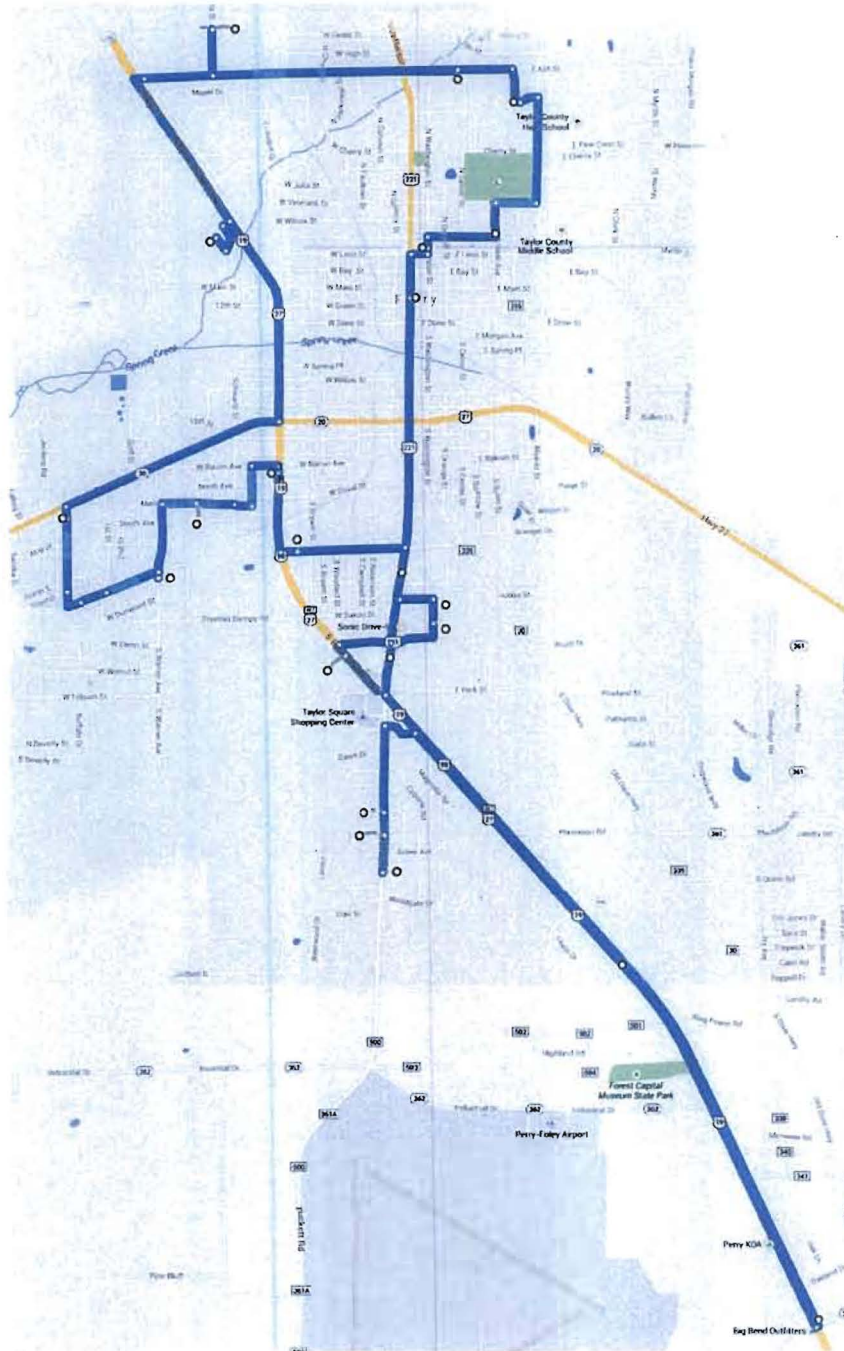
In the event you have difficulties with your travel and feel these issues need to be addressed, contact the Transportation Manager at (850) 584-5566. Let the Transportation Manager know that you wish to register a complaint about the transportation company, a driver, or any other aspect of the service. Should your complaint not be resolved, you may forward the complaint to the Taylor County Transportation Disadvantaged Coordinating Board by calling (850) 838-3500 (the Taylor County Board of County Commissioners).

You will be provided with the information on submitting a formal grievance to the Board. The Board will hear your complaint and work with the Community Transportation Coordinator to resolve it. At any time you are not satisfied with the local transportation service you may call the Commission for the Transportation Disadvantaged Hotline at 1-800-983-2435.

**ROUTE MAP FOR TAYLOR COUNTY SHUTTLE**

**Perry**  
**SHUTTLE**

The logo for Perry Shuttle features the word "Perry" in a large, bold, dark green sans-serif font. Below it, the word "SHUTTLE" is written in a smaller, bold, dark blue sans-serif font. To the right of the word "SHUTTLE", there is a stylized graphic element consisting of two parallel, curved lines in dark blue, suggesting a shuttle or a wing.



## BIG BEND TRANSIT

## About Us

## Our History

## Paratransit

## Executive Summary

Transportation plays a critical role in providing access to employment, health care, education, and other life-sustaining activities for many Floridians who are older adults, persons with disabilities, people with low incomes, or at-risk children.

The Commission for the Transportation Disadvantaged ensures the availability of efficient, cost-effective, and quality transportation services for transportation disadvantaged persons.

### Ridership

The 2013 Annual Performance Report states the Coordinated Transportation System provided 49.6 million trips. This year's report states the System provided 29.2 million trips. The difference in the number of trips between the two reports is largely due to a change in methodology for allocating trips for monthly and weekly bus passes.

Since the beginning of the Transportation Disadvantaged Program the Commission has allocated forty trips for a monthly bus pass and ten trips for a weekly bus pass. These numbers were based on the assumption that people receiving bus passes were using them to travel to and from a job daily. Over time this assumption proved false resulting in Community Transportation Coordinators with large fixed route systems receiving a significant share of the Transportation Disadvantaged funds. While some people do use bus passes for employment nowadays, most people use them for Medicaid appointments and other life-sustaining trips. Therefore, the Commission reviewed the data and modified the allocation to ensure Transportation Disadvantaged funds were distributed as equitably as possible across all Community Transportation Coordinators no matter what type of system they operated.

New smart card systems are coming online that will record the actual number of trips a person uses with a bus pass. When a Community Transportation Coordinator with a fixed route system implements a smart card system then the Commission will use the recorded number of trips in Annual Performance Reports. Until that time, the Commission will allocate twelve trips for a monthly bus pass and three trips for a weekly bus pass.

If the Commission used the methodology for the 2014 Annual Performance Report as used in previous Annual Performance Reports then the Coordinated Transportation would have provided 48.6 million trips in Fiscal Year 2013-14.

### Revenues and Expenditures

In Fiscal Year 2013-2014, the Coordinated System had revenues of \$324.9 million, which is a decrease of \$69.2 million, or approximately seventeen percent. Local Government is the largest contributor of revenues to the Coordinated Transportation System with revenues reaching \$147.8 million, which is 45 percent of all revenues.

In Fiscal Year 2013-2014, expenses were \$312.8 million, which is a decrease of \$99.9 million, or about twenty percent. Labor and Fringe Benefits, and Materials and Supplies decreased \$19.6 and \$22.6 million, respectively. Labor and Fringe Benefit costs accounted for over 42 percent of all expenses.

### Trips by Type of Service

Almost 18 million trips, which is 60 percent of all trips taken by older adults, persons with disabilities, people with low incomes and at-risk children within the Coordinated System, were on fixed route or deviated-fixed route systems.

Many fixed route and deviated-fixed route systems use funds from the Coordinated System to subsidize the purchase of bus passes through various programs offered by transit authorities. Bus passes are the most cost effective means of providing transportation for people who are in proximity to a fixed route and are able to ride a bus.

The remaining 40 percent of trips were provided by paratransit services at an average cost of \$24.02 per trip. Paratransit services are the most expensive means of transportation for people served by the Coordinated System. Paratransit services are the predominant service in Florida's rural areas.

### **Purchasers of Trips**

The largest purchasers of trips from the Coordinating Transportation System were Local Non-Government and the Commission. These organizations purchased 60 percent of all trips within the System. The Commission purchased about 6.5 million trips with funds from the Transportation Disadvantaged Trust Fund, which is a decrease of 1.6. The Coordinated Transportation System is a manifestation of the hard work and support of elected and appointed officials, transportation professionals, and local partners who dedicate themselves to serve those who are unable to serve themselves.



## 2013-14 Trips by Purpose

County	Medical	Employment	Education/Training	Nutritional	Life-Sustaining/Other	Total
Alachua	77,626	13,743	1,325	1,478	16,585	110,757
Baker	7,540	1,677	4	3,782	8,597	21,600
Bay	42,152	9,432	41,839	6,747	408	100,578
Bradford	8,056	0	12,369	1,530	248	22,203
Brevard	109,516	420,665	221,865	27,654	296,725	1,076,425
Broward	127,599	78,916	320,829	198,720	558,579	1,284,643
Calhoun	4,960	946	764	1,551	463	8,684
Charlotte	29,204	961	24,106	10,357	23,246	87,874
Citrus	30,746	35,233	121,110	13,683	43,793	244,565
Clay	32,365	65,305	27,950	18,534	9,209	153,363
Collier	47,826	9,334	5,049	11,164	11,092	84,465
Columbia	49,571	4,515	576	6	3,538	58,206
Desoto	13,714	3,309	1,195	850	5,228	24,296
Dixie	5,996	0	0	572	40	6,608
Duval	76,565	53,418	23,991	15,993	194,909	364,876
Escambia	39,410	35,814	2,214	816	84,499	162,753
Flagler	20,799	20,678	28,807	17,836	9,875	97,995
Franklin	5,179	141	1,293	13	1,438	8,064
Gadsden	22,765	61,726	15,635	141	5,607	105,874
Gilchrist	3,563	0	0	444	98	4,105
Glades	3,612	0	0	0	79	3,691
Gulf	7,696	11	10,549	3,773	582	22,611
Hamilton	12,748	1	0	0	0	12,749
Hardee	15,237	3,928	3,030	1,069	744	24,008
Hendry	20,195	0	4,000	0	21,122	45,317
Hernando	51,989	0	84,882	5,362	1,657	143,890
Highlands	43,182	64,906	3,049	6,973	8,362	126,472
Hillsborough	458,762	71,229	111,567	110,389	274,623	1,026,570
Holmes	16,726	2,937	8,516	608	1,908	30,695
Indian River	21,176	186	7,412	909	1,333	31,016
Jackson	16,815	11,185	3,661	5,320	4,824	41,805
Jefferson	7,120	3,006	2,749	898	171	13,944
Lafayette	2,845	0	0	574	0	3,419
Lake	62,312	39,871	59,047	22,117	22,341	205,688

Continued on the next page

## 2013-14 Trips by Purpose

County	Medical	Employment	Education/Training	Nutritional	Life-Sustaining/Other	Total
Lee	95,041	0	10,512	0	31,791	137,344
Leon	37,431	19,589	64,881	1,497	1,373	124,771
Levy	13,010	2,809	37,093	328	4,240	57,480
Liberty	18,120	184	8,029	2,186	4,307	32,826
Madison	7,069	3,871	5,624	204	1,899	18,667
Manatee	109,164	42,275	69,893	7,347	23,937	252,616
Marion	134,745	1,720	6,560	22,358	6,599	171,982
Martin	25,647	7,895	14,221	133	40,019	87,915
Miami-Dade	297,848	38,690	297,815	269,075	9,658,712	10,562,140
Monroe	32,167	2,928	22,503	6,986	26,593	91,177
Nassau	23,644	15,511	2,428	10,046	4,962	56,591
Okaloosa	63,153	48,371	6,718	12,092	4,032	134,366
Okeechobee	10,449	2,101	231	1,555	1,904	16,240
Orange	1,021,579	194,899	238,639	76,415	208,019	1,739,551
Osceola	249,056	47,516	58,180	18,630	50,715	424,097
Palm Beach	523,739	255,483	753,674	229,934	791,996	2,554,826
Pasco	152,132	18,156	64,120	11,584	40,525	286,517
Pinellas	2,095,359	932,782	5,097	65,892	148,273	3,247,403
Polk	275,565	2,599	53,859	45,283	48,253	425,559
Putnam	8,921	54,067	0	0	78,631	141,619
Santa Rosa	9,557	10,992	9	2	19,006	39,566
Sarasota	64,941	22,838	79,594	14,172	707,135	888,680
Seminole	247,085	47,139	57,719	18,482	50,314	420,739
St Johns	50,838	0	750	18,015	264,481	334,084
St Lucie	56,983	51,960	64,924	12,105	91,874	277,846
Sumter	18,382	15,817	13,369	12,971	22,476	83,015
Suwannee	19,454	884	167	0	759	21,264
Taylor	3,872	4,361	5,156	152	5,863	19,404
Union	7,243	0	2,461	632	0	10,336
Volusia	166,613	66,279	145,181	12,284	335,315	725,672
Wakulla	6,900	681	1,784	3,049	815	13,229
Walton	24,077	8,607	16,408	1,875	1,333	52,300
Washington	12,060	1,579	7,688	0	324	21,651
<b>TOTAL</b>	<b>7,377,411</b>	<b>2,935,656</b>	<b>3,264,670</b>	<b>1,365,147</b>	<b>14,288,398</b>	<b>29,231,282</b>

## 2013-14 Trips by Type of Passenger

County	Elderly	Children	Low Income	Disabled	Low Income/Disabled	Other	Total
Alachua	30,795	10,940	21,492	11,330	36,200	0	110,757
Baker	9,361	850	5,831	15	0	5,543	21,600
Bay	36,548	27,898	13,112	9,988	7,402	5,630	100,578
Bradford	4,851	510	5,112	597	11,133	0	22,203
Brevard	476,637	53,771	278,469	158,345	65,522	43,681	1,076,425
Broward	725,138	99,646	36,440	193,706	154,196	75,517	1,284,643
Calhoun	5,238	163	999	967	506	811	8,684
Charlotte	75,608	28	7,171	4,596	466	5	87,874
Citrus	42,409	2,562	12,977	128,145	3,516	54,956	244,565
Clay	48,023	1,415	0	28,712	15,629	59,584	153,363
Collier	60,312	0	24,153	0	0	0	84,465
Columbia	12,348	1,265	0	0	0	44,593	58,206
Desoto	7,874	1,129	4,537	2,926	4,408	3,422	24,296
Dixie	3,764	782	1,818	68	176	0	6,608
Duval	112,705	81,804	39,187	39,049	13,162	78,969	364,876
Escambia	56,092	11,712	21,974	21,393	730	50,852	162,753
Flagler	48,997	4,900	2,205	1,323	7,056	33,514	97,995
Franklin	3,690	926	2,185	73	417	773	8,064
Gadsden	35,785	256	20,360	158	6,732	42,583	105,874
Gilchrist	2,261	357	1,245	96	146	0	4,105
Glades	1,747	94	33	0	1,817	0	3,691
Gulf	13,124	2,278	4,867	2	1,899	441	22,611
Hamilton	4,715	492	0	0	0	7,542	12,749
Hardee	7,255	760	4,476	4,290	1,994	5,233	24,008
Hendry	16,906	1,469	19,072	0	7,870	0	45,317
Hernando	47,946	14,114	16,313	61,017	2,500	2,000	143,890
Highlands	34,628	2,896	13,541	15,522	51,567	8,318	126,472
Hillsborough	331,654	37,559	359,742	76,098	209,038	12,479	1,026,570
Holmes	17,409	8,296	1,530	1,042	2,120	298	30,695
Indian River	16,128	110	1,551	2,481	9,971	775	31,016
Jackson	17,427	548	16,501	61	761	6,507	41,805
Jefferson	5,408	78	8,039	419	0	0	13,944
Lafayette	2,008	334	894	33	150	0	3,419
Lake	60,821	32,877	27,196	16,885	57,590	10,319	205,688

Continued on the next page

## 2013-14 Trips by Type of Passenger

County	Elderly	Children	Low Income	Disabled	Low Income/Disabled	Other	Total
Lee	49,565	16,991	6,839	12,499	35,825	15,625	137,344
Leon	31,955	37,917	29,945	24,954	0	0	124,771
Levy	9,676	146	16,477	3,089	12,160	15,932	57,480
Liberty	19,294	5,064	6,270	2,102	45	51	32,826
Madison	5,916	44	6,445	2,054	772	3,436	18,667
Manatee	45,612	21,174	9,823	82	130,579	45,346	252,616
Marion	100,189	40,736	16,199	9,918	3,340	1,600	171,982
Martin	17,111	3,200	20,032	17,127	14,445	16,000	87,915
Miami-Dade	822,923	191,713	19,495	75,440	63,478	9,389,091	10,562,140
Monroe	31,651	8,413	14,726	57	30,249	6,081	91,177
Nassau	36,425	1,674	10,338	2,364	1,007	4,783	56,591
Okaloosa	22,582	17,306	34,956	16,062	14,172	29,288	134,366
Okeechobee	8,762	903	3,096	1,440	803	1,236	16,240
Orange	604,233	78,137	141,283	526,915	346,188	42,795	1,739,551
Osceola	147,311	19,049	34,444	128,460	84,400	10,433	424,097
Palm Beach	954,399	20,604	1,170,439	369,289	34,484	5,611	2,554,826
Pasco	70,843	50,424	68,418	54,420	20,351	22,061	286,517
Pinellas	1,797,354	242,770	318,273	179,242	619,389	90,375	3,247,403
Polk	118,741	63,743	113,964	78,775	33,921	16,415	425,559
Putnam	0	1,745	0	0	0	139,874	141,619
Santa Rosa	9,038	424	5,975	0	0	24,129	39,566
Sarasota	171,337	994	663,200	39,686	13,463	0	888,680
Seminole	146,144	18,899	34,172	127,443	83,731	10,350	420,739
St Johns	251,626	4,617	24,271	25,879	17,497	10,194	334,084
St Lucie	91,951	19,133	18,309	2,744	139,607	6,102	277,846
Sumter	23,111	21,769	15,827	1,426	18,067	2,815	83,015
Suwannee	6,170	997	0	0	0	14,097	21,264
Taylor	6,908	181	4,645	708	491	6,471	19,404
Union	2,231	3,061	2,448	0	2,596	0	10,336
Volusia	300,404	189,604	0	233,447	0	2,217	725,672
Wakulla	8,058	1,024	104	315	3,728	0	13,229
Walton	32,714	10,215	3,601	3,282	1,689	799	52,300
Washington	11,307	5,106	1,498	2,130	550	1,060	21,651
<b>TOTAL</b>	<b>8,331,153</b>	<b>1,500,596</b>	<b>3,788,534</b>	<b>2,720,686</b>	<b>2,401,701</b>	<b>10,488,612</b>	<b>29,231,282</b>

## 2013-14 Summary of Vehicle Information

County	CTC Vehicle Miles	Transp Oper Vehicle Miles	Coord Contr Vehicle Miles	School Bus Miles	Total Vehicle Miles	Revenue Miles	Number of Roadcalls
Alachua	1,237,430	14,322	0	0	1,251,752	1,242,002	36
Baker	353,108	0	0	0	353,108	305,493	8
Bay	275,367	3,548	18,002	0	296,917	225,813	12
Bradford	131,419	0	84,768	0	216,187	185,186	0
Brevard	874,139	1,997,476	0	7,896	2,879,511	2,619,791	53
Broward	2	7,704,193	1,323,595	0	9,027,790	7,232,366	61
Calhoun	150,848	0	0	0	150,848	124,031	4
Charlotte	305,504	88,819	0	0	394,323	329,837	56
Citrus	422,381	0	316,037	0	738,418	672,544	31
Clay	1,055,297	0	107,218	0	1,162,515	940,478	20
Collier	0	1,137,123	13,282	0	1,150,405	986,938	38
Columbia	323,442	310,551	0	0	633,993	436,492	2
Desoto	0	407,102	0	0	407,102	349,282	3
Dixie	110,120	6,367	0	0	116,487	104,253	1
Duval	1	4,610,639	0	0	4,610,640	4,027,742	478
Escambia	1,545,384	293,453	0	0	1,838,837	1,638,562	97
Flagler	967,365	0	0	0	967,365	888,044	6
Franklin	269,480	0	0	0	269,480	269,381	1
Gadsden	710,818	0	15,780	0	726,598	606,459	27
Gilchrist	89,551	2,848	0	0	92,399	80,114	1
Glades	124,869	0	14,424	0	139,293	12,274	4
Gulf	262,658	0	0	0	262,658	261,272	0
Hamilton	161,721	513,125	0	0	674,846	403,096	0
Hardee	0	494,897	10,337	0	505,234	373,898	13
Hendry	507,927	90,000	12,348	0	610,275	486,067	5
Hernando	153,480	1,040,260	384,093	0	1,577,833	1,422,045	2
Highlands	0	995,378	98,133	0	1,093,511	831,133	22
Hillsborough	1,088,716	0	5,772,287	0	6,861,003	4,407,284	515
Holmes	371,057	8,706	0	0	379,763	290,349	0
Indian River	358,038	0	0	0	358,038	300,348	8
Jackson	572,677	0	0	0	572,677	443,006	3
Jefferson	189,917	0	1,741	0	191,658	163,675	3
Lafayette	74,204	320	0	0	74,524	60,050	1
Lake	0	1,702,771	204,810	0	1,907,581	1,587,367	55

Continued on the next page (Summary of Vehicle Information page 1 of 4)

## 2013-14 Summary of Vehicle Information

County	CTC Vehicle Miles	Transp Oper Vehicle Miles	Coord Contr Vehicle Miles	School Bus Miles	Total Vehicle Miles	Revenue Miles	Number of Roadcalls
Lee	1,542,167	83,888	107,332	0	1,733,387	1,580,219	50
Leon	1,520	548,128	0	0	549,648	461,298	0
Levy	834,915	0	0	0	834,915	700,143	15
Liberty	383,063	0	0	0	383,063	363,855	1
Madison	264,196	0	3,441	0	267,637	211,797	8
Manatee	632,514	0	324,441	0	956,955	775,856	121
Marion	1,242,457	95,677	245,688	0	1,583,822	1,469,652	18
Martin	0	205,244	290,205	0	495,449	389,589	0
Miami-Dade	0	16,277,941	4,373,488	0	20,651,429	17,684,321	65
Monroe	653,592	0	425,287	0	1,078,879	936,254	2
Nassau	446,794	1,936	0	0	448,730	366,909	5
Okaloosa	0	729,121	25,779	0	754,900	629,143	11
Okeechobee	0	478,023	0	0	478,023	296,895	13
Orange	2	7,937,111	1,449,861	0	9,386,974	7,855,051	168
Osceola	2	1,935,047	353,472	0	2,288,521	1,915,041	41
Palm Beach	0	10,026,956	0	0	10,026,956	8,668,132	153
Pasco	228,195	482,257	426,492	10,790	1,147,734	1,017,731	14
Pinellas	2	4,302,760	997,509	0	5,300,271	3,917,410	142
Polk	682,367	1,368,699	438,700	0	2,489,766	2,076,914	187
Putnam	891,266	0	0	0	891,266	725,490	18
St Johns	1,112,702	0	0	0	1,112,702	912,415	15
St Lucie	0	687,663	660,352	0	1,348,015	1,013,177	48
Santa Rosa	471,026	14,131	1	0	485,158	406,654	14
Sarasota	1,776,217	1,064,724	166,594	0	3,007,535	2,526,882	4
Seminole	2	1,919,717	350,672	0	2,270,391	1,899,870	41
Sumter	0	688,233	79,609	0	767,842	622,319	24
Suwannee	161,721	244,781	0	0	406,502	279,595	0
Taylor	176,175	0	5,180	0	181,355	147,156	5
Union	129,784	0	0	0	129,784	112,683	3
Volusia	1,368,226	1,069,211	227,720	0	2,665,157	2,362,900	220
Wakulla	251,829	0	0	0	251,829	231,629	0
Walton	669,944	28,123	0	0	698,067	593,591	2
Washington	371,818	3,532	0	0	375,350	275,439	2
<b>Totals</b>	<b>26,979,416</b>	<b>71,614,801</b>	<b>19,328,678</b>	<b>18,686</b>	<b>117,941,581</b>	<b>97,732,682</b>	<b>2,976</b>

Continued on the next page (Summary of Vehicle Information page 2 of 4)

## 2013-14 Revenue Summary

County	CTD	FDOT	DCF	APD	AHCA	DOH	DOE	DOEA
Alachua	\$673,309	\$0	\$0	\$0	\$1,057,456	\$0	\$0	\$14,199
Baker	\$174,539	\$169,965	\$0	\$0	\$136,881	\$0	\$0	\$0
Bay	\$450,407	\$665,023	\$175,814	\$4,894	\$706,486	\$0	\$0	\$68,577
Bradford	\$121,231	\$174,200	\$134,677	\$0	\$136,327	\$0	\$0	\$12,211
Brevard	\$1,303,112	\$2,682,676	\$0	\$183,105	\$0	\$0	\$19,694	\$73,258
Broward	\$3,284,467	\$40,248	\$545,625	\$0	\$1,191,687	\$0	\$529,440	\$497,407
Calhoun	\$210,750	\$89,311	\$24,651	\$0	\$150,854	\$0	\$0	\$5,295
Charlotte	\$262,309	\$291,585	\$0	\$0	\$416,379	\$0	\$0	\$40,779
Citrus	\$279,571	\$558,153	\$32	\$319,214	\$415,592	\$0	\$0	\$72,856
Clay	\$421,199	\$237,947	\$145,571	\$10,915	\$345,817	\$0	\$5,184	\$61,848
Collier	\$865,101	\$149,492	\$0	\$0	\$0	\$0	\$0	\$15,834
Columbia	\$417,624	\$363,407	\$24,052	\$0	\$621,078	\$169	\$0	\$0
Desoto	\$229,809	\$158,773	\$0	\$0	\$411,725	\$0	\$301	\$7,878
Dixie	\$191,078	\$54,469	\$0	\$0	\$157,457	\$0	\$0	\$3,089
Duval	\$1,512,691	\$729,487	\$0	\$0	\$0	\$0	\$0	\$4,415
Escambia	\$586,825	\$85,000	\$21,303	\$0	\$1,053,177	\$0	\$24,794	\$106,121
Flagler	\$352,329	\$459,531	\$0	\$0	\$118,881	\$0	\$0	\$86,000
Franklin	\$161,016	\$66,090	\$0	\$0	\$235,795	\$0	\$0	\$0
Gadsden	\$329,512	\$338,263	\$24,733	\$0	\$507,186	\$875	\$0	\$0
Gilchrist	\$157,511	\$93,183	\$0	\$0	\$73,877	\$0	\$0	\$5,390
Glades	\$129,507	\$4,174	\$807	\$0	\$173,139	\$0	\$0	\$1,315
Gulf	\$201,412	\$102,750	\$24,186	\$0	\$104,063	\$0	\$0	\$10,636
Hamilton	\$208,812	\$181,703	\$0	\$0	\$595,081	\$0	\$0	\$0
Hardee	\$240,129	\$142,722	\$12,601	\$0	\$377,769	\$0	\$2,444	\$12,039
Hendry	\$518,028	\$233,775	\$36,187	\$0	\$692,556	\$0	\$0	\$5,261
Hernando	\$355,259	\$330,820	\$4,922	\$0	\$1,314,418	\$0	\$0	\$28,023
Highlands	\$453,064	\$234,575	\$70,360	\$0	\$745,133	\$374	\$0	\$32,489
Hillsborough	\$1,985,338	\$1,316,290	\$629,492	\$0	\$2,884,429	\$0	\$0	\$390,719
Holmes	\$186,024	\$68,032	\$43,076	\$0	\$167,572	\$147	\$0	\$1,616
Indian River	\$206,364	\$474,824	\$0	\$0	\$249,618	\$0	\$0	\$605
Jackson	\$366,947	\$204,246	\$109,515	\$0	\$498,603	\$294	\$0	\$39,143
Jefferson	\$162,605	\$73,555	\$26,758	\$0	\$390,987	\$808	\$0	\$0
Lafayette	\$131,325	\$96,714	\$0	\$0	\$59,731	\$0	\$0	\$4,592
Lake	\$770,430	\$1,318,689	\$487,314	\$0	\$924,079	\$0	\$0	\$129,875

Continued on the next page (Revenue Summary page 1 of 4)

## 2013-14 Revenue Summary

County	CTD	FDOT	DCF	APD	AHCA	DOH	DOE	DOEA
Lee	\$764,443	\$0	\$290,755	\$0	\$1,674,125	\$0	\$0	\$93,608
Leon	\$510,840	\$54,641	\$241,892	\$1,321	\$613,176	\$0	\$0	\$0
Levy	\$389,666	\$258,538	\$112,377	\$0	\$435,699	\$0	\$0	\$4,024
Liberty	\$261,109	\$51,996	\$0	\$0	\$73,001	\$0	\$0	\$9,000
Madison	\$201,720	\$165,989	\$39,535	\$0	\$218,611	\$0	\$781	\$0
Manatee	\$584,099	\$516,471	\$286,099	\$0	\$923,333	\$0	\$6,809	\$216,445
Marion	\$742,106	\$804,091	\$195,908	\$0	\$1,311,817	\$0	\$0	\$837
Martin	\$275,520	\$149,994	\$73,893	\$0	\$193,504	\$0	\$0	\$0
Miami-Dade	\$8,701,421	\$266,074	\$6,287,503	\$0	\$1,018,459	\$0	\$0	\$1,988,791
Monroe	\$370,420	\$141,637	\$0	\$0	\$743,318	\$32,430	\$0	\$0
Nassau	\$293,458	\$386,927	\$0	\$0	\$233,932	\$0	\$0	\$84,281
Okaloosa	\$325,239	\$1,008,413	\$30,313	\$0	\$253,230	\$0	\$1,290	\$41,777
Okeechobee	\$253,555	\$38,616	\$0	\$0	\$394,252	\$0	\$0	\$11,864
Orange	\$2,426,862	\$0	\$1,055,287	\$0	\$3,625,528	\$0	\$0	\$638,156
Osceola	\$591,662	\$0	\$257,277	\$0	\$883,894	\$0	\$0	\$155,581
Palm Beach	\$2,739,629	\$0	\$0	\$0	\$0	\$0	\$0	\$350,319
Pasco	\$567,914	\$492,599	\$27,641	\$177,646	\$715,374	\$0	\$13,350	\$258,149
Pinellas	\$2,194,506	\$854,317	\$1,578,432	\$64,900	\$3,051,233	\$0	\$30,762	\$0
Polk	\$1,106,978	\$987,535	\$161,594	\$0	\$2,160,218	\$21,881	\$135,790	\$209,118
Putnam	\$364,546	\$968,330	\$232,936	\$0	\$414,465	\$0	\$0	\$0
Santa Rosa	\$372,617	\$89,976	\$86,849	\$0	\$327,096	\$0	\$22,875	\$0
Sarasota	\$628,274	\$377,509	\$92,567	\$134,526	\$0	\$0	\$0	\$0
Seminole	\$586,975	\$0	\$255,238	\$0	\$876,892	\$0	\$0	\$154,348
St Johns	\$470,168	\$1,294,324	\$0	\$0	\$427,868	\$0	\$0	\$0
St Lucie	\$519,525	\$608,506	\$159,896	\$0	\$0	\$4,671	\$0	\$62,149
Sumter	\$297,941	\$407,441	\$84,851	\$0	\$237,586	\$0	\$0	\$35,742
Suwannee	\$208,812	\$181,703	\$982	\$0	\$601,982	\$554	\$1,935	\$0
Taylor	\$193,912	\$103,146	\$0	\$0	\$216,829	\$122	\$5,605	\$0
Union	\$90,907	\$97,026	\$0	\$0	\$108,396	\$0	\$0	\$6,320
Volusia	\$1,052,132	\$1,601,325	\$0	\$2,915	\$0	\$0	\$25,751	\$59,680
Wakulla	\$185,575	\$117,228	\$2,380	\$0	\$49,889	\$0	\$0	\$1,715
Walton	\$372,095	\$173,340	\$53,164	\$0	\$232,848	\$0	\$35	\$9,072
Washington	\$176,883	\$138,943	\$52,522	\$0	\$190,954	\$0	\$0	\$437
<b>Totals</b>	<b>\$46,721,143</b>	<b>\$24,526,307</b>	<b>\$14,201,567</b>	<b>\$899,436</b>	<b>\$39,121,342</b>	<b>\$62,325</b>	<b>\$826,840</b>	<b>\$6,122,883</b>

Continued on the next page (Revenue Summary page 2 of 4)

## 2013-14 Revenue Summary

County	DCA	WAGES	DJJ	OTHER FED	LOCAL GOVT	LOCAL NON	FAREBOX	Total
Alachua	\$0	\$0	\$0	\$0	\$1,595,367	\$0	\$31,914	\$3,372,245
Baker	\$0	\$0	\$0	\$10,187	\$99,837	\$140,707	\$24,124	\$756,240
Bay	\$0	\$0	\$0	\$390,953	\$929	\$1,408	\$31,237	\$2,495,728
Bradford	\$0	\$0	\$0	\$0	\$0	\$22,908	\$0	\$601,554
Brevard	\$0	\$0	\$0	\$107,476	\$948,114	\$33,500	\$622,036	\$5,972,971
Broward	\$0	\$0	\$0	\$297,652	\$19,700,518	\$533,506	\$1,685,283	\$28,305,833
Calhoun	\$0	\$0	\$0	\$0	\$22,627	\$30,351	\$5,893	\$539,732
Charlotte	\$0	\$0	\$0	\$0	\$903,635	\$7,915	\$65,641	\$1,988,243
Citrus	\$0	\$0	\$0	\$0	\$478,254	\$106,989	\$73,680	\$2,304,341
Clay	\$0	\$0	\$0	\$239,858	\$456,171	\$283,260	\$105,980	\$2,313,750
Collier	\$0	\$0	\$0	\$285,752	\$2,387,875	\$124,088	\$189,685	\$4,017,827
Columbia	\$0	\$0	\$0	\$3,334	\$24,492	\$7,881	\$10,621	\$1,472,658
Desoto	\$0	\$0	\$0	\$0	\$17,998	\$0	\$13,254	\$839,738
Dixie	\$0	\$0	\$0	\$0	\$0	\$21,231	\$0	\$427,324
Duval	\$0	\$0	\$0	\$0	\$10,820,368	\$0	\$901,024	\$13,967,985
Escambia	\$0	\$52,283	\$0	\$0	\$1,085,322	\$16,030	\$142,249	\$3,173,104
Flagler	\$0	\$0	\$0	\$0	\$358,419	\$0	\$101,998	\$1,477,158
Franklin	\$0	\$0	\$0	\$3,773	\$76,485	\$9,393	\$1,329	\$553,881
Gadsden	\$0	\$0	\$0	\$0	\$168,894	\$97,935	\$75,208	\$1,542,606
Gilchrist	\$0	\$0	\$0	\$0	\$0	\$17,501	\$0	\$347,462
Glades	\$0	\$0	\$0	\$0	\$269	\$14,531	\$2,553	\$326,295
Gulf	\$0	\$0	\$0	\$5,650	\$24,517	\$34,003	\$17,340	\$524,557
Hamilton	\$0	\$0	\$0	\$1,667	\$12,884	\$959	\$5,290	\$1,006,396
Hardee	\$0	\$0	\$0	\$70,238	\$24,546	\$148	\$1,347	\$883,983
Hendry	\$0	\$0	\$0	\$0	\$33,092	\$66,336	\$20,680	\$1,605,915
Hernando	\$0	\$0	\$0	\$1,805	\$23,229	\$0	\$92,202	\$2,150,678
Highlands	\$0	\$0	\$0	\$251,373	\$52,242	\$11,244	\$6,949	\$1,857,803
Hillsborough	\$90,914	\$0	\$0	\$1,077,965	\$5,263,888	\$895,008	\$594,659	\$15,128,702
Holmes	\$0	\$0	\$0	\$15,702	\$676	\$20,575	\$17,352	\$520,772
Indian River	\$0	\$0	\$0	\$0	\$109,267	\$900	\$32,690	\$1,074,268
Jackson	\$4,020	\$0	\$0	\$0	\$26,545	\$81,343	\$47,112	\$1,377,768
Jefferson	\$0	\$0	\$0	\$0	\$0	\$17,949	\$23,868	\$696,530
Lafayette	\$0	\$0	\$0	\$0	\$0	\$20,799	\$0	\$313,161
Lake	\$0	\$0	\$0	\$0	\$1,554,701	\$57,873	\$95,054	\$5,338,015

Continued on the next page (Revenue Summary page 3 of 4)

## 2013-14 Revenue Summary

County	DCA	WAGES	DJJ	OTHER FED	LOCAL GOVT	LOCAL NON	FAREBOX	Total
Lee	\$0	\$0	\$0	\$896	\$0	\$308,938	\$36,351	\$3,169,116
Leon	\$0	\$0	\$0	\$0	\$342,613	\$0	\$57,018	\$1,821,501
Levy	\$0	\$0	\$0	\$0	\$401,504	\$0	\$42,130	\$1,643,938
Liberty	\$0	\$0	\$0	\$0	\$27,972	\$17,321	\$0	\$440,399
Madison	\$0	\$0	\$0	\$0	\$6,381	\$13,737	\$34,291	\$681,045
Manatee	\$0	\$0	\$0	\$90,315	\$1,380,807	\$126,864	\$143,804	\$4,275,046
Marion	\$0	\$0	\$0	\$0	\$1,115,168	\$55,659	\$100,935	\$4,326,521
Martin	\$0	\$0	\$0	\$120,000	\$27,556	\$0	\$5,632	\$846,099
Miami-Dade	\$0	\$0	\$112,320	\$0	\$44,378,141	\$11,698,679	\$5,657,530	\$80,108,918
Monroe	\$0	\$0	\$0	\$0	\$937,789	\$15,928	\$27,235	\$2,268,757
Nassau	\$0	\$0	\$0	\$0	\$0	\$20,794	\$27,070	\$1,046,462
Okaloosa	\$0	\$3	\$0	\$82,804	\$28,480	\$3,092	\$117,821	\$1,892,462
Okeechobee	\$0	\$0	\$0	\$18,992	\$20,822	\$0	\$3,045	\$741,146
Orange	\$0	\$0	\$0	\$1,950,887	\$7,058,402	\$38,913	\$1,293,340	\$18,087,375
Osceola	\$0	\$0	\$0	\$475,621	\$1,720,820	\$9,487	\$315,312	\$4,409,654
Palm Beach	\$0	\$0	\$0	\$0	\$23,727,553	\$0	\$1,918,186	\$28,735,687
Pasco	\$0	\$0	\$0	\$213,608	\$271,502	\$587,557	\$82,065	\$3,407,405
Pinellas	\$695,609	\$0	\$0	\$408,503	\$4,605,268	\$723,822	\$1,604,203	\$15,811,555
Polk	\$0	\$8,671	\$629	\$0	\$3,389,197	\$745,300	\$63,029	\$8,989,940
Putnam	\$0	\$400	\$0	\$84,499	\$44,400	\$125,996	\$71,728	\$2,307,300
Santa Rosa	\$0	\$17,428	\$0	\$13,693	\$18,000	\$1,171	\$15,945	\$965,650
Sarasota	\$0	\$0	\$0	\$5,245	\$4,905,625	\$97,754	\$402,280	\$6,643,780
Seminole	\$0	\$0	\$0	\$471,853	\$1,707,188	\$9,412	\$312,814	\$4,374,720
St Johns	\$0	\$0	\$0	\$0	\$374,644	\$278,678	\$100,761	\$2,946,443
St Lucie	\$0	\$0	\$0	\$286,816	\$1,493,737	\$345,574	\$87,421	\$3,568,295
Sumter	\$0	\$76,227	\$0	\$0	\$691,508	\$37,649	\$34,645	\$1,903,590
Suwannee	\$0	\$0	\$0	\$3,407	\$15,072	\$7,098	\$5,290	\$1,026,835
Taylor	\$0	\$0	\$0	\$0	\$48,962	\$9,004	\$29,214	\$606,794
Union	\$0	\$0	\$0	\$0	\$34,462	\$32,120	\$0	\$369,231
Volusia	\$0	\$0	\$0	\$28,696	\$2,740,551	\$454,422	\$399,167	\$6,364,639
Wakulla	\$0	\$0	\$0	\$0	\$28,288	\$0	\$15,570	\$400,645
Walton	\$0	\$0	\$0	\$24,066	\$22,838	\$0	\$37,914	\$925,372
Washington	\$0	\$0	\$0	\$4,517	\$6,857	\$18,388	\$16,578	\$606,079
<b>Totals</b>	<b>\$790,543</b>	<b>\$155,012</b>	<b>\$112,949</b>	<b>\$7,047,803</b>	<b>\$147,843,268</b>	<b>\$18,459,628</b>	<b>\$18,096,576</b>	<b>\$324,987,622</b>

(Revenue Summary page 4 of 4)

## 2013-14 Other Reported Data

County	Nutritional Unmet Trip Requests	Life Sust/Other Unmet Trip Requests	Reason Denied- Lack of Funding	Reason Denied- Lack of Vehicle Available	Reason Denied- Lack of Driver Available	Reason Denied- Other	Passenger No-Shows	Complaints	Commendations
Alachua	0	0	0	0	0	0	10,154	29	67
Baker	0	0	0	0	0	0	49	0	0
Bay	0	1	0	0	0	0	48	27	0
Bradford	0	21	0	0	0	0	174	3	0
Brevard	0	4	0	0	0	0	11,482	12	159
Broward	287	19	9,312	74	264	8	20,137	4,640	573
Calhoun	0	0	0	0	0	0	29	0	1
Charlotte	3	14	0	0	0	0	865	67	8
Citrus	42	242	0	0	0	0	1,399	17	19
Clay	52	13	141	22	0	49	1,410	22	19
Collier	0	21	0	0	0	29	2,332	16	12
Columbia	0	4	3	2	7	0	1,437	10	3
Desoto	111	16	87	0	0	188	664	19	12
Dixie	0	0	0	0	0	0	64	1	0
Duval	0	0	0	0	0	0	12,235	1,316	797
Escambia	0	360	0	0	0	0	4,486	37	8
Flagler	3	70	0	0	0	0	1,465	7	3
Franklin	0	0	0	0	10	0	4	0	0
Gadsden	0	0	0	0	0	0	1,405	0	0
Gilchrist	0	0	0	0	0	0	13	0	0
Glades	0	0	0	0	0	0	238	2	0
Gulf	1	0	0	20	7	11	73	1	1
Hamilton	0	6	0	6	10	0	108	7	1
Hardee	1	591	1,117	15	26	450	401	9	5
Hendry	0	0	221	0	0	0	762	6	0
Hernando	100	175	0	0	0	0	1,157	25	75
Highlands	2	907	1,019	10	83	633	2,877	36	20
Hillsborough	62	0	0	0	0	0	18,721	225	216
Holmes	0	0	0	0	0	0	105	3	0
Indian River	0	0	0	0	0	0	978	20	1
Jackson	0	37	0	0	249	0	279	2	0
Jefferson	0	0	0	0	0	0	166	0	0
Lafayette	0	0	0	0	0	0	7	0	0
Lake	0	0	4,659	0	0	0	5,651	161	50

Continued on the next page (Other Reported Data page 3 of 4)

## 2013-14 Other Reported Data

County	Nutritional Unmet Trip Requests	Life Sust/Other Unmet Trip Requests	Reason Denied- Lack of Funding	Reason Denied- Lack of Vehicle Available	Reason Denied- Lack of Driver Available	Reason Denied- Other	Passenger No-Shows	Complaints	Commendations
Lee	852	0	8,523	0	0	0	4,047	67	2
Leon	18	4	0	0	0	0	586	62	8
Levy	0	0	0	0	0	0	1,501	2	21
Liberty	0	0	6	3	3	0	25	1	4
Madison	0	0	0	0	0	0	229	0	0
Manatee	18	116	0	5	734	38	1,053	51	55
Marion	15	117	0	0	0	0	6,651	25	32
Martin	0	6	0	0	0	167	129	15	32
Miami-Dade	60	15	0	0	0	0	47,515	4,633	40
Monroe	0	0	0	0	0	0	836	0	0
Nassau	39	13	0	0	0	0	2,361	0	0
Okaloosa	5	132	0	0	0	0	515	5	0
Okeechobee	0	29	97	10	32	43	651	9	5
Orange	6,819	4,729	0	0	0	0	46,443	244	189
Osceola	1,662	1,153	0	0	0	0	11,323	59	46
Palm Beach	0	0	0	0	0	0	24,468	2,117	1,288
Pasco	0	140	140	0	0	0	2,392	26	10
Pinellas	11	619	0	0	0	1,424	10,468	364	20
Polk	0	16	3	56	0	75	7,300	106	18
Putnam	0	0	0	0	0	0	1,708	3	5
St Johns	0	0	0	0	0	0	766	5	12
St Lucie	4,546	0	41,524	0	0	0	1,811	11	7
Santa Rosa	0	55	0	0	0	0	1,008	5	1
Sarasota	915	2,003	0	0	0	0	860	152	27
Seminole	1,649	1,144	0	0	0	0	11,233	59	46
Sumter	2	57	0	222	8	1	400	15	187
Suwannee	0	5	7	3	18	3	890	7	1
Taylor	0	0	0	0	0	0	170	0	0
Union	0	25	0	0	0	0	80	0	0
Volusia	0	0	0	0	0	0	6,453	270	150
Wakulla	0	0	0	0	0	0	4	0	1
Walton	2	4	0	0	0	0	279	7	0
Washington	0	0	0	0	0	0	184	2	1
<b>Totals</b>	<b>17,277</b>	<b>12,883</b>	<b>66,859</b>	<b>448</b>	<b>1,451</b>	<b>3,119</b>	<b>295,714</b>	<b>15,042</b>	<b>4,258</b>

(Other Reported Data page 4 of 4)

## **TAYLOR COUNTY BOARD OF COMMISSIONERS**

### ***County Commission Agenda Item***

**SUBJECT/TITLE:**



Board to hold first of two public hearings at 6:20 pm to discuss and receive public input regarding the upcoming funding cycle and possible grant submission for the 2016-2017 Florida Department of State Cultural Facilities Grant Program. Grants staff is recommending this grant be submitted requesting funding assistance for an additional phase of the rehabilitation of Forest Capital Hall. The second public hearing will be held May 19, 2015 at 6:00pm.

**MEETING DATE REQUESTED:**

May 4, 2015

**Statement of Issue:** Board to hold first of two public hearings to discuss and receive public input regarding the upcoming funding cycle and possible grant submission for the 2016-2017 Cultural Facilities Grant Program.

**Recommended Action:** Not applicable at this time.

**Fiscal Impact:** The 2016-2017 funding cycle is currently open until June 1, 2015. This grant program requires a 1:1 match. Match funds will not be needed until after July 1, 2016.

**Budgeted Expense:** Y/N See Above

**Submitted By:** Melody Cox

**Contact:** Melody Cox

### **SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** The Cultural Facilities Grant Programs funding cycle is open until June 1, 2015 for FY 2016-2017. This is a highly competitive grant and after grant applications are ranked, presentations are given before a panel selected by the Department of Cultural Affairs for final ranking. The first phase of the rehabilitation of Forest Capital Hall is currently underway with funding assistance in the amount of \$215,550 provided by this grant program.

**Attachments:** Information on improvements needed at Forest Capital Hall

- Total Support and Revenue
  - Not-for-profit, tax-exempt organizations
  - Municipal or county governments (public entities)
    - Important, but not required
- Current Architectural Plans
- Local Support
- Submitting an Application
  - Application Form
    - Attachments and Support Materials
- Review Process (How your application will be reviewed)
  - Review Criteria and Scoring
  - Panel Review Meeting
    - Meeting Procedure
  - Florida Council on Arts and Culture Review
- Funding Process (How applications are funded)
  - What if a new application is not funded?
    - Why Rollover?
    - Rollover Update
    - Removal from the Rollover List
- Help

---

## About this Document

---

The guidelines detail application policies and requirements for a Cultural Facilities Program grant and are incorporated by reference into Rule 1T-1.039, Florida Administrative Code.

They do not apply to other Division programs such as Specific Cultural Project, State Touring, Fast Track, Individual Artist Fellowship, General Support or Cultural Endowment. For more information about these programs, visit <http://dos.myflorida.com/cultural/grants/grant-programs/cultural-facilities/>.

---

## ~~Purpose of this grant~~

---

The Cultural Facilities Program coordinates and guides the State of Florida's support and funding of renovation, new construction, or acquisition of cultural facilities.

A cultural facility is a building which shall be used for the programming, production, presentation, exhibition of any of the arts and cultural disciplines (Section 265.283(7), Florida Statutes). These disciplines include music, dance, theatre, creative writing, literature, architecture, painting, sculpture, folk arts, photography, crafts, media arts, visual arts, and programs of museums.

## Grant Period

Awarded grant funds must be spent on project expenses incurred during the grant period (July 1, 2016–June 1, 2018) and after the grant award agreement has been fully executed.

## Request Amount

You may request up to \$500,000 for the renovation, acquisition, or construction of a cultural facility. There is no minimum request amount.

---

## Restrictions (This grant may not be used for...)

---

This grant may not be used for:

- Specific non-allowable expenses
- Project planning (such as feasibility studies and architectural drawings, or operational support)
- Historic Preservation
- Projects or facilities restricted to private or exclusive participation, including restriction of access to programs on the basis of sex, race, creed, national origin, disability, age, or marital status
- Projects funded by the Legislature outside of this grant during the same fiscal year

## Non-Allowable Expenses

Grant funds may not be spent on the following:

- General Operating Expenses (GOE). Administrative costs for running the organization (including but not limited to salaries, travel, personnel, office supplies, mortgage or rent, operating overhead or indirect costs, etc.)
- Costs associated with representation, proposal, or grant application preparation
- Costs incurred or obligated outside of the grant period
- Costs for lobbying or attempting to influence federal, state or local legislation, the judicial branch, or any state agency
- Costs for planning, which include those for preliminary and schematic drawings, and design development documents necessary to carry out the project
- Costs associated with bad debts, contingencies (money set aside for possible expenses), fines and penalties, interest, taxes (of any kind), and other financial costs including bank fees and charges and credit card debts
- Costs for travel, private entertainment, food, beverages, plaques, awards, or scholarships
- Projects restricted to private or exclusive participation, including restriction of access to programs on the basis of sex, race, creed, national origin, disability, age, or marital status
- Re-granting, contributions, and donations
- Reimbursement of costs that are paid prior to the execution of the Grant Award Agreement or outside the dates stated in the grant award agreement
- Also refer to Section 216.348, Florida Statutes, Fixed capital outlay grants and aids to certain nonprofit entities.

<b>Total Support and Revenue</b>	<b>Required Match</b>
less than \$1,000,001	1:1
\$1,000,001 or more with a REDI waiver	1:1
\$1,000,001 or more without a REDI waiver	2:1

## **REDI Waiver**

The Rural Economic Development Initiative (REDI) recognizes those rural or economically distressed counties or communities designated pursuant to Sections 288.0656 and 288.06561, *Florida Statutes*, as REDI qualified. The REDI program is administered by the Florida Department of Economic Opportunity.

**Applicants in a REDI designated area must only provide \$1 of required match for every \$1 requested from the state regardless of their Total Support and Revenue.**

Applicants that seek a REDI waiver must submit a letter from the county government acknowledging the application and requesting a reduction of the 2:1 match (reduced to 1:1) on behalf of the applicant. This letter must be submitted with the application package.

For more information about REDI, including a list of eligible counties and communities, see the official REDI website at <http://www.florida-redi.com>.

## **Types of Match**

There are four types of match:

- Cash on Hand (Liquid Assets)
- Expenditures
- Irrevocable Pledges
- Documented In-Kind Contributions

At least 25% of match must be cash-on-hand.

No more than 50% of the match may be irrevocable pledges or in-kind contributions.

**Non-profit organizations** must have all match complete and confirmed at the time of application.

**Municipalities and counties (public entities)** must submit a copy of the approved resolution with the application package. The resolution should include the dollar amount dedicated and available to the project if the grant is awarded and the date the funds will be available.

Resolutions that have not been approved by the application deadline cannot be used as match documentation. Funding, as indicated by the resolution, must be made available within 90 days

## Lobby at Forest Capital Hall





**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**



Board to ratify the County Administrator's signature on the t-hangar lease agreement at Perry Foley Airport for William Kuersteiner. Mr. Kuersteiner currently leases a t-hangar and this agreement will renew his current lease for another year.

**MEETING DATE REQUESTED:**

May 4, 2015

**Statement of Issue:** Board to ratify the County Administrator's signature on the t-hangar lease agreement at Perry Foley Airport for William Kuersteiner.

**Recommended Action:** Board to ratify the County Administrator's signature on the t-hangar lease agreement for Mr.Kuersteiner.

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

**Submitted By:** Melody Cox

**Contact:** Melody Cox

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** This lease agreement renews Mr. Kuersteiner's existing lease until April 30, 2016. The terms of the previous lease agreement have not changed. The Lessee has provided Airport staff copies of required insurance documentation.

**Attachments:** Lease Agreement for William Kuersteiner



# TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

ANNE 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 107 Phone  
(850) 838-3501 Fax

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

## Perry-Foley Airport Hangar Lease Agreement

This **HANGAR LEASE AGREEMENT** (the "Agreement") entered into as of this 30<sup>th</sup> day of April, 2015 by and between Board of County Commissioners of Taylor County, Florida ("Lessor") and William Kuersteiner ("Lessee") in Consideration of the mutual covenants and agreements herein mentioned to be performed by the respective parties, and in consideration of the rental herein after designated to be paid, Lessor hereby leases, rents, lets and demises unto Lessee, its successors, grantees and assigns, and Lessee does hereby hire and rent the below described property:

### 1. Lease of the Hangar:

Lessor hereby leases to Lessee Hangar# 2 (the "Hangar") located at Perry-Foley Airport, 517 Industrial Drive Perry, Florida 32348 the Hangar shall be used and occupied by Lessee solely for the storage of the following described aircraft:

Make/Model/Color: Piper PA-30 A/W/B

Registration No. 1138760 (the "Aircraft"), or any other similar aircraft owned or leased by Lessee (the "Substitute Aircraft"), provided Lessee has obtained the written consent of Lessor to store the substitute Aircraft in the Hangar, all provision of this Agreement applicable to the Aircraft shall also be applicable to the Substitute Aircraft.

### 2. Term:

The term of this agreement shall commence on the 1<sup>st</sup> day of May, 2015, and shall continue in effect from month to month, being automatically renewed each month, unless terminated under the terms of this Agreement. However, the Lessor shall have the unilateral, right to reevaluate the lease agreement every ninety days (90) to assess the Lessee's compliance with the lease. The period of the Hangar Lease Agreement is one (1) year.

3. **Rent:**

For the use of the Hangar, Lessee shall pay the Lessor the amount of \$160.00 lease and \$11.20 tax for a total of \$171.20 per month, payable in advance before the first day of each month. This rate shall be reviewed annually by the Airport Manager, and the Airport Advisory Committee the rental rates shall be re-determined based on the change in the Consumer Price Index, all products as published by the United States Department of Commerce. Subsequent to such review, the monthly rental rate may be charged upon thirty days (30) notice to the Lessee. If the Lessee makes any monthly payments more than ten days (10) after the payment is due and owing, the Airport Manager reserves the right to assess one and one-half percent (1 ½%) charge per month (annualized rate of 18%) beginning with the eleventh (11<sup>th</sup>) day after payment is due. All rate changes will be approved by the Taylor County Board of Commissioners. In the event that the termination of the term with respect to any of the particular premises, facilities, rights, licenses, services or privileges as herein provided falls on any date other than the first day or last day of a calendar month, the applicable rentals, fees and charges for that month shall be paid for said month on a pro rata basis according to the number of days in that month during which the particular premises, facilities, rights, licenses, services or privileges were enjoyed. Checks shall be made payable to: Taylor County Board of Commissioners and mailed or delivered to 401 Industrial Park Drive, Perry, Florida 32348.

4. **Service Provided:**

**Aircraft T-Hangar defined.**

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

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

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

**5. Obligations of the Lessee:**

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

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

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

e. Environmental Laws:

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

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

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

f. Fire and Building Codes/Extinguisher:

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

g. Access:

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

h. Termination:

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

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

i. **Regulatory Review:**

Copies of the regulations outlined in Section 5 **Obligations of the Lessee** can be viewed at the Airport Manager's office.

6. **Sublease/Assignments:**

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

7. **Condition of Premises:**

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

8. **Alterations:**

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

9. **Insurance:**

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

in force. If the Lessee fails to provide or is unable to provide proof of the insurance at any time, the Lessor shall have the authority to terminate the Lease Agreement. Every aircraft owned or operated by any Lessee and/or user of a T-Hangar shall have insurance coverage in amounts not less than the following:

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

**10. Casualty:**

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

**11. Indemnity-Force Majeure:**

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

**12. Disclaimer of Liability:**

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

**13. Default:**

This Agreement shall be breached if:

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

In the event of any breach of this Agreement of Lessee, Lessor shall, at its option, and without further notice, have the right to terminate this Agreement and to remove the aircraft and any other property of Lessee from the Hangar using such force as may be necessary, without being deemed guilty of trespass, breach of peace or forcible entry and detainer, and Lessee expressly waives the service of any notice. Exercise by Lessor of either or both of the rights specified above shall not prejudice

Lessor's right to pursue any other legal remedy available to Lessor in law or equity including, but not limited to, court costs and attorneys' fees for bringing legal action against the Lessee.

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

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

**Governing Law:**

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

**15. Relationship of Parties:**

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

**16. Appurtenant Privileges:**

**a. Use of Airport Facilities:**

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

**b. Maintenance of Airport Facilities:**

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

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

**17. Nonexclusive Rights:**

Notwithstanding anything herein contained that may be, or appear to be, to the contrary, it is expressly understood and agreed that the rights granted under this Agreement are nonexclusive and

the Lessor herein reserves the right to grant similar privileges to another Lessee or other Lessees on other parts of the Airport.

18. **Remedies Cumulative:**

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

19. **Notice:**

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

1. If to Lessor Representative, address to:

PERRY – FOLEY AIRPORT

401 INDUSTRIAL PARK DR.

PERRY, FL. 32348

ATTN: MELODY COX

2. If to Lessee, address to:

WILLIAM KUERSTEINER

8 STINSON TAXIWAY

OCHLOCKONEE BAY, FL. 32346

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

20. **Integration:**

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

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

21. **Waiver:**

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

22. **Entire Agreement:**

This Agreement constitutes the entire understanding between the parties, and as of its effective date; supersedes all prior or independent agreements between parties covering the subject matter hereof. Any change or modification must be in writing, signed by both parties.

23. **Severability:**

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

24. **Successors Bound:**

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

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

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

**Lessor: Taylor County Board of County Commissioners, Florida**

By: Melody Culp

**Title: Airport Director or Airport Manager**

**Lessee:**

By: \_\_\_\_\_

Title: Owner

By: \_\_\_\_\_  
Attested by: Annie Mae Murphy- Clerk of Court

By: [Signature]  
County Administrator or  
Chairman of the Board of Commissioners

12

## **TAYLOR COUNTY BOARD OF COMMISSIONERS**

### ***County Commission Agenda Item***

**SUBJECT/TITLE:**

Board to ratify the County Administrator's signature on the t-hangar lease agreement at Perry Foley Airport for Paul Calafiore. Mr. Calafiore currently leases a t-hangar and this agreement will renew his current lease for another year.

**MEETING DATE REQUESTED:**

May 4, 2015

**Statement of Issue:** Board to ratify the County Administrator's signature on the t-hangar lease agreement at Perry Foley Airport for Paul Calafiore.

**Recommended Action:** Board to ratify the County Administrator's signature on the t-hangar lease agreement for Mr. Calafiore.

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

**Submitted By:** Melody Cox

**Contact:** Melody Cox

### **SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** This lease agreement renews Mr. Calafiore's existing lease until April 30, 2016. The terms of the previous lease agreement have not changed. The Lessee has provided Airport staff copies of required insurance documentation.

**Attachments:** Lease Agreement for Paul Calafiore



# 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 107 Phone  
(850) 838-3501 Fax

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

## Perry-Foley Airport Hangar Lease Agreement

This **HANGAR LEASE AGREEMENT** (the "Agreement") entered into as of this 20 day of April, 2015 by and between Board of County Commissioners of Taylor County, Florida ("Lessor") and Paul Calafiore ("Lessee") in Consideration of the mutual covenants and agreements herein mentioned to be performed by the respective parties, and in consideration of the rental herein after designated to be paid, Lessor hereby leases, rents, lets and demises unto Lessee, its successors, grantees and assigns, and Lessee does hereby hire and rent the below described property:

### 1. Lease of the Hangar:

Lessor hereby leases to Lessee Hangar# 4 (the "Hangar") located at Perry-Foley Airport, 517 Industrial Drive Perry, Florida 32348 the Hangar shall be used and occupied by Lessee solely for the storage of the following described aircraft:

Make/Model/Color: FLIGHT DESIGN CTSW WHITE

Registration No. N295CT (the "Aircraft"), or any other similar aircraft owned or leased by Lessee (the "Substitute Aircraft"), provided Lessee has obtained the written consent of Lessor to store the substitute Aircraft in the Hangar, all provision of this Agreement applicable to the Aircraft shall also be applicable to the Substitute Aircraft.

### 2. Term:

The term of this agreement shall commence on the 1<sup>st</sup> day of May, 2015, and shall continue in effect from month to month, being automatically renewed each month, unless terminated under the terms of this Agreement. However, the Lessor shall have the unilateral, right to reevaluate the lease agreement every ninety days (90) to assess the Lessee's compliance with the lease. The period of the Hangar Lease Agreement is one (1) year.

3. **Rent:**

For the use of the Hangar, Lessee shall pay the Lessor the amount of \$160.00 lease and \$11.20 tax for a total of \$171.20 per month, payable in advance before the first day of each month. This rate shall be reviewed annually by the Airport Manager, and the Airport Advisory Committee the rental rates shall be re-determined based on the change in the Consumer Price Index, all products as published by the United States Department of Commerce. Subsequent to such review, the monthly rental rate may be charged upon thirty days (30) notice to the Lessee. If the Lessee makes any monthly payments more than ten days (10) after the payment is due and owing, the Airport Manager reserves the right to assess one and one-half percent (1 ½%) charge per month (annualized rate of 18%) beginning with the eleventh (11<sup>th</sup>) day after payment is due. All rate changes will be approved by the Taylor County Board of Commissioners. In the event that the termination of the term with respect to any of the particular premises, facilities, rights, licenses, services or privileges as herein provided falls on any date other than the first day or last day of a calendar month, the applicable rentals, fees and charges for that month shall be paid for said month on a pro rata basis according to the number of days in that month during which the particular premises, facilities, rights, licenses, services or privileges were enjoyed. Checks shall be made payable to: Taylor County Board of Commissioners and mailed or delivered to 401 Industrial Park Drive, Perry, Florida 32348.

4. **Service Provided:**

**Aircraft T-Hangar defined.**

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

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

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

**5. Obligations of the Lessee:**

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

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

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

e. Environmental Laws:

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

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

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

f. Fire and Building Codes/Extinguisher:

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

g. Access:

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

h. Termination:

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

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

i. **Regulatory Review:**

Copies of the regulations outlined in Section 5 Obligations of the Lessee can be viewed at the Airport Manager's office.

6. **Sublease/Assignments:**

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

7. **Condition of Premises:**

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

8. **Alterations:**

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

9. **Insurance:**

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

in force. If the Lessee fails to provide or is unable to provide proof of the insurance at any time, the Lessor shall have the authority to terminate the Lease Agreement. Every aircraft owned or operated by any Lessee and/or user of a T-Hangar shall have insurance coverage in amounts not less than the following:

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

**10. Casualty:**

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

**11. Indemnity-Force Majeure:**

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

**12. Disclaimer of Liability:**

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

**13. Default:**

This Agreement shall be breached if:

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

In the event of any breach of this Agreement of Lessee, Lessor shall, at its option, and without further notice, have the right to terminate this Agreement and to remove the aircraft and any other property of Lessee from the Hangar using such force as may be necessary, without being deemed guilty of trespass, breach of peace or forcible entry and detainer, and Lessee expressly waives the service of any notice. Exercise by Lessor of either or both of the rights specified above shall not prejudice

Lessor's right to pursue any other legal remedy available to Lessor in law or equity including, but not limited to, court costs and attorneys' fees for bringing legal action against the Lessee.

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

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

**Governing Law:**

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

**15. Relationship of Parties:**

The relationship between Lessor and Lessee shall always and only be that of Lessor and Lessee.

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

**16. Appurtenant Privileges:**

a. Use of Airport Facilities:

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

b. Maintenance of Airport Facilities:

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

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

**17. Nonexclusive Rights:**

Notwithstanding anything herein contained that may be, or appear to be, to the contrary, it is expressly understood and agreed that the rights granted under this Agreement are nonexclusive and

the Lessor herein reserves the right to grant similar privileges to another Lessee or other Lessees on other parts of the Airport.

**18. Remedies Cumulative:**

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

**19. Notice:**

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

1. If to Lessor Representative, address to:

PERRY – FOLEY AIRPORT

401 INDUSTRIAL PARK DR.

PERRY, FL. 32348

ATTN: MELODY COX

2. If to Lessee, address to:

PAUL CALAFIORE

22137 S. GULF VIEW DR.

PERRY, FL. 32348

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

**20. Integration:**

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

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

**21. Waiver:**

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

22. **Entire Agreement:**

This Agreement constitutes the entire understanding between the parties, and as of its effective date; supersedes all prior or independent agreements between parties covering the subject matter hereof. Any change or modification must be in writing, signed by both parties.

23. **Severability:**

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

24. **Successors Bound:**

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

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

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

Lessor: **Taylor County Board of County Commissioners, Florida**

By: Melody Cox

Title: **Airport Director or Airport Manager**

Lessee: \_\_\_\_\_

By: Paul Calafione

Title: Owner

By: \_\_\_\_\_

Attested by: Annie Mae Murphy- Clerk of Court

By: Paul Calafione  
County Administrator or  
Chairman of the Board of Commissioners

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

Board to consider appointing two new members to the Construction Industry Licensing Board.

**MEETING DATE REQUESTED:**

May 4, 2015

**Statement of Issue:** The Construction Industry Licensing Board has two vacancies due to one members term expiring and another members request to be removed from the Board.

**Recommendation:** Appoint Mr. Dale Rowell to the Licensing Board for a two (2) year term period from 3/31/15 to 3/31/17 and appoint Mr. Earl Ketring for the remainder of a two (2) year term from 3/31/14 to 3/31/16.

**Fiscal Impact:** N/A

**Budgeted Expense:** Yes ☐ No ☐ N/A ☒

**Submitted By:** Danny Griner

**Contact:** building.director@taylorcountygov.com

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** Mr. Scott Holden, whose term expired on 3/31/15, and Mr. Karl Weiss no longer wish to be members of the Licensing Board. County staff advertised in the local paper for the vacancies in the local paper for a two (2) week period. Mr. Dale Rowell and Mr. Earl Ketring were the only applicants to respond.

- Options:**
1. Appoint Mr. Dale Rowell and Mr. Earl Ketring to the Licensing Board.
  2. Do not appoint Mr. Dale Rowell and Mr. Earl Ketring to the Licensing Board.

- Attachments:**
1. Copy of advertisement.

24/7 Claims Service  
Call 1-866-275-7322

813 S. Washington St. Perry

**FARM  
BUREAU**  
INSURANCE

FLAUPR00111

\*Florida Farm Bureau General Insurance Co.  
\*Florida Farm Bureau Casualty Insurance Co.  
\*Southern Farm Bureau Life Insurance Co. Jackson, MS

Auto • Home  
Life • Health

2-77-15

The Taylor County Construction Industry Licensing Board has openings for volunteer board members. If you have construction experience and are interested in this volunteer position, please contact Jami Boothby at the Taylor County Building Department at 838-3500 Ext. 110 or come by the Taylor County Building Department located at 201 E. Green Street, Perry, Florida.

H  
A  
P  
P  
Y  
  
B  
I  
R  
T  
H  
D  
A  
Y



C  
O  
L  
T  
  
W  
H  
I  
D  
D  
O  
N

**Turns 5 years old**  
Tuesday, March 3, 2015

Love you,  
Granny Dubose

TAYLOR COUNTY BOARD OF COMMISSIONERS	
County Commission Agenda Item	
SUBJECT/TITLE:	Roadside Mowing
MEETING DATE REQUESTED:	May 4, 2015

**Statement of Issue**    Roadside Mowing Contract

**Recommended Action** Award Roadside Mowing Contract to Lowest Bidder, Kerry Puhl  
Lawnworks, Inc.

**Fiscal Impact**            \$97,440.00

**Submitted By:**            Public Works    **Contact:** Andy McLeod

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:**    Mow approximately 1100 acres of County Right-of-way in 5  
cycles

**Options:**                    Approve or Disapprove

**Attachments:**              Recommendation letter from bid committee  
Contract Specifications  
Contract

**BID SUMMARY**  
**ROADSIDE RIGHT-OF-WAY MOWING**  
**2015 - 2018**

<b>BIDDER</b>	<b>BID PACKAGE</b>	<b>BID AMOUNT PER ACRE</b>
Taylor Maid, Inc. Vero Beach, FL	Complete	\$18.75
Keen Forest Mgt, Inc. Mayo, FL	Complete	\$18.95
Sand Endeavors, Inc. Alachua, FL	Complete	\$65.00
LiBitto Services, Inc. Perry, FL	Complete	\$19.94
Kerry Puhl Lawnworks, Inc. Perry, FL	Complete	\$16.24

Recommend award of Roadside Right-Of-Way Mowing to low bidder, **Kerry Puhl Lawnworks, Inc. of Perry, FL**, for the amount of \$16.24 per acre.

Dustin Hinkle

Andy McLeod

Danny Griner

\_\_\_\_\_  
*Andy McLeod*  
\_\_\_\_\_  
*W D Griner*  
\_\_\_\_\_

**CONTRACT FOR  
TAYLOR COUNTY  
ROADSIDE RIGHT-OF-WAY MOWING**

This contract made the \_\_\_\_\_ day of \_\_\_\_\_, 2015, between TAYLOR COUNTY, hereinafter called the County, and \_\_\_\_\_, hereinafter called the Contractor.

**WITNESSETH**, that the County and Contractor for the consideration stated herein agrees as follows:

**SCOPE OF WORK:** The Contractor shall perform everything required to be performed and shall provide and furnish all the labor, necessary tools, herbicide treatment, expendable equipment and all utility and transportation services required to perform and complete in a workmanlike manner, all the work required in connection with maintaining County roadside right-of-way by litter removal, weed eating, and mowing approximately 1,100 acres at a frequency of 3 to 4 times per year or as directed by the Director of Public Works. Mowing shall be along both road shoulders from the edge of the roadway to the currently maintained and cleared mow limit.

**CONTRACT PRICE:** The County shall pay to the Contractor for the performance of this contract, subject to any additions or deductions provided therein, in current funds, the sum of \$\_\_\_\_\_ per acre, satisfactorily mowed. Payment for acres mowed is subject to acceptance and approval by the County Public Works Director and will be at the end of each mowing cycle based on invoices furnished by the Contractor.

**CONTRACT TERM:** This contract shall be for 3 years (36 months) period commencing April 1, 2015 and ending March 31, 2018. This contract may be renewed at the end of said 36 months period for an additional term of (1) year under terms and conditions agreed to by both the County and the Contractor. If the Contractor desires or decides not to renew the contract for the additional (1) year, they shall notify the other party by certified mail no later than 60 days prior to the end of the contract term. The County retains the right to vary the acres to be mowed and to adjust both the frequency of mowing as well as to extend or shorten the mowing period.

**ASSIGNMENTS:** This contract shall not be sublet, transferred, assigned or otherwise conveyed by the Contractor without prior written approval of the County.

If the County determines that the performance of the Contractor is not satisfactory, the County shall have the option of (a) immediately terminating the contract, or (b) notifying the Contractor of the deficiency with a requirement that the deficiency be corrected within a specified time. Failure to correct such deficiencies in the specified time will result in the Contractor being declared in default and the contract may be terminated.

If the contract is terminated for cause before performance is completed, the Contractor shall be paid for the work units satisfactorily accomplished and accepted, at the contract unit price.

**DEFAULT OF CONTRACT:** If the Contractor fails to begin the work under the contract within the time heretofore specified, or fails to perform the work with sufficient workmen and equipment or with sufficient materials to assure the prompt completion of the contract, or performs the work unsuitably or neglects or refuses to remove materials to perform a new or discontinues the prosecution of the work, or fails to resume work which has been discontinued within a reasonable time after notice to do so, or becomes insolvent or is declared bankrupt, or files for reorganization under the bankruptcy code, or commits any act of bankruptcy or insolvency, either voluntarily for a period of ten (10) calendar days, or makes an assignment for the benefit of creditors, or fails to comply with contract requirements, minimum wage payments or EEO requirements, or for any reasonable cause becomes unsatisfactory in the opinion

of the County, the County will give notice in writing to the Contractor or his surety of such delay, neglect, or default.

If the Contractor, within a period of ten (10) calendar days after the notice described above, shall not proceed to correct the conditions of which complaint is made, the County shall, have full power or authority, without violating the contract, to take the prosecution of the work out of the hands of the Contractor and to declare the contract in default.

**PRESERVATION OF PROPERTY:** The Contractor shall preserve from damage, all property associated with, or which is in the vicinity of, or is in any way affected by the work. This applies to public and private property and/or utilities. Any damage occurring to such properties shall be immediately repaired at the expense of the Contractor.

**HOLD HARMLESS AND INSURANCE:** To the extent allowed by law, the Contractor shall indemnify, defend and save and hold harmless, the County, all of its officers, agents or employees from all suits, actions, claims, demands, liabilities of any nature whatsoever arising out of, because of, or due to breach of this agreement by the Contractor, its sub-consultants, agents or employees or due to any negligent act or occurrence of omission or commission of the of the Contractor, its subcontractors, agents, or employees. Neither Contractor nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the County or any of its officers, agents or employees.

**GENERAL LIABILITY INSURANCE:** The Contractor shall carry and keep in force during the period of this contract a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance of one million dollars (\$1,000,000.00), for services and work to be rendered in accordance with this contract.

The Contractor shall carry Worker's Compensation Insurance in amounts sufficient to secure the benefits of the Florida Worker's Compensation Law with a company in Florida on all employees working on County property for services and work to be rendered in accordance with this contract.

Certificates of such insurance shall be filed with the County **prior to beginning work under this contract** and shall be subject to approval for adequacy of protection.

**PERMITS, RULES & REGULATIONS:** It shall be the Contractors responsibility to secure all permits necessary to conduct the work in accordance with required regulations and to notify all applicable utilities for parties affected by his operations. He shall further be responsible for all fees associated with the performance of this contract. The Contractor agrees to abide by all applicable State and Federal laws, rules and regulations including, but not limited to the Florida Department of Environmental Regulation, Florida Department of Natural Resources, Environmental Protection Agency.

**ACCESS TO RECORDS:** The Contractor agrees to provide access to those records, books and documents which pertain to this project during the project period and for a three (3) year period thereafter.

**VENUE:** Taylor County, Florida, shall be the proper venue for any litigation involving this contact.

**COMPONENT PARTS OF THIS CONTRACT:** This contract consists of the following component parts, all of which are as fully a part of this contract as if herein set out verbatim or, if not attached, as if hereto attached.

- (a) The Advertisement for Bids
- (b) Instructions to Bidders
- (c) The Contractor's Proposal
- (d) This Instrument

In the event that any provision in any of the above component parts of this contract conflicts with any provisions in the component part first enumerated above shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated.

**AUTHORIZED PERSONNEL:** The Contractor is to contact the following for any correspondence or questions regarding this project: Andy McLeod, County Public Works Director, 587 East US 27, Perry, Florida 32347; telephone number (850) 838-3528.

**IN WITNESS WHEREOF**, the parties hereto have caused this instrument to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**BOARD OF COUNTY COMMISSIONERS  
TAYLOR COUNTY, FLORIDA**

**BY:** \_\_\_\_\_  
**PATRICIA PATTERSON**

**BY:** \_\_\_\_\_  
**CONTRACTOR**

**ATTESTED:** \_\_\_\_\_  
**ANNIE MAE MURPHY, CLERK**

**WITNESS:** \_\_\_\_\_  
**FOR THE CONTRACTOR**

**WITNESS:** \_\_\_\_\_  
**FOR THE CONTRACTOR**

## **SPECIFICATIONS FOR ROADSIDE RIGHT-OF-WAY MOWING**

The contractor agrees to perform the following work in Taylor County, Florida for the County;

**SCOPE OF WORK:** To maintain county road right-of-way by mowing during the prescribed time period and at the required frequency. Contract term to begin April 1, 2015 and end on March 31, 2018, to mow approximately 1,100 acres at a frequency of 3 to 4 times or as otherwise directed by the Taylor County Director of Public Works. Mowing shall be along both sides of road right-of-ways from the edge of the roadway (pavement) to the currently maintained and cleared mow limit. The exact location of the County Roads to be mowed is filed with and in the County Public Works Department. This contract shall be for a 3 year (36 month) period commencing April 1, 2015, and ending on March 31, 2018. This contract may be renewed at the end of said (36 month) period for an additional term of (1) year under terms and conditions agreed to by both the County and the Contractor. If the Contractor desires or decides not to renew the contract for the additional (1) year, it shall notify the County by certified mail no later than 60 days prior to the end of the contract term.

The County retains the right to vary the acres to be mowed and to adjust both the frequency of mowing as well as to extend or shorten the mowing period. The mowing schedule is under the direction of the County Public Works Director and payment for acres mowed will be at the end of each mowing cycle based on invoices furnished for work completed and approved. Mowing shall be conducted during daylight hours unless previously approved by the County Public Works Director. Mowing shall be done with accepted safe work practices and there shall be minimum interference with public access to and use of County Roads. The mowing shall be performed to minimize mowing debris on private property and public right-of-way.

This contract shall not be sublet, transferred, assigned or otherwise conveyed by the contractor without prior written approval of the Board of County Commissioners.

The contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies required to complete the work in accordance with the work plan, specifications, procedures and terms of the contract.

**REGISTRATIONS AND PERMITS:** The contractor shall be required to register all vehicles operated under this contract in accordance with F. S. 320. A notarized affidavit from the Contractor stating that all vehicles they operate are registered in compliance with F. S. 320 will be acceptable as indication of compliance with this requirement. No payments may be made on this contract until the County has such proof on file. Failure by the Contractor to register all motor vehicles operated under this contract will be cause for disqualification of the Contractor.

It shall be the Contractor's responsibility to secure all permits necessary to conduct the work in accordance with required regulations and to notify all applicable utilities or parties affected by his operations. He shall further be responsible for all fees associated with the performance of this contract.

No work shall be performed under the provisions of this contract on any properties outside the limits of the County right-of-way.

**WORK SCHEDULE:** In general, all work shall be performed during daylight hours. For special operations, night work may be allowed if so authorized by the written approval of the Director of Public Works. No work shall be done when weather conditions limit good visibility to less than 500 feet.

**PRESERVATION OF PROPERTY:** The Contractor shall preserve from damage all property associated with, or which is in the vicinity of, or is in any way affected by, the work. This applies to public and private property and/or utilities.

**HOLD HARMLESS:** To the extent allowed by law, the Contractor shall indemnify, defend and save and hold harmless, the County, all of its officers, agents or employees from all suits, actions, claims, demands, liabilities of any nature whatsoever arising out of, because of, or due to breach of this agreement by the Contractor, its sub-consultants, agents, or employees or due to any negligent act or occurrence of omission or commission of the Contractor, its subcontractors, agents, or employees. Neither Contractor nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property caused or resulting from the sole negligence of the County or any of its officers, agents or employees.

**GENERAL LIABILITY INSURANCE:** The contractor shall carry and keep in force during the period of this contract a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance of one million dollars (\$1,000,000.00), for the services and work to be rendered in accordance with this contract.

Certificates of such insurance shall be filed with the County prior to beginning work under this contract and shall be subject to approval for adequacy of protection.

**WORKER'S COMPENSATION INSURANCE:** The Contractor shall provide Worker's Compensation Insurance in amounts sufficient to secure the benefits of the Florida Worker's Compensation Law for all of his employees. The Contractor shall insure that the employees of a subcontractor are covered by similar insurance.

**DESCRIPTION:** The work in this section consists of the routine mowing of grassed or vegetated roadside areas with conventional high production style mowing equipment. Vegetation shall consist of all grass, part grass and part succulent weed growth or all succulent weed growth within the area to be mowed.

**MOWING AREAS:** A map of areas to be mowed may be reviewed at the County Public Works Department. Roads are subject to be added or deleted at the discretion of the Director of Public Works.

Roadside mowing encompasses the routinely mowed areas of shoulders, front and back slopes of ditches of less than 3:1 slope, roadside ditch bottoms, median islands and similar areas conducive to the use of high production equipment.

Mowing shall conform to previously established mowing limits.

The County may require mowing of additional areas, in which case it shall allow payment for the additional areas.

**QUANTITY AND FREQUENCY OF MOWING:** The mowing acres specified in this contract, approximately one thousand one hundred (1100) acres, represents the mowing to be accomplished. The area and limits of mowing have been previously established and are distinguished in the field. Areas have been inventoried and calculated as to quantity. It shall be the responsibility of the contractor to verify the amount of mowing to be accomplished under this contract. Any discrepancies or disagreements concerning quantities shall be mutually resolved prior to beginning work in any area in question.

**EQUIPMENT:** All equipment shall be equipped with safety devices properly maintained at all times the equipment is in use. Safety devices to prevent flying debris shall be installed and maintained.

If the Director of Public Works determines that equipment is deficient in safety devices, the Contractor shall be notified immediately. The Contractor shall remove the equipment from service immediately and until the deficiency is corrected to the satisfaction of the Director.

Inspection and approval of the Contractor's equipment by the Director of Public Works shall not relieve the Contractor of responsibility or liability for injury to persons or damage to property caused by the operation of the equipment.

Equipment which damages curbs, pavement or turf in any way shall not be allowed.

The Contractor is required to use amber flashing lights on equipment. These lights shall be used only as required in the course of the work and not be used when traveling to and from the job site.

All of the mowing equipment regularly employed on the work shall be painted a color of high visibility.

The equipment used by the Contractor must be in good repair and shall be maintained so as to produce a clean, sharp cut and uniform distribution of the cuttings at all times. The mowers shall be constructed such that the height of cut can be adjusted to a minimum of six (6) inches.

The Contractor shall furnish equipment of a type and quantity to perform the work satisfactorily with the time specified herein. If in the opinion of the Director of Public Works, the Contractor has insufficient equipment on the job to satisfactorily complete the work within the required time, the Contractor shall provide additional equipment as directed by the Director.

**METHOD OF OPERATION:** The Contractor shall not begin any cutting cycle until authorized by the Director of Public Works to do so.

On the initial cutting cycle, mowing shall commence at either or both extremities of the project and proceed continuously toward the opposite end. Subsequent cycles shall follow the pattern adopted for the first cycle unless the Director of Public Works specifically authorizes the Contractor to change the pattern.

At the conclusion of each working day, all required mowing shall be completed within the longitudinal limits worked, except that no more than one (1) mile may be partially mowed.

Each cutting cycle is to be completed in its entirety prior to beginning another cycle.

When work by County forces, by other contractors, or weather conditions of a temporary nature, prevent the Contractor from cutting any areas, and such conditions are eliminated during the period designated for that mowing cycle, the Director of Public Works may require the contractor to cut these areas as part of the cycle without penalty for exceeding the time allowed. Grassed areas that are normally mowed which are saturated with standing water to the point wherein damage to the turf will occur, shall not be mowed when such conditions exist. These areas shall be mowed at subsequent cycles when required by the Director of Public Works. No deduction will be made from the pay quantities for any one area unless it exceeds one (1) acre in extent.

The Contractor will be responsible for the pickup, removal and disposal from the right-of-way of any obstacle such as wood, tires, cans, etc., that cannot be traversed by mowing equipment. It shall also be his responsibility to remove all litter from said right-of-way for a total litter control. Any litter that is mowed over and scattered shall be picked up immediately upon notification of Contractor.

The Contractor shall exercise the necessary care to preclude any source of litter by his operation.

The contractor will be responsible for the proper disposal of all road side debris and trash to a Taylor County roll-off site and will not be charged for disposing of debris or trash taken from Taylor County right-of-way.

During periods of mowing operations, the Contractor shall consult with the Director of Public Works for inspection and tentative approval of work quality being accomplished. In the event of unsatisfactory work, the Contractor shall re-mow without additional compensation those areas so that the total cutting cycle may be completed in a satisfactory manner within the specified time.

**LIMITATIONS OF OPERATION:** When mowing within ten (10) feet of the travel way, the equipment shall be operated in the direction of the traffic. This provision does not apply when the specific work site is protected by flagmen and warning signs in accordance with the Manual on Uniform Traffic Control Devices.

When necessary for mowing machines to cross bridges with full width shoulders on the right the crossing should be made on the shoulder. All bridges should be crossed with extreme care and operations planned to reduce such crossings to a minimum.

When necessary for mowing machines to cross the travel way, a location shall be selected that provides a safe and unobstructed sight distance. The operator shall stop before crossing the travel way and permit closely approaching vehicles to pass before crossing. Operations should be planned to minimize crossings.

Any equipment left on the right-of-way overnight shall be parked as close to the outside right-of-way line as possible. High visibility markers, such as traffic cones with reflective tape shall be placed adjacent to any equipment left on County right-of-way.

**QUALITY:** All grass and vegetation shall be cut to a height of six (6) inches with a maximum tolerance of 1/2 inch plus or minus unless otherwise directed by the Director of Public Works.

Mowing areas of different widths shall be connected with smooth flowing curve transitions. All cuttings shall be performed in such a manner as to result in a stand of mowed grass or vegetation cut uniformly at a nominal six (6) inch height and with no streaks or scalping. No accumulation or piling of cuttings will be allowed as a result of cleaning of the equipment.

In the event the Contractor damages the turf, curbs or pavement, he will be responsible for the repair and/or replacement thereof. This also includes sign structures, mail boxes, appurtenances, etc.

Where landscaping has been established or natural landscaping has been preserved, mowing shall conform to the established mowing contours.

The Contractor shall mow up to the limits maintained by the County around existing appurtenances located within the roadway right-of-way as directed by the Director of Public Works. Appurtenances shall include but are not limited to sign post and bases, delineator posts, fences, guardrails or barrier walls, end-walls, pipes, drainage structures, poles, guys, landscape areas, etc.

The Contractor is not required to remove grass or other vegetation cuttings from the right-of-way, nor is he required to rake or pick up the cuttings.

**WEED EATING:** The Contractor will be required to weed eat around all appurtenances located within the right-of-way. Appurtenances shall include but are not limited to sign posts and bases, delineator posts, mail box posts, fences, guardrails or barrier walls, end-walls, pipes, drainage structures, poles, guys, landscape areas, etc. Weed eating shall be performed as to create a uniform appearance with the adjacent mowed areas.

**HERBICIDE TREATMENT:** The Contractor may chose to treat problem areas that can not be mowed or are difficult to cut with a weed trimmer such as around certain culvert pipes or guard rails with a herbicide. Treatment of problem areas shall not cause an unsightly appearance and will be limited the

most difficult areas to reach. The Contractor will coordinate the use of herbicides with the Director of Public Works prior to it's use.

**PAYMENT:** The quantities to be paid for shall be the number of acres of roadside mowed in accordance with these special provisions. The quantity of the mowing areas has been predetermined by the County. These quantities shall be the pay quantities for each mowing cycle completed and accepted, provided that deduction shall be made for any areas omitted under these special provisions. Payment shall be full compensation for furnishing all equipment, materials, labor, supervision and incidentals necessary to complete all mowing operations specified.

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

THE BOARD TO RATIFY THE CHAIR'S SIGNATURE ON THE EMPLOYMENT CONTRACT FOR THE COUNTY ADMINISTRATOR AS APPROVED BY THE BOARD ON APRIL 21 AND SIGNED ON APRIL 22, 2015.

**MEETING DATE REQUESTED:**

MAY 4, 2015

**Statement of Issue:**

PAGE SIX (6) OF THE PROPOSED CONTRACT ADVERTISED FOR APPROVAL ON APRIL 21, 2015, HAD BEEN CHANGED BETWEEN THE DATE OF PUBLICATION ON THE WEBSITE AND THE DATE OF THE MEETING AND THIS CHANGE WAS INADVERTANTLY NOT BROUGHT TO THE ATTENTION OF THE BOARD PRIOR TO ITS APPROVAL.

**Recommended Action:**

RE-AFFIRM THE ACTION TAKEN BY THE BOARD ON APRIL 21, 2015 AND RATIFY THE CHAIR'S SIGNATURE.

**Fiscal Impact:**

**Budgeted Expense:** YES

**Submitted By:** PAT PATTERSON, CHAIR

**Contact:****SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS****History, Facts & Issues:****Options:****Attachments:**

PAGE SIX OF THE OLD AND THE NEW CONTRACTS INDICATING THE CHANGED PARAGRAPH

Employee, during the term of this AGREEMENT, becomes permanently disabled due to a "serious medical condition" as the term is used in Section 5.C. of this Agreement. Such option shall be exercised by the County by giving notice of 90 days to Employee, sent by Certified Mail (return receipt requested) to the Employee's home address. This AGREEMENT shall cease on the 90<sup>th</sup> day after the Employee receives the notice, with the same force and effect as if the 90<sup>th</sup> day was the date originally set forth in this AGREEMENT as the termination date of this AGREEMENT. However, in such event, the Employee shall be entitled to the continuation of health and dental insurance for six months and to cash out annual and sick leave, as set forth in Section 3.A. of this Agreement.

**4. SALARY.**

A. In exchange for his services rendered pursuant to this AGREEMENT, the County agrees to pay to Employee an annual base salary of ninety thousand dollars (\$90,000.00) payable bi-weekly.

B. In addition, the County agrees to place the Employee on a pay scale advancement plan in which the County will pay to the Employee, beginning May 15, 2017, an amount equal to the amount paid to the Taylor County Clerk of the Court. This pay scale advancement plan shall be implemented by two annual increases, commencing on May 15th of each year of the initial term of this AGREEMENT. The increased annual base salary shall be rendered forth from each date in equal amounts across Employee's base salary bi-weekly pay.

**5. HEALTH INSURANCE, LIFE INSURANCE, FMLA.**

A. The County shall pay the full amount required annually for the cost of a health plan of the Employee's choosing with the County's current health insurance provider for the Employee, Employee's spouse, and Employee's children, if any.

B. The County shall provide and pay for a term life insurance policy on the life of the Employee with a face value of twice his annual salary payable to the beneficiary or beneficiaries designated by the Employee.

Employee, during the term of this AGREEMENT, becomes permanently disabled due to a "serious medical condition" as the term is used in Section 5.C. of this Agreement. Such option shall be exercised by the County by giving notice of 90 days to Employee, sent by Certified Mail (return receipt requested) to the Employee's home address. This AGREEMENT shall cease on the 90<sup>th</sup> day after the Employee receives the notice, with the same force and effect as if the 90<sup>th</sup> day was the date originally set forth in this AGREEMENT as the termination date of this AGREEMENT. However, in such event, the Employee shall be entitled to the continuation of health and dental insurance for six months and to cash out annual and sick leave, as set forth in Section 3.A. of this Agreement.

#### **4. SALARY.**

A. In exchange for his services rendered pursuant to this AGREEMENT, the County agrees to pay to Employee an annual base salary of ninety thousand dollars (\$90,000.00) payable bi-weekly.

B. In addition, the County agrees to place the Employee on a pay scale advancement plan in which the County will pay to the Employee, beginning May 15, 2017, an amount equal to the average amount paid in salaries to the five constitutional officers serving the Board. This pay scale advancement plan shall be implemented by two annual increases, commencing on May 15th of each year of the initial term of this AGREEMENT. The increased annual base salary shall be rendered forth from each date in equal amounts across Employee's base salary bi-weekly pay.

#### **5. HEALTH INSURANCE, LIFE INSURANCE, FMLA.**

A. The County shall pay the full amount required annually for the cost of a health plan of the Employee's choosing with the County's current health insurance provider for the Employee, Employee's spouse, and Employee's children, if any.

B. The County shall provide and pay for a term life insurance policy on the life of the Employee with a face value of twice his annual salary payable to the beneficiary or beneficiaries designated by the Employee.

## **EMPLOYMENT CONTRACT**

**THIS EMPLOYMENT CONTRACT** (hereinafter, "AGREEMENT") made and entered into this 21<sup>st</sup> day of April, 2015, with a first day of employment of May 15, 2015, by and between Taylor County, Florida, a political subdivision of the State of Florida (hereinafter, "County"), and Dustin M. Hinkel (hereinafter, "Employee").

### **RECITALS**

**WHEREAS**, the County desires to employ the services of said Employee as County Administrator of Taylor County; and

**WHEREAS**, the County desires to (1) secure and retain the services of the Employee and to provide inducement for him to remain in such employment, (2) to make possible full work productivity by assuring the Employee's morale and peace of mind with respect to future security, and (3) to provide a just means for terminating the Employee's services at such a time as he may be unable to fully discharge his duties due to disability or when the County may otherwise desire to terminate his employment; and

**WHEREAS**, the Employee desires to accept employment as County Administrator of said County; and

**WHEREAS**, the Employee and the County desire to set forth in writing their understanding with respect to the Employee's employment by the County;

**NOW, THEREFORE**, in consideration of the mutual promises set forth herein, the parties hereby agree as follows:

#### **1. EMPLOYMENT, DUTIES, AND AUTHORITY.**

A. The County hereby agrees to employ said Employee as County Administrator of Taylor County to perform the functions and duties as specified below. In this position, the Employee will have the powers of County Administrator, subject to the control of the Board of County Commissioners of Taylor County, Florida (hereinafter, "Board"). The Employee will be primarily responsible for carrying out all

orders, ordinances and resolutions of the Board. The Employee shall serve as chief administrative officer of the County and the administrative head of County government.

B. The Employee shall execute his duties under the direction of the Board and shall be responsible to the Board. The Employee shall work as directed by the Board and shall not be directed by an individual Commissioner. However, any Commissioner may meet with the County Administrator to discuss his or her concerns.

C. Employee agrees to devote his full time, attention and best efforts to the performance of the employment hereunder. Employee will not, during the term of this AGREEMENT, directly or indirectly engage in any business, either as an employee, employer, consultant, principal, corporate or in any other capacity, whether or not compensated, without prior written consent of the County.

D. The Employee, as detailed in Chapter 125.74, Florida Statutes, as County Administrator, is responsible for the administration of all departments responsible to the Board and for the proper administration of all affairs under the jurisdiction of the Board. The Employee, by way of enumeration and not by way of limitation, has the following specific powers and duties:

(1) To administer and carry out the directives and policies of the Board and enforce all orders, resolutions, ordinances, and regulations of the Board to assure that they are faithfully executed.

(2) To report to the Board on action taken pursuant to any directive or policy within the time set by the Board and provide an annual report to the Board on the state of the county, the work of the previous year, and any recommendations as to actions or programs the administrator deems necessary for the improvement of the county and the welfare of its residents.

(3) To provide the Board, upon request, with data or information concerning county government and to provide advice and recommendations on county government operations to the Board.

(4) To prepare and submit to the Board for its consideration and adoption an annual operating budget, a capital budget, and a capital program.

(5) To establish the schedules and procedures to be followed by all county departments, offices, and agencies in connection with the budget and supervise and administer all phases of the budgetary process.

(6) To prepare and submit to the Board after the end of each fiscal year a complete report on the finances and administrative activities of the county for the preceding year and submit his recommendations.

(7) To supervise the care and custody of all County property.

(8) To recommend to the Board a current position classification and pay plan for all positions in county service.

(9) To develop, install, and maintain centralized budgeting, personnel, legal, and purchasing procedures.

(10) To organize the work of county departments, subject to an administrative code developed by the administrator and adopted by the Board, and review the departments, administration, and operation of the county and make recommendations pertaining thereto for reorganization by the Board.

(11) To select, employ, and supervise all personnel and fill all vacancies, positions, or employment under the jurisdiction of the Board. However, the employment of all department heads shall require confirmation by the Board.

(12) To suspend, discharge, or remove any employee under the jurisdiction of the Board pursuant to procedures adopted by the Board.

(13) To negotiate leases, contracts, and other agreements, including consultant services, for the County, subject to approval of the Board, and make recommendations concerning the nature and location of county improvements.

(14) To see that all terms and conditions in all leases, contracts, and agreements are performed and notify the Board of any noted violation thereof.

(15) To order, upon advising the Board, any agency under the administrator's jurisdiction as specified in the administrative code to undertake any task for any other agency on a temporary basis if he or she deems it necessary for the proper and efficient administration of the county government to do so.

(16) To attend all meetings of the Board with authority to participate in the discussion of any matter.

(17) To perform such other duties as may be required by the Board.

B. It is the intent of the Board to grant to the County Administrator only those powers and duties which are administrative or ministerial in nature and not to delegate any governmental power imbued in the Board as the governing body of the County pursuant to s. 1 (e), Art. VIII, Constitution of the State of Florida. To that end, the above specifically enumerated powers are to be construed as administrative in nature, and in any exercise of governmental power the County Administrator shall only be performing the duty of advising the Board in its role as the policy-setting governing body of the county.

## **2. TERMS.**

A. The initial term of this AGREEMENT shall be for a three year period commencing May 15, 2015 and ending May 14, 2018. The Board may, by vote, extend this AGREEMENT for two additional terms of one year periods. If, on or before 60 days before the expiration of this AGREEMENT (or any extension), the Board has not held a vote to extend this AGREEMENT, then this AGREEMENT will automatically extend for a one year period.

B. The employment of Employee shall be at the will of the Board. Nothing in this AGREEMENT shall prevent, limit or otherwise interfere with the right of the County to terminate the services of the Employee at any time, subject only to the provisions set forth in Sections 3. and 5. of this AGREEMENT.

C. Nothing in this AGREEMENT shall prevent, limit or otherwise interfere with the right of the Employee at any time to resign his position with the County, subject only to the provisions set forth in Section 3. of this AGREEMENT.

### **3. TERMINATION AND SEVERANCE PAY.**

A. In the event the Employee is terminated by the County before the expiration of any term of this AGREEMENT, or if this AGREEMENT is not extended at the end of any term and such termination or failure to extend this AGREEMENT is during a time when the Employee is willing and able to perform his duties under this AGREEMENT, then the County shall pay to the Employee on the final day of his employment liquidated damages in a lump sum cash payment in an amount equal to 25% of the total annual base salary payable under Section 4. of this AGREEMENT (hereinafter, "Aggregate Sum"). The County shall also provide health and dental insurance for six months commencing from the date of said termination under the same terms as if Employee were still employed by the County under this AGREEMENT. However, the County shall have no obligation to pay the Aggregate Sum, or health or dental insurance, if the AGREEMENT is terminated by the County for willful breach of this AGREEMENT or in the event that the Employee is convicted of a felony; however, in the event the Employee is terminated by the County for willful breach or conviction of a felony, the Employee shall be entitled to cash out his accumulated annual and sick leave pursuant to the same terms as other employees pursuant to the County Employee Manual in place on the date of this AGREEMENT.

B. The Employee may, at his option, be deemed to be "terminated" as contemplated by Section 3.A. on the date of any of the following events: (1) the County at any time during the term of this AGREEMENT reduces the salary or other financial benefits of the Employee, or (2) following written notice, the County refuses to comply with any other provision benefiting the Employee herein, or (3) the Employee resigns following a formal request to do so by the County, or (4) the Employee's ability to perform the duties and functions of County Administrator are materially impaired by action of the Board.

C. In the event the Employee voluntarily resigns his position with the County before the expiration of the initial term of this AGREEMENT (or any term of extension) as set forth in Section 2., the Employee shall give the County notice of 90 days in advance of any such resignation, unless the parties otherwise agree in writing.

D. Notwithstanding anything in this AGREEMENT to the contrary, the County is hereby given the option to terminate this AGREEMENT in the event that the

Employee, during the term of this AGREEMENT, becomes permanently disabled due to a "serious medical condition" as the term is used in Section 5.C. of this Agreement. Such option shall be exercised by the County by giving notice of 90 days to Employee, sent by Certified Mail (return receipt requested) to the Employee's home address. This AGREEMENT shall cease on the 90<sup>th</sup> day after the Employee receives the notice, with the same force and effect as if the 90<sup>th</sup> day was the date originally set forth in this AGREEMENT as the termination date of this AGREEMENT. However, in such event, the Employee shall be entitled to the continuation of health and dental insurance for six months and to cash out annual and sick leave, as set forth in Section 3.A. of this Agreement.

**4. SALARY.**

A. In exchange for his services rendered pursuant to this AGREEMENT, the County agrees to pay to Employee an annual base salary of ninety thousand dollars (\$90,000.00) payable bi-weekly.

B. In addition, the County agrees to place the Employee on a pay scale advancement plan in which the County will pay to the Employee, beginning May 15, 2017, an amount equal to the average amount paid in salaries to the five constitutional officers serving the Board. This pay scale advancement plan shall be implemented by two annual increases, commencing on May 15<sup>th</sup> of each year of the initial term of this AGREEMENT. The increased annual base salary shall be rendered forth from each date in equal amounts across Employee's base salary bi-weekly pay.

**5. HEALTH INSURANCE, LIFE INSURANCE, FMLA.**

A. The County shall pay the full amount required annually for the cost of a health plan of the Employee's choosing with the County's current health insurance provider for the Employee, Employee's spouse, and Employee's children, if any.

B. The County shall provide and pay for a term life insurance policy on the life of the Employee with a face value of twice his annual salary payable to the beneficiary or beneficiaries designated by the Employee.

C. The County shall provide up to a maximum of twelve (12) weeks of salary and benefits to the Employee due to his inability to perform his duties due to a "serious medical condition" or other form of incapacity as defined under the Family and Medical Leave Act (FMLA).

D. If the employee is not back to work at the end of 12 weeks due to the Employee's inability to perform his duties due to a "serious medical condition" or other form of incapacity as defined under the FMLA, the Board may terminate this AGREEMENT at its discretion, subject to the provisions of Section 3.D. of this AGREEMENT.

**6. RETIREMENT.**

Employee shall be a member of the Florida Retirement System (FRS) Senior Management Class as provided in Section 121.055(1)(b), Florida Statutes, or, in lieu of participation under the Senior Management Class, Employee may participate in the FRS Investment Plan pursuant to FRS regulations and/or another individual retirement arrangement of the Employee's choosing. Contributions will be made by the County on behalf of Employee, regardless of which option is chosen, at the rate equal to the rate paid for other members of the Senior Management Class.

**7. LEAVE ACCRUAL.**

A. The Employee shall begin his employment under this AGREEMENT with his current balance of accrued annual leave and shall earn 200 hours upon the execution of this AGREEMENT, and earn 200 hours annually on the date of this AGREEMENT.

B. The Employee shall begin his employment with his current balance of accrued sick leave and shall thereafter earn the same amount of sick leave as other employees of the County up to the maximum.

**8. PROFESSIONAL DUES, SUBSCRIPTIONS, AND EXPENSES.**

The County shall budget and pay for the Employee's professional dues, subscriptions, and related expenses necessary for his full participation in the Florida City and County Manager's Association, Florida Association of County Managers, and the

Florida Association of Counties, as well as for official travel, consistent with the Florida Statutes.

**9. AUTOMOBILE.**

The County shall furnish the Employee with his choice of an automobile from the County's fleet of vehicles.

**10. BONDING.**

The County shall bear the cost of any fidelity or other bonds required of the Employee under any law or ordinance.

**11. OTHER TERMS AND CONDITIONS OF EMPLOYMENT.**

A. The Board, in consultation with the County Administrator, shall fix any other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this AGREEMENT.

B. The Employee shall be entitled to all other benefits provided to employees of the County, except as otherwise modified herein.

C. The Employee shall be entitled to receive any and all collateral or employment benefits and working conditions as are now or are in the future accorded to department directors by the County except insofar as this AGREEMENT provides for a greater benefit, in which case this AGREEMENT shall control.

D. The County shall defend, save harmless, and indemnify the Employee against any tort, professional liability claim or demand ethics charge or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the Employee's duties as County Administrator. This provision is subject to Section 768.28, Florida Statutes, and the County shall pay no more than is authorized by said statute. The County shall not be liable in tort and save harmless or indemnify the Employee for acts or omissions by the Employee while acting outside the course and scope of his employment or committed in bad faith or with malicious purpose

or in a manner exhibiting wanton and willful disregard for human rights or property. The County waives none of the provisions of Section 768.28, Florida Statutes, and a copy of Chapter 768.28 is attached herein and marked **Exhibit A**.

**12. NOTICES.**

Any notice required to be given pursuant to the terms of this AGREEMENT shall be given in writing. Notices shall be given by deposit in the custody of the United States Postal Service via Certified Mail (return receipt requested). Notices shall be deemed effective as of the date of receipt of such written notice. Notices shall be properly addressed to the parties at their respective addresses (Employee's home address) or to any such other address as may be specified by either party in writing.

**13. ANNUAL PERFORMANCE REVIEW.**

The County Administrator is subject to an annual performance review with the format to be agreed upon by the Board and the County Administrator.

**14. GENERAL PROVISIONS.**

A. This AGREEMENT contains the entire AGREEMENT and supersedes all prior agreements and understandings, oral or written, with respect to the terms of this AGREEMENT and may be changed only by an AGREEMENT in writing, signed by both parties.

B. The waiver by the County of a breach of any of the provisions of this AGREEMENT by the Employee shall not be construed as a waiver of any subsequent breach of this AGREEMENT.

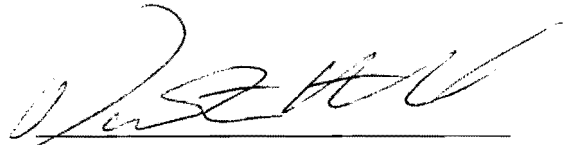
C. This AGREEMENT shall be construed and enforced in accordance with the laws of the State of Florida. The venue for any litigation arising out of this AGREEMENT shall be Taylor County, Florida.

D. Paragraph headings are for convenience only and are not intended to expand or restrict the scope or substance of the provisions of this AGREEMENT.

E. If any provision of this AGREEMENT is held by a Court of competent jurisdiction to be invalid or unenforceable, the remainder of this AGREEMENT shall remain in full force and shall in no way be impaired.

\* \* \* \* \*

IN WITNESS WHEREOF, the parties have executed this AGREEMENT as of this 21<sup>st</sup> day of April, 2015.

  
Dustin M. Hinkel

STATE OF FLORIDA  
COUNTY OF TAYLOR

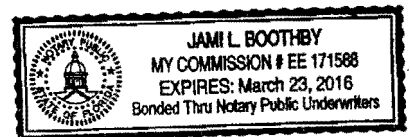
I hereby certify that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, DUSTIN M. HINKEL, who executed the foregoing in my presence, and acknowledged before me that he executed the same freely and voluntarily for the purpose therein expressed.

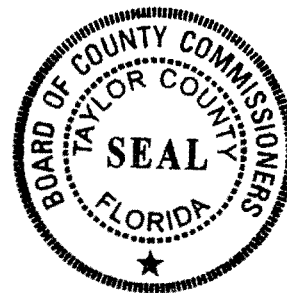
Witness my hand and official seal this 21<sup>st</sup> day of April, 2015.

  
NOTARY PUBLIC  
MY COMMISSION EXPIRES:

Personally Known ☒ or Produced Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_





ATTESTATION

Annie Mae Murphy

ANNIE MAE MURPHY  
CLERK

Patricia Patterson

PATRICIA PATTERSON,  
CHAIRMAN, BOCC

STATE OF FLORIDA

COUNTY OF TAYLOR

I hereby certify that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Patricia Patterson, who executed the foregoing in my presence, and who acknowledged before me that he/she executed the same freely and voluntarily for the purpose therein expressed.

Witness my hand and official seal this 22nd day of April, 2015.

Cynthia G. Mock

NOTARY PUBLIC

MY COMMISSION EXPIRES:

Personally Known ☒ or Produced Identification \_\_\_\_\_

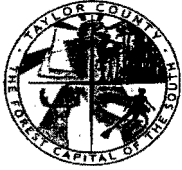
Type of Identification Produced \_\_\_\_\_



**TAYLOR COUNTY BOARD OF COMMISSIONERS**

**County Commission Agenda Item**

**SUBJECT/TITLE:**



THE BOARD TO CONSIDER APPROVAL OF LEASE AMENDMENT P00004 FOR THE PERRY VA CLINIC, AS AGENDAED BY DANNY O'QUINN, SPECIAL PROJECTS.

**MEETING DATE REQUESTED:**

MAY 4, 2015

**Statement of Issue:** THIS AMENDMENT REFLECTS COST ADJUSTMENTS FOR WORK THAT HAD BEEN AGREED ON. THE COST OF THESE ADJUSTMENTS WILL BE COVERED BY THE VETERAN'S ADMINISTRATION.

**Recommended Action:** APPROVE THE LEASE AMENDMENT

**Fiscal Impact:** NOT TO TAYLOR COUNTY

**Budgeted Expense:** N/A

**Submitted By:** DANNY OQUINN, SPECIAL PROJECTS

**Contact:**

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:**

**Options:**

**Attachments:** ITEMIZED CHANGES AND LEASE AMENDMENT

## Margaret Dunn

---

**From:** Dustin Hinkel  
**Sent:** Thursday, April 23, 2015 3:42 PM  
**To:** Danny Oquinn; rachel.griner@va.gov  
**Cc:** Margaret Dunn  
**Subject:** Fwd: VA248-13-L-0077 - PERRY VA CLINIC - CHANGE ORDER  
**Attachments:** VA248-13-L-0077 P00004.docx; ATT00001.htm; UPDATED TENANT IMPROVEMENT PROPOSAL (3-26-2015).xlsx; ATT00002.htm; BACKUP TEXT FOR TI IMPROVEMENTS - REVISION #4 (3-26-2015).xlsx; ATT00003.htm

Rachel,

I will be on vacation for some time.

Danny, please reviewed the attached and if it meets your recollection then get with Margaret to place on the Board's agenda for action.

Thanks!

Dustin Hinkel

County Administrator  
Taylor County Board of County Commissioners

[Click here to sign up for instant severe weather alerts and updates via email and text message!](#)

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.

Begin forwarded message:

**From:** "Griner, Rachel" <[Rachel.Griner@va.gov](mailto:Rachel.Griner@va.gov)>  
**Date:** April 21, 2015 at 9:16:25 AM EDT  
**To:** "[dustin.hinkel@taylorcountygov.com](mailto:dustin.hinkel@taylorcountygov.com)" <[dustin.hinkel@taylorcountygov.com](mailto:dustin.hinkel@taylorcountygov.com)>  
**Subject:** VA248-13-L-0077 - PERRY VA CLINIC - CHANGE ORDER

Mr. Hinkel, please find the attached SLA #P00004 for your review/action. Also find attached spreadsheet of most current Build-Out pricing negotiated as of 3/26/2015. Please sign and forward back to me for completion.

Thanks

Rae

*Rachel Griner, Contract Specialist*  
Network Contracting Office – 8  
Lease Team – SAO-East  
Lake City VA Medical Center

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE

LEASE AMENDMENT NO. P00004

TO LEASE NO. VA248-13-L-0077

PDN Number:

LEASE AMENDMENT

ADDRESS OF PREMISES PERRY VA CLINIC  
1224 NORTH PEACOCK AVENUE

PERRY, FLORIDA 32347

THIS AMENDMENT is made and entered into between  
TAYLOR, COUNTY OF

201 E GREEN ST

PERRY FL 323472737

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above lease in order to increase build-out costs negotiated  
In March 2015.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby  
acknowledged, covenant and agree that the said Lease is amended, effective 04-21-2015 as follows:

The purpose of this Supplemental Lease Agreement (SLA) is to change the total amount currently allocated for  
Build-out costs due to increased cost for lighting, plumbing, heat & A/C, partitions and casework.

The total amount of build-out cost has changed from \$111,705.00 to \$122,847.00, for an increase of \$11,142.00.

The total amount of this requirement has changed from \$123,384.24 to \$134,526.24, for an increase of \$11,142.00.

All other terms and conditions of the Lease Agreement, to include the annual shell rental amount of \$11,679.24,  
remain unchanged.

Funds for this action are covered under Obligation Number 573-C-43048, modification #0002.

This Lease Amendment contains \_\_\_\_\_ pages.

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Entity Name: \_\_\_\_\_

Date: \_\_\_\_\_

FOR THE GOVERNMENT:

Signature: \_\_\_\_\_

Name: RACHEL GRINER

Title: Lease Contracting Officer

Department of Veterans Affairs

Date: \_\_\_\_\_

WITNESSED FOR THE LESSOR BY:

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# ADJUSTMENTS FOR LEASE PROPOSAL - REVISION #4 3/36/2015

SECTION 3.36 LIGHTING-THE PROJECTED PROPOSAL FOR LIGHTING WAS ONLY \$1260.00 AND THE ACTUAL COST IS \$3347.70.	3.36	\$1,260.00	\$3,347.00
SECTIONS 3.29-3.31-3.32-3.30 TOGETHER WAS ALL FOR PLUMBING WITH A PROJECTED TOTAL OF \$10,259.00 AND THE ACTUAL COST IS \$13,402.77 NOT INCLUDING THE BATHROOM DISPENSERS AND PLUMBING CONNECTIONS. I HAVE NOT GOT AROUND TO PRICING THAT PART OUT YET. THIS DIFFERENCE IS PARTLY DUE TO UNFORSEEN CIRCUMSTANCES THAT WERE ENCOUNTERED LIKE WHEN THE PLUMBERS DUG UP THE DRAIN PIPES THEY WERE THE OLD CAST IRON PIPES AND THEY WERE IN VERY BAD CONDITION SO THEY HAD TO BE REPLACED.	3.29	\$100.00	\$100.00
	3.30	\$799.00	\$799.00
	3.31	\$7,710.00	\$10,853.77
	3.32	\$1,650.00	\$1,650.00
		<u>\$10,259.00</u>	<u>\$13,402.77</u>
SECTIONS 3.33-5.12 HEAT AND A/C-THE PROJECTED AMOUNT WAS \$7,882.00 AND THE ACTUAL WILL BE\$9,100.00 THIS DIFFERENCE IS DUE TO INDIVIDUAL RETURN DUCTS BEING ADDED AFTER THE PROPOSAL AND ALSO MIKE INSPECTED THE DUCTS ON THE OUTSIDE OF THE BUILDING AND SAID THEY WOULD HAVE TO BE REPLACED DUE TO THE FACT THAT THEY WERE INTERNALLY INSULATED.	3.33	\$2,882.00	\$2,882.00
	5.12	\$5,000.00	\$6,218.00
		<u>\$7,882.00</u>	<u>\$9,100.00</u>
SECTIONS 3.21-5.08- PARTITIONS- THE PROJECTED AMOUNT WAS\$862.00 AND THE ACTUAL WILL BE APPROXIMATELY \$1,544.15. THIS WAS DUE TO UNFORSEEN MATERIALS ON THE WALLS THAT HAD TO BE REPLACED. THE WALL WERE SHEETROCK THAT HAD BEEN GONE OVER WITH SOME TYPE OF STUCCO MATERIAL THAT HAD BECOME BRITTLE AND ALSO IT WAS OVER AN INCH THICK AND NOTHING WOULD HAVE MATCHED UP THAT WE COULD USE WERE REPAIRS HAD TO BE MADE. I THINK IN THE LONG RUN IT WAS BETTER TO REPLACE IT I THINK IT WOULD HAVE CAUSED PROBLEMS IN THE FUTURE.	3.21/5.08	\$862.00	\$1,544.15
SECTION 5.17-LAB ROOM 105 CASEWORK AND ROOM 103 RECEPTION WINDOWS- THE TOTAL AMOUNT PROPOSED FOR BOTH OF THESE WAS \$4,000.00 AND THE ACTUAL IS \$6,077.00 MY LOWEST BID FOR ROOM 105 CASEWORK IS \$4,695.00. THE RECEPTION WINDOWS WAS ORIGINALLY TO BE ONE SLIDER WINDOW BUT A SECOND WINDOW WAS ADDED SO A SLIDER WINDOW WILL NOT WORK AND WE ARE GOING WITH ROLL-UP WINDOWS AND MY LOWEST BID FOR THOSE IS \$1,382.00.	5.17	\$4,000.00	\$6,077.00

CONSTRUCTION PROJECT - ESTIMATE WORKSHEET					Date 3/26/2015, Rev. 4		Sheet 1 of 1	
<b>LOCATION</b> Perry VA Clinic Perry, Florida			Project Name: TAYLOR COUNTY VA CLINIC New Lease: YES Tenant Improvements			Type of Estimate <input checked="" type="checkbox"/> No Design <input checked="" type="checkbox"/> Preliminary Final Other		
Alt New Index			Building No.		Drawing No.			
VA248-13-L-0077			None					
<b>TENANT IMPROVEMENTS</b>			<b>LABOR</b>		<b>MATERIALS</b>			<b>SYSTEM</b>
	QTY	UNIT	\$/UNIT	TOTAL	QTY	UNIT	\$/UNIT	TOTAL
Supervisor	40	day	\$213	\$8,533				\$0
Mobilization	1	EA	\$4,423	\$4,423		EA		\$0
Demobilization	1	EA	\$4,423	\$4,423		EA		\$0
				0				
<b>Tenant Improvements</b>				0				
3.10 Exterior Signs					1	EA	\$1,000	\$1,000
H.D.A. Hand rail						EA	\$0	\$0
3.17 Accessibility				\$0	5	YARDS	\$95	\$475
3.18 Ceilings				\$0	1	JOB		\$3,117
3.19 Exterior and Common Area Doors and Hardware					1	JOB	\$5,980	\$5,980
3.21 and 5.08 Partitions					1	JOB	\$1,544	\$1,544
<b>Exterior Entrance Door</b>								\$0
3.23 Painting					10	GAL	\$36	\$360
3.24 Floors					47	BOX	\$47	\$2,209
Floor Glue - Product					4	GAL	\$65	\$260
3.25 Floor Covering and perimeters/glue					550	FEET	\$6	\$3,300
3.27 Electrical					1	JOB	\$1,653	\$1,653
3.29 Plumbing - hot & cold water risers and domestic waste and vent risers					2	EA	\$50	\$100
3.30 Drinking Fountain					1	LS	\$799	\$799
3.31 Restrooms (relocate 2 waterclosets, install 2 new lavatories, install 5 additional sinks, stall mirror at each sink, toilet paper dispensers in each restroom, coat hook in each restroom, sanitary napkin dispenser in each women's restroom and grab bars)				0	1	JOB	\$10,854	\$10,854
3.32 Plumbing fixtures				0	5	EA	\$330	\$1,650

CO estimated this cost element Stanley to install handrails

3/26/2015

CO Increased unit price - \$1 too low

3/36/2015

