### SUGGESTED AGENDA

**AMENDED** 

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS
PERRY, FLORIDA

REGULAR BOARD MEETING MONDAY, AUGUST 3, 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
- Approval of Agenda

### BIDS/PUBLIC HEARINGS:

4. THE BOARD TO HOLD A PUBLIC HEARING, SET FOR THIS DATE AT 6:00 P.M., OR AS SOON THEREAFTER AS POSSIBLE, REGARDING THE PASSAGE OF THE PROPOSED ORDINANCE DESIGNATING AN IDLE SPEED OR NO WAKE ZONE FOR CERTAIN AREAS OF DEKLE BEACH IN TAYLOR COUNTY, FLORIDA.

### PUBLIC REQUESTS:

- 5. THE BOARD TO HEAR FROM JIM HUNT REGARDING THE STEINHATCHEE PROJECTS BOARD
- 6. THE BOARD TO HEAR FROM ITS FINANCIAL ADVISOR, MITCH OWENS, RBC CAPITAL, REGARDING OPTIONS FOR RE-FINANCING THE BOND FOR DOCTORS' MEMORIAL HOSPITAL.

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

### CONSENT ITEMS:

- EXAMINATION AND APPROVAL OF INVOICES.
- 8. THE BOARD TO CONSIDER ADOPTION OF RESOLUTIONS TO REFLECT UNANTICIPATED MONIES IN THE GENERAL FUND, AS AGENDAED BY COUNTY FINANCE.
- 9. THE BOARD TO CONSIDER APPROVAL OF AN APPLICATION FOR A PERMIT FROM SUWANNEE RIVER WATER MANAGEMENT DISTRICT FOR RESTORATION OF STEPHENS SPRING IN STEINHATCHEE, FLORIDA, AS AGENDAED BY DUSTIN HINKEL, COUNTY ADMINISTRATOR.
- 10. THE BOARD TO REVIEW AND APPROVE A (RENEWAL) LEASE AGREEMENT BETWEEN THE TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS AND DOCTORS' MEMORIAL HOSPITAL INC., RELATING TO THE STEINHATCHEE FIRE HOUSE, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

### COUNTY STAFF ITEMS:

- 11. THE BOARD TO HEAR AN UPDATE REGARDING THE DEVELOPMENT OF KEATON BEACH COASTAL PARK, AS AGENDAED BY MELODY COX, GRANTS DIRECTOR.
- 12. THE BOARD TO APPROVE THE STATE HOUSING INITIATIVE PARTNERSHIP (SHIP) ANNUAL REPORTS FOR 2012/2013, 2013/2014, 2014/2015 AND THE ANNUAL REPORT CERTIFICATION, AS AGENDAED BY THE GRANTS DIRECTOR.
- 12A. THE BOARD TO APPROVE THE CERTIFICATE OF PARTICIPATION TO SUBMIT GRANT APPLICATION FOR THE 2015-2016 FLORIDA DEPARTMENT OF JUSTICE ASSISTANCE GRANT (JAG) PROGRAM, AS AGENDAED BY THE GRANTS DIRECTOR.

### GENERAL BUSINESS:

13. THE BOARD TO DISCUSS PLACING NO SMOKING SIGNS IN DESIGNATED AREAS AROUND THE COURTHOUSE AND TO DISCUSS DESIGNATING A SPECIFIC AREA WHERE SMOKING IS ALLOWED AROUND THE COURTHOUSE.

- 13A. THE BOARD TO CONSIDER APPROVAL OF RESOLUTION DECLARING A LOCAL STATE OF EMERGENCY DUE TO FLOODING IN STEINHATCHEE AND TAKE WHATEVER ACTION AS DEEMED NECESSARY.
- 14. THE BOARD TO REVIEW AND APPROVE A LEASE BETWEEN THE BOARD OF COUNTY COMMISSIONERS AND FIRST BAPTIST CHURCH, d/b/a OUR FATHERS STOREHOUSE, FOR A BUILDING LOCATED AT 409 EAST ASH STREET, PERRY, FLORIDA, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
- 15. THE BOARD TO SET DATES/TIMES FOR PUBLIC HEARINGS ON THE PROPOSED BUDGET FOR FY 2015/2016 AND TO SET DATES FOR OTHER MEETINGS AND WORKSHOPS.

#### COUNTY ADMINISTRATOR ITEMS:

- 16. THE BOARD TO EXTEND INVITATIONS TO THE PERRY CITY COUNCIL AND THE TAYLOR COUNTY SCHOOL BOARD TO APPOINT A REPRESENTATIVE TO THE TAYLOR COUNTY RECREATIONAL ADVISORY BOARD.
- 17. THE COUNTY ADMINISTRATOR TO DISCUSS INFORMATIONAL ITEMS.

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

### BOARD INFORMATIONAL ITEMS:

Motion to Adjourn

### FOR YOUR INFORMATION:

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



### TAYLOR COUNTY BOARD OF COMMISSIONERS

SUBJECT/TITLE:

County Commission Agenda Item
THE BOARD TO HEAR FROM JIM HUNT REGARDING THE STEINHATCHEE PROJECTS BOARD.



MEETING DATE F	REQUESTED: AUG 3, 2015
Statement of Issu	e:
Recommended A	ction:
Fiscal Impact:	
Budgeted Expens	se:
Submitted By:	
Contact:	SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS
History, Facts & I	ssues:
Options:	
Attachments:	

### TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

THE BOARD TO HEAR FROM ITS FINANCIAL ADVISOR, MITCH OWENS, RBC CAPITAL, REGARDING OPTIONS FOR RE-FINANCING THE BOND FOR DOCTORS' MEMORIAL HOSPITAL.



MEETING DATE REQUESTED: AUG 3, 2015

MEETING DATE KEGOE	JILD.	A00 3, 2013	
Statement of Issue:			
Recommended Action:			
Fiscal Impact:			
Budgeted Expense:			
Submitted By:			
Contact: <u>SUPP</u>	LEMENTAL	L MATERIAL / ISSUE A	NALYSIS
History, Facts & Issues:			
Options:			
Attachments:			

# 8

### RESOLUTION

IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the GENERAL FUND for the fiscal period ending September 30, 2015, to be in excess of the advertised budget.

BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the GENERAL FUND budget for the fiscal year ending September 30, 2015.

Amount	Account	Account Name
Revenue:		•
\$13,833	001-3312010	Emergency Management (EMPG) Grant
Expenditur	es:	
\$ 7,471	2224-51200	Salaries/Wages
\$ 572	2224-52110	Fica/Medc
\$ 537	2224-52200	Retirement
\$ 4,217	2224-52300	Health Insurance
\$ 11	2224-52320	Life Insurance
\$ 0	2224-52400	Workers'Comp.Insurance
\$ 1,025	2224-54100	Communications
\$ 0	2224-56400	Capital Outlay-Equipment
\$13,833	Total	

NOW THEREFORE BE IT RESOLVED by the Board of

Annie Mae Murphy, Clerk-Auditor

Chairman



25% of EMPG Grant for the period 7/1/15-9/30/15-Based on 2016 State FY, awarded 7/1/15)

### **DETAIL BUDGET REQUEST 2015/2016 FISCAL YEAR**

DEPARTMENT: <u>EMPG GRANT</u>

Source of Funding: 50% Federal-50% Local Match DEPARTMENT #: 2224 (07/01/15-09/30/45) 2-6

PREPARED BY:

Ex	pen	dit	ure
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Account #	Account Description	<b>Amount</b>
51200	REGULAR SALARIES & WAGES 100% Salary for EM Coordinator for 3 months 29,900 * 0.25	\$7,471
52110	FICA/MEDICARE	\$572
52200	RETIREMENT CONTRIBUTIONS WICE	\$537
52300	HEALTH INSURANCE	\$4217
52320	LIFE INSURANCE	\$ 11
54100	COMMUNICATIONS	\$1,025
56400	CAPITAL OUTLAY-EQUIPMENT	\$ 0
TOTAL		\$13,833 <sub>=</sub>

25% of \$55,330 grant award

\*\*\*REMAINING FUNDS AT 9/30/15 WILL BE REQUESTED CARRIED FORWARD TO 0224 EMPG GRANT (10/1/15 - 6/30/16)

# 13.833 # 13.833 001-3312010

1

#### RESOLUTION

IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the GENERAL FUND for the fiscal period ending September 30, 2015, to be in excess of the advertised budget. BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the GENERAL FUND budget for the fiscal year

ending September 30, 2015.

Amount	Account	Account Name
Revenue:		
\$26,451	001-3345110	Emergency Management (EMPA) Grant
Expenditu	res:	
\$11,102	1226-51200	Salaries/Wages
\$ 850	1226-52110	Fica/Medc
\$ 423	1226-52200	Retirement
\$ 4,123	1226-52300	Health Insurance
\$ 12	1226-52320	Life Insurance
\$ 0	1226-52400	Workers'Comp.Insurance
\$ 2,117	1226-53401	Contractual Services
\$ 1,250	1226-54000	Travel & Per Diem
\$ 1,724	1226-54100	Communications
\$ 4,000	1226-54300	Utility Services
\$ 500	1226-54610	R&M-Bldgs & Grounds
\$ 350	1226-54630	R&M Office Equip.
\$ 0	1226-55110	Office Copier Expense
\$26,451	Total	

NOW THEREFORE BE IT RESOLVED by the Board of

Annie Mae Murphy, Clerk-Auditor

Chairman

(25% of EMPA Grant for the period 7/1/15-9/30/15 - Based on 2016 State FY, awarded 7/1/15)



### **DETAIL BUDGET REQUEST 2015/2016 FISCAL YEAR**

+26,451

DEPARTMENT:

EMPA BASE GRANT 2015-2016

Source of Funding: 100% State
DEPARTMENT #: 1226 (07/01/15-9/30/16)

PREPARED BY:

Shurshy 7-20-15 (department head signature & date)

Expenditure Account #	Account Description	Amou	<u>nt</u>
51200	REGULAR SALARIES & WAGES 100% Salary for EM Director for 3 months	\$	11,102
52110	OVERTIMES	\$	0
52110	FICA/MEDICARE TAXES	\$	850
52200	RETIREMENT CONTRIBUTIONS	\$	423
52300	HEALTH INSURANCE	\$	4,123
52320	LIFE INSURANCE	\$	12
52400	WORKERS COMPENSATION (Paid from 1224 Local Match)	\$	0
53401	CONTRACTUAL SERVICES	\$	2,117
54000	TRAVEL & PER DIEM FEPA Conferences	\$	1,250
54100	COMMUNICATIONS Purchase and maintenance of communications equi	\$ pment	1,724
54115	POSTAGE	\$	0
54500	INSURANCE	\$	0
54300	UTILITY SERVICES	\$	4,000

54614	EXTERMINATION/PEST CONTL	\$ 0
54610	R&M BUILDINGS & GROUNDS	\$ 500
54620	R&M EQUIPMENT (Annual Gen)	\$ 0
54630	R&M OFFICE MACHINES/EQUIP	\$ 350
54640	R&M AUTOMOBILE	\$ 0
54645	R&M AUTO-COUNTY LABOR	\$ 0
54902	LEGAL ADVERTISING Red Cross Hurricane Survival Guide	\$ 0
54907	LICENSE/PERMIT/REGISTRAT	\$ 0
54910	DRUG TESTING	\$ 0
55101	OFFICE SUPPLIES	\$ 0
55102	OFFICE EQUIPMENT/FURNITURE <\$1,000	\$ 0
55103	EQUIPMENT <\$1,000	\$ 0
55110	OFFICE COPIER EXPENSE	\$ 0
55201	GEN. OPERATING SUPPLIES	\$ 0
55210	PETROLEUM	\$ 0
55202	SAFETY PRODUCTS/SUPPLIES	\$ 0
55220	TOOLS & IMPLEMENTS	\$ 0
55230	COMPUTER SOFTWARE	\$ 0
55250	UNIFORMS	\$ 0
55401	BOOKS/PUBL/SUB/MEMB/TRAIN.	\$ 0
56200	CAPITAL OUTLAY BUILDING	\$ 0
56300	CAPITAL/INFRASTRUCTURE	\$ 0

CAPITAL OUTLAY/EQUIPMENT 56400 0 0 56402 **CAPITAL OUTLAY/SOFTWARE** 26,451 26,451 (001-3345110)
EQUESTED TO 11915 **TOTAL** \$

**REQUEST IS 25% of \$105,806 GRANT** 

\*\*\*REMAINING FUNDS IN 1226 AT 9/30/15 WILL BE REQUESTED TO **BE CARRIED FORWARD TO 0226 (10/1/15 – 6/30/16)** 

### TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO CONSIDER APPROVAL OF AN APPLICATON FOR A PERMIT FROM SUWANNEE RIVER WATER MANAGEMENT DISTRICT FOR RESTORATION OF STEPHENS SPRING IN STEINHATCHEE, FLORIDA, AS REQUESTED BY STAN RIDGEWAY.

MEETING DATE REQUESTED:

AUG 3, 2015

Statement of Issue:

THIS IS AN APPLICATION BY THE BOARD OF COUNTY COMMISSIONERS FOR A NOTICE OF INTENT TO USE **ENVIRONMENTAL RESOURCE GENERAL PERMIT AS** PREPARED BY STAN RIDGEWAY IN CONSULTATION WITH THE COUNTY ADMINISTRATOR.

Recommended Action: APPROVE THE PERMIT APPLICATION

Fiscal Impact:

**Budgeted Expense:** 

Submitted By:

COUNTY ADMINISTRATOR 850-838-3500 X 7

Contact:

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

**Options:** 

Attachments:

# A PROPOSAL FOR THE RENOVATION AND REHABILITATION OF STEPHEN'S SPRING PARK IN STEINHATCHEE, FL



Co-ordinated by: Stan Ridgeway P.O. Box 1058 Steinhatchee, FI 32359 352-440-1513 ridg7toys@gmail.com July 1, 2015

Brian Kauffman Senior Professional Engineer Suwannee River Water Management District 9225CR 49 Live Oak, Fl 32060

Subject: Stephens Spring Restoration
Notice of Intent to Use Environmental Resource General Permit

Dear Mr. Kauffman,

We are submitting an application package for the Stephens Spring Restoration Project. This project is located in the community of Steinhatchee, Florida at the intersection of 3<sup>rd</sup> Ave NW, and Stephens St. NW just off CR 361 in Taylor County. The Taylor County Board of County Commissioners owns the public park area at the spring. This park is close to the Steinhatchee River and the spring runoff goes into the river.

Based on recommendations from a citizen's advisory committee it has been determined that improvements aimed at spring restoration, bank stabilization, and general clean up and preparation of the area to once more become a park, would allow our residents to have a safe area for recreation. The existing banks of the spring contain several unsafe areas of concrete rubble and debris. It appears that these areas were once stabilized with the concrete, but have since eroded around the concrete, thus allowing the concrete to become unstable. Over the years, the concrete and rubble have migrated or dropped into the spring bed due to gravity and human traffic. The spring head is choked with algae. The existing conditions contribute to the erosion of the banks and introduces sediment and nutrients into the spring head. To improve water quality and provide our residents with a safe recreational area, the following improvements are proposed as funded by donations, volunteers, and a possible grant:

- \* Remove concrete rubble and debris from the spring bank and spring run
- \* Remove concrete and other debris from the spring bed and spring run
- \* Remove sediments and algae from the spring bed and spring run
- \* Install storm water holding area with trash screen
- \* Reshape, stabilize and revegetate banks of the spring bed and spring run
- \* Install fencing and other materials to control human traffic
- \* Install stairs into spring to stabilize pedestrian traffic into swimming area
- \* install play equipment and designate parking area

The proposed restoration will have no impact or increase impervious area. Work shall be done from the shoreline with the exception of sediment and debris removal. Approximately +/- 1 foot of sediment is proposed to be removed by hydraulic dredging. The proposed plans reflect the existing boundaries for the site and the limits of construction.

This application package has the NOI General Permit Application Form. Please see contents of package page for additional maps, informational sheets, resource letters, etc.

If you have questions, please do not hesitate to contact me @ 352-440-1513

Sincerely,

Stan Ridgeway, Co-ordinator

# NOTICE OF INTENT TO USE AN ENVIRONMENTAL RESOURCE GENERAL PERMIT

Instructions: This form is for projects that qualify for a General Permit in accordance with Chapter 62-330 F.A.C. General Permits (GP) are provided for certain activities that have been determined to have minimal impacts to the water resources of the state when conducted in compliance with the terms and conditions of the general permit. Complete and submit this form to appropriate agency as identified in Part 3 below.

If activity is located on, or has the potential to be located on state-owned sovereignty submerged lands (SSL), the reviewing Agency will begin processing the request for state-owned sovereign submerged lands approval. If you know that your project is located on SSL, complete Section F of the Environmental Resource Permit Application.

### PART 1: GENERAL INFORMATION

A. Rule section number of the GP or which you are applying: 62-330_631, F.A.C.			
B. APPLICANT THIS A CONTACT PERSON FOR	ADDITIONAL IMPORTATION		
Name: Last: First: Dustin	Middle:		
Title: County Administrator Compa	any: Taylor County Board of Commissioners		
Address: 201 E Green St			
City: Perry State:	Florida Zip: 32347		
Home Telephone:	Wark Telephone: 850-838-3500		
Cell Phone:	Fax: 850- 838-3501		
E-mail Address: Dustin.Hinkel@taylorcountygov.com			
Preferred correspondence method: memail	18		
	RSON FOR ADDITIONAL INFORMATION		
Name: Last-Ridgeway First Stan	Middle:		
Title:Co-ordinator Compa	Stephen's Spring rework group		
Addressp.O. Box 1058, 901 Riverside Drive			
City: Steinhatchee State:	Florida Zip: 32359		
Home Telephone:	Work Telephone:		
Cell Phone: 352-440-1513	Fax;		
E-mail Address: ndg7toys@gmail.com			
Preferred correspondence method: ☐email ☑US N	ai		













D. Location of proposed activ	rities: Tax Parcel lo	dentification Nu	mber: NA	
Address: 3rd Ave, NW & Stephens St. NW				
City: Steinhatchee	County: Ta	ylor	Zip: 32359	
Latitude (DMS) N29°40 674 Longitude (DMS) W83 23 '96 "				
E. Date activity is proposed:	To Commence: _8	/1/15.	To be Completed: 12/1/16	

F. Describe in general terms the proposed project, system, or activity:

Remove concrete rubble/debris, sediments, algae, exotic vegetation from spring bed and spring run; reshape, stabilize, and revegetate the banks of spring bed and run; install fencing and other measures to control human traffic; install stair access into springs to stabilize pedestrian access to swimming area; install storm water catch area with trash screen and add play area with equipment.

G. Describe wetland and aquatic habitats to be affected:

No permanent impact expected.

H. Construction methods and schedule:
Work shall be done from the shoreline with the exception of sediment, debris and exotic plant removal. Approximately +/- 1-foot of sediment to be removed by hydraulic dredging. Work shall begin in Aug. 2015 and end in Dec 2016.

I. Additional information that demonstrates that you qualify for the general permit, addressing all the parameters, thresholds, and conditions required in the general permit.

Restoring the site with no impact or increase in impervious area.

### PART 2: CERTIFICATION

I hereby certify I have read and will conduct the above activities in accordance with the criteria, limitations, and specific conditions of the general permit identified in Part 1 Section A, and in accordance with the general conditions of Rule 62-330.405, F.A.C. Unless otherwise provided in Chapter 62-330, F.A.C., activities conducted pursuant to the above general permit may commence thirty (30) days after providing written notice to the Department of Environmental Protection or the Water Management District, along with any required additional documentation which may be required to fulfill the requirements of the general permit, unless the Agency responds that the proposed work does not qualify for a general permit.

I understand I may have to provide any additional information/data that may be necessary to provide reasonable assurance or evidence that the proposed project will comply with the applicable state water quality standards or other environmental standards both before construction and after the process is completed.

I further acknowledge that work done under this general permit may also require the review and approval of other federal, state, or local agencies, and that commencement of construction before such federal, state, or local agency approvals or permits are obtained may subject me to enforcement action and fines

or penalties by such agencies. Further, the work shall be conducted in a manner that does not violate applicable water quality standards.

In addition, I agree, upon being provided with reasonable notice, to provide entry to the project site for Agency staff with proper identification for the purpose of inspecting the site. Further, I agree to provide entry to the project site for such staff to monitor permitted work.

Typed/Printed Name of Applicant or Agent	Signature of Applicant or Agent	Daite
An Agent May Sign Above If Applicant Cor I hereby designate and authorize the age agent in the processing of this permit app support of the application.	ent listed in Item Part 1 Section C to act	
Dustin Hinkel		
Typed/Printed Name of Applicant (and Corporate Title, if applicable)	Signature of Applicant	Date

### PART 3: SUBMITTAL

In addition to the information described in this form, any Notice of Intent to use a General Permit must also include the following, as described in Section 4.2.2 of the Applicant's Handbook, Volume I:

- Location map(s) of sufficient detail to allow someone who is unfamiliar with the site to travel to
  and locate the specific site of the activity.
- One set of plans and drawings, calculations, environmental information, and other supporting documents that clearly and legibly depict and describe the proposed activities in sufficient detail to demonstrate that the work qualifies for the specified General Permit.
- The required fee, made payable to the appropriate agency.

Fees for the appropriate agency are established in the rules adopted in subsection 62-330.071(1), F.A.C., as listed below:

Rule 62-4.050, F.A.C. (Department of Environmental Protection or the Northwest Florida Water Management District)

Rule 40B-1.706, F.A.C. (Suwannee River Water Management District)

Rule 40C-1.603, F.A.C. (St. Johns River Water Management District)

Rule 40D-1.607, F.A.C. (Southwest Florida Water Management District)

Rule 40E-1.607, F.A.C. (South Florida Water Management District)

Operating Agreements between the Department and the water management districts specify which agency will process any given application. For copies of the operating agreements, go to <a href="http://www.dep.state.fl.us/water/wetjands/erp/wmd.htm">http://www.dep.state.fl.us/water/wetjands/erp/wmd.htm</a>.

Several agencies now allow this application form to be submitted electronically on the Internet; in those cases, follow the on-line submittal requirements of that agency:

 Northwest Florida Water Management District: http://www.nwfwmd.state.fl.us/permits/erp/epermit\_home.html

- o St. Johns River Water Management District: https://permitting.sirwmd.com/epermitting/jsp/AccountOverview.do?command=init
- o Southwest Florida Water Management District: http://www.swfwmd.state.fl.us/permits/epermitting/
  South Florida Water Management District:
- http://my.sfwmd.gov/ePermitting/MainPage.do

If submitting a paper application, please see Appendix A of Applicant's Handbook, Volume I for submittal locations.

### Contents of Packet for Rehabilitation of Stephens Spring

- 1. History and proposed improvements.
- 2. Budget
- 3. Early 1900's photo near Stephens Spring Run
- 4. A. Location map from major local highways; US 19/98, State Rd. 51, CR 358, CR 368
  - B. Aerial of neighborhood showing spring.
  - C. Plat of neighborhood showing spring.
  - D. Survey of Stephens Spring Park.
  - E. Morrell and Associates letter on archaeological and historical resources.
- 5. Local support for Spring and park improvements.
  - A. Attendance record of organizational meeting on 10/14/14, held at the park in the rain.
  - B. Signed petitions for rehabilitation of Stephens Spring Park collected in the Steinhatchee area.
  - C. Letter from the Steinhatchee Chapter of the AARP.
- 6. Drawing of Stephens Spring Park showing suggested and desired improvements.
- 7. Work sheet of Spring basin showing sand/silt depth and estimates of sand and silt to be removed by mud pump.

### STEPHENS SPRING

Stephens Spring, also known as Eva Spring, is located in Steinhatchee, Fl, near the intersection of 3<sup>rd</sup> Ave and Stephens Street. The Stephens' family were the first people to settle in this area and to build homes with the spring nearby. Two of these structures still survive, but are mostly used for storage. Early residents used the spring for drinking water and cooking, and for all household tasks that required fresh water. As the area grew, the spring became a gathering place for holidays, special occasions, and of course, swimming. Pictures from the early 1900's show mullet boats, near what was probably the spring run (FIGURE 1).

Up until the early 1970's, the spring remained in its' natural state. Around 1971, Taylor County reworked the spring basin and the surrounding area. The spring area was designated as a county park when the Steinhatchee area was platted in the late 1920's, early 1930's.

The work that was done in the early 70's involved using a large excavator and other heavy equipment. The basin and the springhead were dug out and deepened. The shape of the basin was changed. Before the work, the basin was about waist deep or less and after the digging it was 5-8 feet. The basin was also enlarged to a size of about 50' x 50'. A concrete retaining wall was built around the entire basin. Prior to the walls being built, the natural slope of the land went to the water's edge. (This information was provided to me by the gentleman who actually used the county equipment and did the work.)

Around 2010, the basin had filled in somewhat with sand from the storm water runoff and use. Some local residents borrowed a concrete pump and pumped out the sand. They returned the depth to approximately 8 ft. at the springhead and 5-6' in the basin.

For many years, the residents have wanted the spring and the park improved. The following improvements will be necessary to bring the spring and park area up to a usable, safe state.

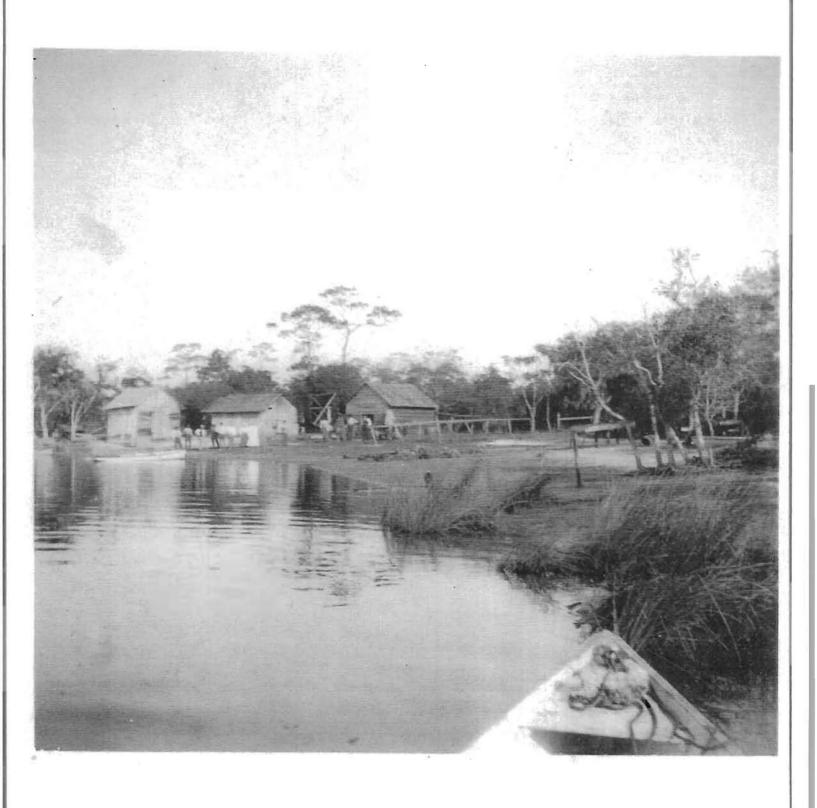
- 1. Remove the brush and invasive growth.
- 2. Install picnic tables and maybe a shelter.
- 3. Install simple play area equipment.

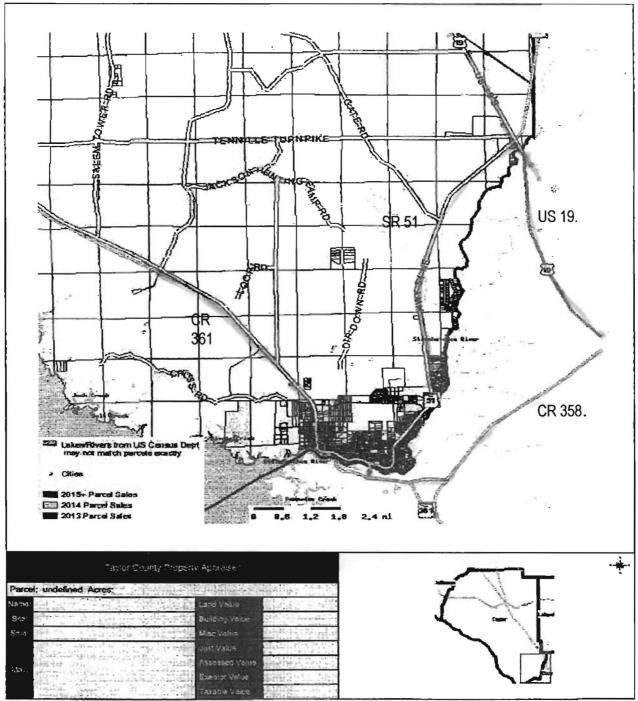
- 4. Fence the park and the spring area and designate a parking area.
- 5. Install a storm water catch basin with trash screen. From the end of Stephen's St. and over to the catch basin, we would install an 8" PVC perforated pipe covered with fabric and small rock. From the catch basin overflow, we would run a discharge line to the spring run.
- 6. Remove existing retaining concrete bag wall and replace with slightly sloped rock wall ( using concrete where necessary). This would be similar to the retaining walls at Steinhatchee Falls. On the southeast side, slope an area for entrance into the spring.
- 7. Using a mud pump, remove the sand/silt from the basin bottom, see the basin bottom survery on 5' X 5' centers (Figure 2).
- 8. Establish an area for small children where the depth will be safer.
- 9. Set aside an area for bathroom or port-o-let.
- 10. Install proper signage for a Taylor County Park.
- 11. Establish an ongoing committee that will be responsible for trash pickup/removal, landscaping (using drought resistant and native plants where possible), grass cutting and weeding. This committee would be responsible for the daily checking and maintenance of this park.

### Stephen's Spring Rehab- Budget

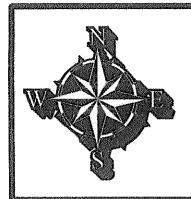
Remove sand, silt	20,000.00
Rework basin walls	7,400.00
Rebuild Spillway	5,000.00
Archaeological Studies	5,000.00
Stormwater retention area	4,900.00
Stephen's Street underdrain.	2,450.00
12" drain to spring run	1,600.00
Wood Fence, Privacy and 2 rail.	3,700.00
Picnic tables and shelter	6,000.00
Landscape and sod	5,000.00
Parking	1,000.00
Play equipment	3,000.00
Budget	\$65,050.00

## NEAR STEPHEN'S SPRING RUN, STEINHATCHEE CIRCA 1912





The Taylor County Property Appraiser's Office makes every effort to produce the most accurate information possible. No viernantine, expressed or implied, are provided for the data herein. Its use or interpretation. The assessment information to from the last conflict togoth. All data is subject to change before the noxi-conflict taxoft. PLEASE NOTE THAT THE PROPERTY APPRAISER MAPS ARE FOR ASSESSMENT PURPOSES ORLY NEITHER TAYLOR COUNTY NOR ITS EMPLOYEES ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS —THIS IS NOT A SURVEY—Date printed: 07701/15; 13:44:45



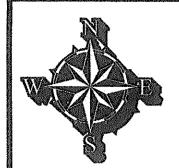
# Bruce A. Ratliff **Taylor County Property Appraiser**

For Assessment Purposes Only

420

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



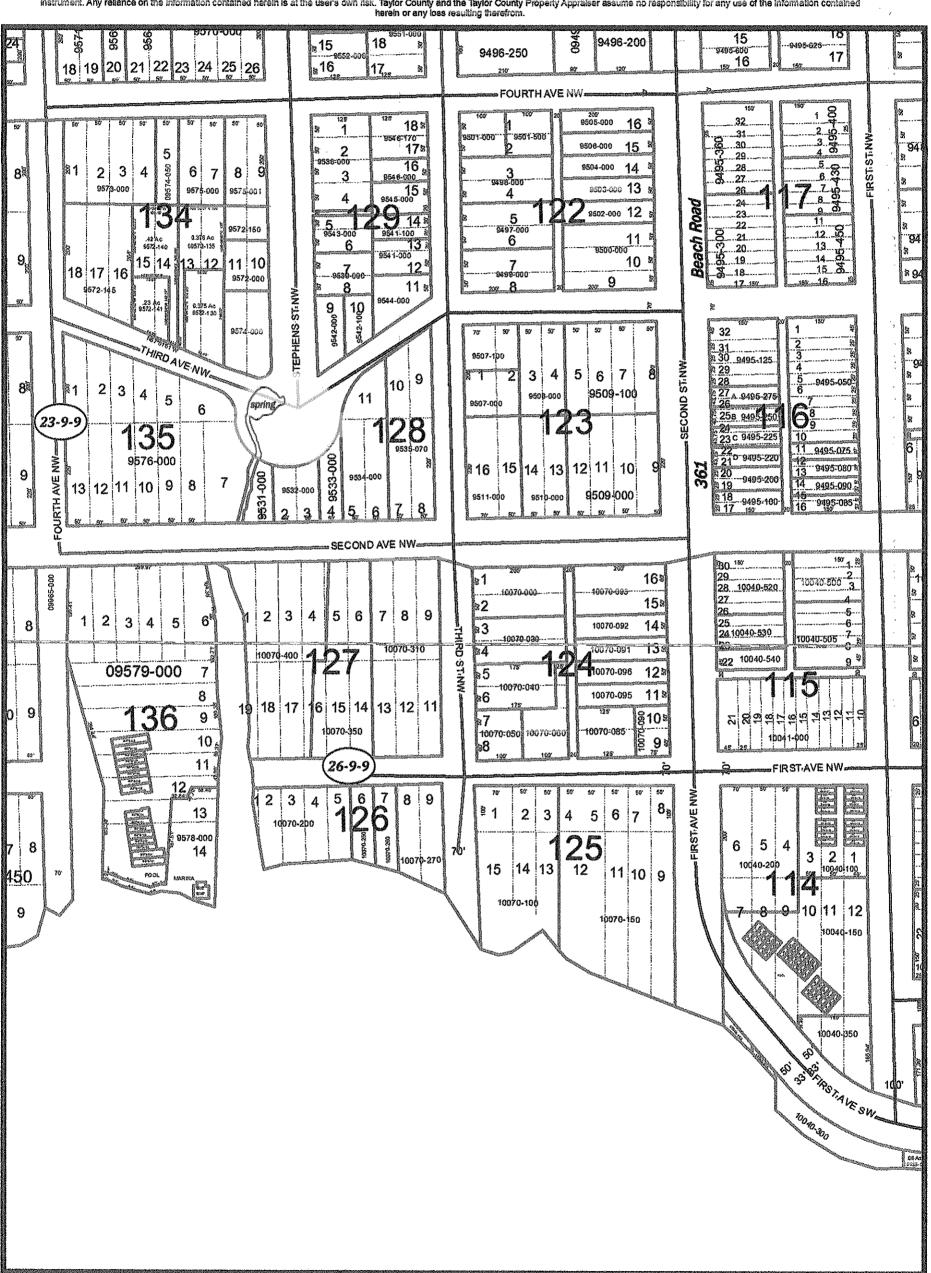


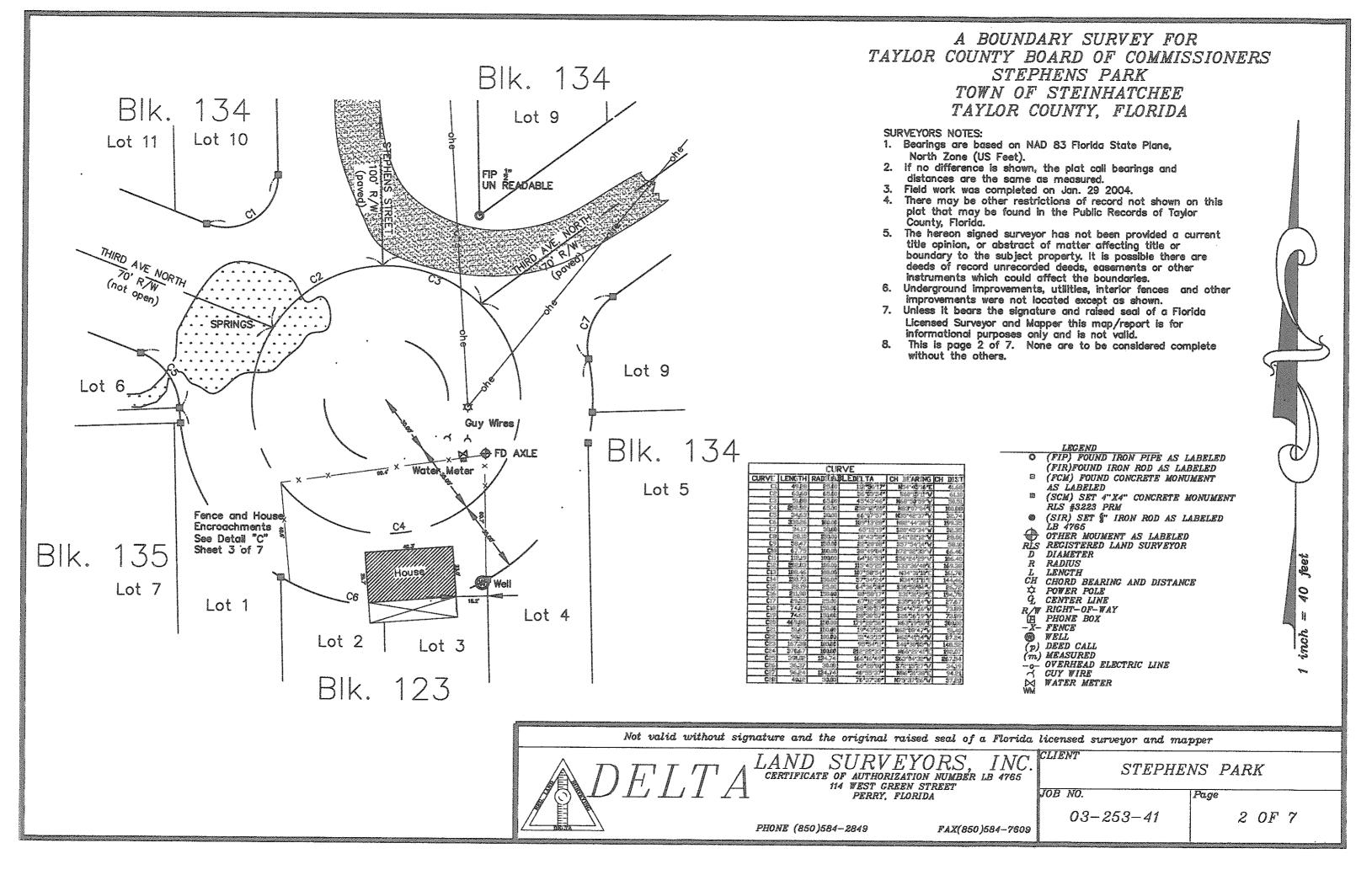
# Bruce A. Ratliff **Taylor County Property Appraiser**

For Assessment Purposes Only

210 840

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### MORRELL AND ASSOCIATES, LLC

Mr. Stan Ridgeway P.O. Box 1058 Steinhatchee, Florida 32359

Dear Mr. Ridgeway

It was a pleasure meeting with you to discuss stabilization and development plans for Steven's springs in Steinhatchee and how best to address archaeological and historical resources that may be present within the project area.

Florida's springs have long been recognized as a crucial element in the settlement of our earliest residents. First by Paleoindians and lastly by early settlers. Steven's spring was surely such a place. James Howard Stephens (1825-1906) bought his first property in the area in 1872. The oldest surviving structures in Steinhatchee appear to be the log house and crib on the SW and SE corners of 2<sup>nd</sup> Ave. N. and 3<sup>rd</sup> St. West. These structures were once owned and most likely built in the late 1870's and 1880's by Stephens and are the original family homes of the McCall and White families.

In July of 2009 in the course of archaeological investigations in Steinhatchee I met with Mr. Johnny White and talked to him by phone again this past week. According to Mr. White (landowner adjacent to the spring) is unaware of any artifacts being observed or collected in or adjacent to Stevens spring. It is my understanding that Mr. White did much of the sediment and rock removal in the early 1970's and graded and filled a "swampy" area between the spring and the White property (Third Ave NW). Again Mr. White does not recall any artifacts being noticed during any of this work.

It is my professional opinion that in all likelihood there was artifactual evidence of past human activity in and adjacent to the spring. Non-the-less the removal of sediments, loose rock down to undisturbed limestone and later pumping of sediments and grading/fill in the former marsh areas northwest of the spring would have destroyed most archaeological values of the property.

I would urge consideration of limited archaeological test excavations in the relatively undisturbed area in Block 135 lot number 7 and areas east and southeast where storm water structures have been proposed. These excavations if positive for cultural material, might make it possible to do limited historical/archaeological interpretation of the spring area to the public.

Sincerely

L. Ross Morrell

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AARP Chapter 4064 Steinhatchee Chapter c/o P.O. Box 1058 Steinhatchee, Fl 32359

### To Whom It May Concern:

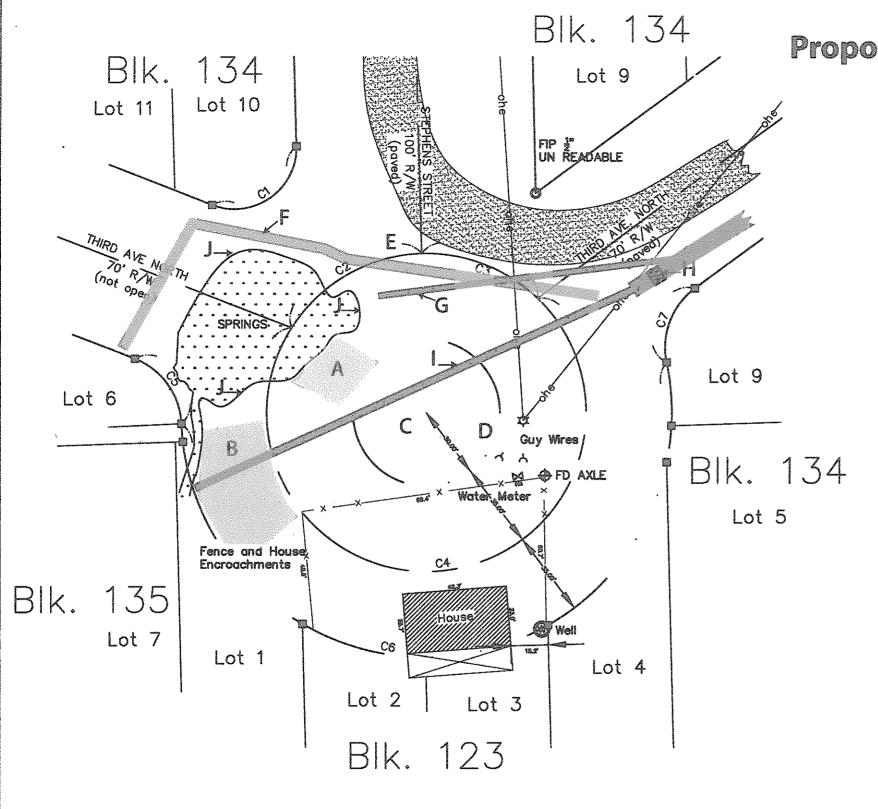
At the General meeting of the Steinhatchee AARP on September 15, 2014, Stan Ridgeway (current chapter president) introduced an idea for the restoration and rehabilitation of Stephens Spring Park, located in Steinhatchee.

This idea was embraced by the membership and they felt he should proceed with this project. Several of our members volunteered to help with this project. A motion was made and passed that the Steinhatchee AARP would be a sponsor for this project. After some more discussion, another motion was made to set aside \$500.00 from our general fund to be available to Stan if something came up that he needed money for to help get the ball rolling for this park restoration. Stan then explained to the people who wanted to volunteer that in order to work on the park grounds they would need to sign and have notarized a hold harmless Agreement with Taylor County. He explained that the BBWA, our local water company had agreed to help with this part of the project and all people needed to do was to go down there and tell them what they needed and the girls in the office would take care of them.

Since this meeting, Stan and several volunteers have worked to do some basic cleanup, trash removal and removing of dead wood from the property. There is still more to do. He is keeping the AARP membership up to date at our general meetings. The AARP hopes to see this project completed so that all the citizens of Steinhatchee and our visitors can appreciate this natural gem in our midst.

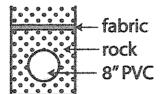
Josephelm Cake
Acting Secretary

Steinhatchee AARP

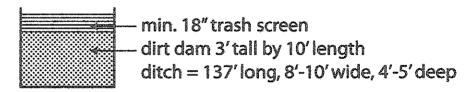


Proposed Improvements to Stephen Springs (Eva),
Steinhatchee, FL

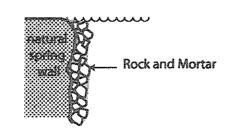
- A. Small Child Area
- B. Picnic Area
- C. Play Area
- D. Bathroom Area (future)
- E. Parking Area (grassed)
- F. Fence
- G. French Drain



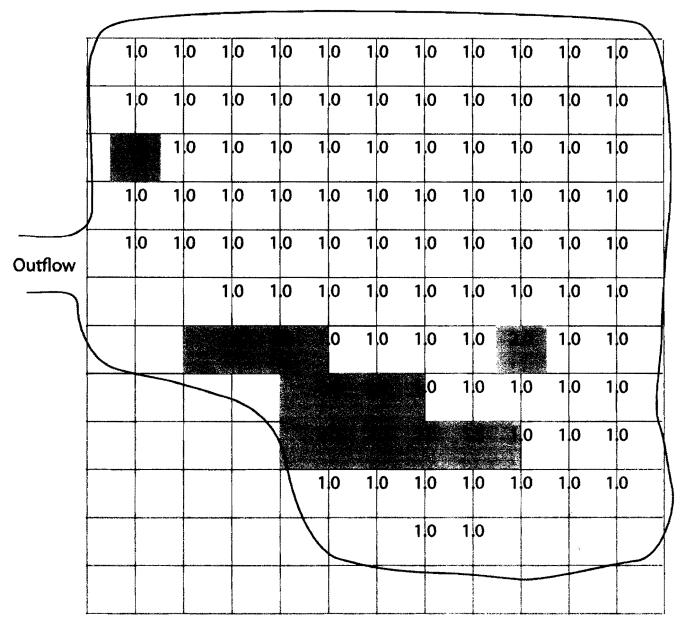
H. Catch Basin Dam



- I. Catch Basin Overflow Pipe to Spring Run
- J. Replace Bagwall with Rock and Mortar



# **Stephens Spring Grided Sand Measurements**



1.1.50Stephens Springs, January 7, 2015, 9:12 AM. 3 men probed sand/silt depth on 5'x 5'grid. Started 8;30 AM and ended 11:30 AM. Water depth at 5' to 6 1/2'. Sand/silt depth from 2"-3" to 12" is recorded as 1.0'. Max sand/depth found is 3.5'. No high spot in bottom found. Bottom mostly level at 5' - 6.5' water depth.

Approximate sand/silt to be removed based on depth

Depth	No. of 5' x 5' Areas	Cubic Sq. Ft.
1.5	4	$100 \times 1.5 = 1.50$
2.0	5	$125 \times 2.0 = 250.00$
2.5	1	$25 \times 2.5 = 62.50$
3.0	3	$75 \times 3.0 = 225.00$
1.0	92	$2300 \times 1.0 = 2300.00$
		2839.00

Convert 2839 cubic feet to cubic yards 2839/27 = 105.20 cubic yards

- 1. History and proposed improvements.
- 2. Budget
- 3. Early 1900's photo near Stephens Spring Run
- 4. A. Location map from major local highways; US 19/98, State Rd. 51, CR 358, CR 368
  - B. Aerial of neighborhood showing spring.
  - C. Plat of neighborhood showing spring.
  - D. Survey of Stephens Spring Park.
  - E. Morrell and Associates letter on archaeological and historical resources.
- 5. Local support for Spring and park improvements.
  - A. Attendance record of organizational meeting on 10/14/14, held at the park in the rain.
  - B. Signed petitions for rehabilitation of Stephens Spring Park collected in the Steinhatchee area.
  - C. Letter from the Steinhatchee Chapter of the AARP.
- 6. Drawing of Stephens Spring Park showing suggested and desired improvements.
- 7. Work sheet of Spring basin showing sand/silt depth and estimates of sand and silt to be removed by mud pump.

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# TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO REVIEW AND APPROVE A (RENEWAL) LEASE AGREEMENT BETWEEN THE TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS AND DOCTORS' MEMORIAL HOSPITAL INC., RELATING TO THE STEINHATCHEE FIRE HOUSE.

MEETING DATE REQUESTED:

AUG 3, 2015

Statement of Issue:

THIS IS A RENEWAL OF AN EXISTING LEASE

Recommended Action: APPROVE THE LEASE

Fiscal Impact:

**Budgeted Expense:** 

Submitted By:

COUNTY ADMINISTRATOR 850-838-3500 X 7

Contact:

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

Attachments:

#### LEASE AGREEMENT

# BETWEEN THE TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS AND DOCTOR'S MEMORIAL HOSPITAL INCORPORATED RELATING TO THE STEINHATCHEE FIRE HOUSE

THIS LEASE AGREEMEN	NT (hereinafter referred to as the "Agreement") made and entered
into this day of	, 2015, by and between the TAYLOR COUNTY,
FLORIDA, a Florida poli	tical subdivision with its address being 201 E. Green Street, Perry,
Florida 32347 (hereinafte	r referred to as Lessor) and DOCTORS' MEMORIAL HOSPITAL
INC., a Florida Not-for-P	rofit Corporation with its address being 333 N. Byron Butler Pkwy,
Perry, Florida 32347 (her	einafter referred to as "Lessee").

WHEREAS, Lessor is the fee owner of a certain real property being, lying and situated in Taylor County, Florida, such real property having a street address of #1 - 12<sup>th</sup> Street N.E., Steinhatchee, Florida 32359.

WHEREAS, Lessor is desirous of leasing the Premises to Lessee upon the terms and conditions as contained herein; and

The parties hereto agree as follows:

- 1. TERM. Lessor leases to Lessee and Lessee leases from Lessor the above described Premises together with any and all appurtenances thereto, for a term of four years, such term beginning on July 1, 2015, and ending at 12 o'clock midnight on June 30, 2019.
- 2. RENT. Rent and Deposit. The annual rent for the Equipment is \$10 dollars per year, to begin on the 1st day of October, 2015 and on the same day of each succeeding year throughout the term hereof. Payment shall be sent to Lessor at 108 N. Jefferson St., Perry, Florida 32347.
- 3. DAMAGE. Upon the due execution of this Agreement, Lessee shall insure the Premises of the Lessee and make whole the Lessee for any damage caused to the Premises during the term thereof.

- 4. USE OF PREMISES. The Premises shall be used and occupied by Lessee exclusively, and no part of the Premises shall be used at any time during the term of this Agreement by Lessee for any other purpose than that of the purpose of an Emergency Medical Services Substation. Lessee shall not allow any other person, other than guests of Lessee, to use or occupy the Premises without first obtaining Lessor's written consent to use such.
- 5. CONDITION OF PREMISES. Lessee stipulates, represents and warrants that Lessee has examined the Premises, and that they are at the time of this Lease in good order, repair, and in a safe, clean and tenantable condition.
- 6. ASSIGNMENT AND SUB-LETTING. Lessee shall not assign this Agreement, or sublet or grant any license to use the Premises or any part thereof without the prior written consent of Lessor. An assignment or sub-letting with the prior written consent of Lessor or an assignment or sub-letting by operation of law shall be absolutely null and void and shall, at Lessor's option, terminate this Agreement.
- 7. ALTERATIONS AND IMPROVEMENTS. Lessee shall make no alterations to the building or improvements on the Premises or construct any building or make any other improvements on the Premises without the prior written consent of Lessor. Any and all alterations, changes, and/or improvements built, constructed or placed on the Premises by Lessee shall unless otherwise provided by written agreement between Lessor and Lessee, be and become the property of Lessor and remain on the Premises at the expiration or earlier termination of this agreement.
- 8. NON-DELIVERY OF POSSESSION. In the event Lessor cannot deliver possession of the Premises to Lessee upon the commencement of the Lease term through no fault of Lessor or its agents, then Lessor or its agents shall have no liability, but the rental herein provided shall abate until possession is given. Lessor or its agents shall have thirty (30) days in which to give possession, and if possession is tendered within such time, Lessee agrees to accept the demised Premises and pay the rental herein provided from that date. In the event possession cannot be delivered within such time, through no fault of Lessor or its agents, the Agreement and all rights hereunder shall terminate.
- 9. HAZARDOUS MATERIALS. Lessee shall not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

- 10. UTILITIES. Lessee shall be responsible for arranging for and paying for all utility deposits and services required on the Premises.
- 11. MAINTENANCE AND REPAIR RULES. Lessee will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Agreement and any renewal thereof. Without limiting the generality of the foregoing, Lessee shall:
  - a. Not permanently obstruct the driveways, sidewalks, courts, entry ways, stairs and/or halls, which shall be used for the purpose of ingress and egress only;
  - b. Keep all windows, glass window coverings, floor coverings, walls, doors, locks and hardware in good, clean order and repair;
  - c. Not leave windows or doors in an open position during any inclement weather;
  - d. Keep all air conditioning filters clean and free from dirt;
  - e. Maintain air conditioning system;
  - f. Maintain stove/oven;
  - g. Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. Any damage to any such apparatus and the cost of clearing stopped plumbing shall be borne by lessee;
  - h. Shall not allow trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of the building except in proper receptacles.
- 12. DAMAGE TO PREMISES. In the event the Premises are destroyed or rendered wholly untenantable by fire, storm, earthquake, or other casualty not caused by the negligence of Lessee, this Agreement shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. The rental provided for herein shall then be accounted for by and between Lessor and Lessee up to the time of such injury or destruction of the Premises. Lessee paying rentals up to such date and Lessor refunding rentals collected beyond such date. Should a

portion of the Premises thereby be rendered untenantable, the Lessor shall have the option of either repairing such injured or damaged portion or terminating this Lease.

- 13. INSPECTION OF PREMISES. Lessor and Lessor's agents shall have the right at all reasonable times during the term of this Agreement and any renewal thereof to enter the Premises for the purpose of inspecting the Premises and improvements thereon. And for the purposes of making any repairs, additions or alterations as may be deemed appropriate by Lessor for the preservation of the Premise of the building. Lessor and its agents shall further have the right to exhibit the Premises and to display the usual "for sale", "for rent", or "vacancy" signs on the Premises at any time within forty-five (45) days before the expiration of this Lease. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations or additions, but do not conform to this Agreement or to any restrictions, rules, or regulations affecting the Premises.
- 14. COUNTY FIRE RESCUE. Lessor retains the right to maintain Fire Rescue equipment and personnel in Steinhatchee in the Premises to fulfill the needs of the service at no additional cost to Lessor or County Fire. Any changes to the needs of Fire Rescue will be made after a thirty (30) day notice to the Lessee.
- 15. SURRENDER OF PREMISES. Upon the expiration of the term thereof, Lessee shall surrender the Premises in as good a state and condition as they were at the commencement of this Agreement, reasonable use and wear and tear thereof and damages by the elements expected.
- 16. ANIMALS. Lessee shall not allow animals in the building with the exception of certified "seeing-eye dogs".
- 17. QUIET ENJOYMENT. Lessee, upon payment of all of the sums referred to herein as being payable by Lessee and Lessee's performance of all lessee's agreements contained herein and Lessee's observance of all rules and regulations, shall and may peacefully and quietly have, hold, and enjoy said Premises for the term hereof.
- 18. LIABILITY. Lessor shall not be liable for any damage or injury of or to the Lessee, Lessee's guest, invitees, agents, or employees or to any person entering the Premises or the building of which the Premises are a part or to goods or equipment, or in the structure or equipment of the structure of which the Premises are a part.

- 19. INDEMNITY. Lessee shall indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including reasonable attorney's fees and costs, arising out of, connected with, or resulting from Lessee's use of the building.
- 20. DEFAULT. If Lessee fails to comply with any of the material provisions of this Agreement, other than the covenant to pay rent, or any present rules and regulations or any that may be hereafter prescribed by Lessor, or materially fails to comply with any duties imposed on Lessee by statute, within thirty (30) days after delivery of written notice by Lessor specifying the noncompliance and indicating the intention of Lessor to terminate the Lease by reason thereof, Lessor may terminate this Agreement.
- 21. ABANDONMENT. If at any time during the term of this Agreement Lessee abandons the Premises or any part thereof, Lessor may, at Lessor's option, obtain possession of the Premises in the manner provided by law, and without becoming liable to Lessee for damages or for any payment of any kind whatever. Lessor may, at Lessor's discretion, as agent for Lessee, relet the Premises, or any part thereof, for the whole or any part thereof of the unexpired terms, and may receive and collect all rent payable by virtue of such reletting, and, at Lessor's option, hold Lessee liable for any difference between the rent that would have been payable under this Agreement during the balance of the unexpired term, if this Agreement had continued in foerce, and the net rent for such period realized by Lessor by means of such reletting. If Lessor's right of reentry is exercised following abandonment of the Premises by Lessee, the Lessor shall consider any personal property belonging to Lessee and left on the Premises to also have been abandoned, in which case Lessor may dispose of all such personal property in any manner Lessor shall deem proper and Lessor is hereby relieved of all liability for doing so.
- 22. BANKRUPTCY. Neither this Lease nor any interest therein is assignable or transferable by operation of law. If any proceeding under the Bankruptcy Act, as amended, is commenced by or against the Lessee, or if the Lessee is adjudged insolvent, or if Lessee makes any assignment for the benefit of his creditors, or if a writ of attachment or execution is levied on the building or property and is not released or satisfied within ten (10) days thereafter, or if a receiver is appointed in any proceeding or action to which the Lessee is a party with authority to take possession or control of the Equipment, Lessor shall have and may exercise the

option to, without notice, immediately terminate the Lease. The Lease shall not be treated as an asset of Lessee.

- 23. GOVERNING LAW. This Agreement shall be governed, constructed and interpreted by, through, and under the Laws of the State of Florida, and venue of any litigation shall be exclusively in Taylor County, Florida.
- 24. SEVERABILITY. If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provisions to other persons, entities, or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.
- 25. MODIFICATION. The parties hereby agree that this document contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered, or amended in any way except through a written amendment signed by all of the parties hereto.
- 26. NOTICES. Service of all notices under this Agreement shall be sufficient if given personally or by certified mail, return receipt requested, posted prepaid, at the address hereinafter set forth, or to such address as such party may provide in writing from time to time.

If to Lessor: County Administrator, Taylor County, 201 E. Green Street, Perry, Florida 32347

If to Lessee: Chief Executive Officer, Doctors' Memorial Hospital, Inc., 333 N. Byron Butler Pkwy., Perry, Florida 32347

IN WITNESS WHEREOF, the parties hereto have hereunto set their respective hands and seals, as of the date hereinabout first set forth or as otherwise provided herein.

LESSOR:

Signed, sealed and delivered In the presence of:

TAYLOR COUNTY, FLORIDA a Florida political subdivision

Witness	CHAIRPERSON
Witness	
ATTEST:	
MAE MURPHY, Clerk	ANNIE
STATE OF FLORIDA COUNTY OF TAYLOR	
	vledged before me on this day of , As Chairperson of TAYLOR
COUNTY, FLORIDA, a Florida politic at the time of notarization.	cal subdivision, who personally appeared before me
	NOTARY PUBLIC
	My Commission Expires:
LESSEE:	
Signed, sealed and delivered In the presence of:	DOCTORS' MEMORIAL HOSPITAL INC., a Florida Not-for-Profit Corporation
Witness	BY:
Witness	
STATE OF FLORIDA COUNTY OF TAYLOR	

The foregoing instr	rument was acknowledge	ed before me on this day of,
2015, by	, As	of DOCTORS' MEMORIAL HOSPITAL
INC., a Florida Not of notarization.	-for-Profit Corporation,	who personally appeared before me at the time
		NOTARY PUBLIC
		My Commission Expires:



# EMPLOE COUNTY BOARD OF COMMISSIONERS

Sounty Commission Agenda Item

**SUBJECT/TITLE:** 

Provide update to the Board on the continued park and recreational development of Keaton Beach Coastal Park.



MEETING DATE REQUESTED: August 3, 2015

Statement of Issue: Grants staff to provide update to the Board on the continued

development at Keaton Beach Coastal Park.

Recommended Action: Not applicable

Fiscal Impact: Not applicable

**Expense: Y/N** 

**Submitted By: Melody Cox** 

**Contact: Melody Cox** 

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Keaton Beach Coastal Park was acquired in December

2008 through a Florida Communities Trust (FCT) grant. The park site is being developed in a series of phases as funding is available. Several grants have been obtained for the development of the park which include: Florida Boating Improvement Program, FDEP Coastal Partnership Initiative, U. S. Fish and Wildlife Service, Southeastern Watershed Forum, DEP Land and Water Conservation Fund, and the FDOT Transportation Alternatives Program. Taylor County has ten (10) years to complete the development of the park site per the guidelines and grant

terms of the FCT land acquisition program.

Attachments: Declaration of Restrictive Covenant Agreement, FCT Management

Plan, FDOT Transportation Alternative project layout, wetland maps including map with required FCT buffers,

and pictures of recently completed projects.

# MANAGEMENT PLAN 2008 Keaton Beach Coastal Park





Florida Communities Trust Florida Forever Program 2008 Taylor County Board of Commissioners

FCT Project Number is: 07-051-FF7 December 1, 2008

# KEATON BEACH COASTAL PARK Taylor County, Florida

FCT GRANT NO. 07-051-FF7

December 4, 2008

#### **Executive Summary**

On November 2, 2007, the Florida Communities Trust (FCT) selected Keaton Beach Coastal Park, Project No. 07-051-FF7, for Florida Forever funding. As required by the FCT Grant Award Agreement, Taylor County prepared this Management Plan, which explains how the Keaton Beach Coastal Park will be managed to further the purposes of the project and meet the conditions of the grant award.

This Management Plan is based on the County's vision to integrate Keaton Beach Coastal Park with the adjacent County owned Keaton Beach Boat Ramp Park, as described in the FCT Grant Application. This plan identifies specific management conditions common to all FCT projects, and special management conditions particular to this Park as identified from the Grant Application and the FCT staff site visit.

The Keaton Beach Coastal Park has extensive community support. A large portion of Taylor County's economy is dependent on water-based and outdoor recreation tourism development in the coastal communities and this parcel provides numerous recreational opportunities in support of tourism. The FCT-funded Keaton Beach Coastal Park will improve access to the existing County-owned Keaton Beach Boat Ramp, located directly across County Road 51. The existing Keaton Beach Boat Ramp is heavily used with a great deal of traffic that is often backed up for miles. Boaters are often parked several miles along the road creating hazardous conditions.

One of the key benefits of this Keaton Beach Coastal Park is that it will provide adequate parking facilities for the many boaters in the area and provide additional public access opportunities. Development of outdoor recreation facilities, including restroom facilities, a multi-use playing field, volleyball, tetherball, horseshoe pits, and walking trails, car/boat/trailer parking and protecting 20 acres of pristine coastal "wetlands" (Estuarine Tidal Marsh) are the central features of this Management Plan.

The Project Site is a unique combination of uplands and wetlands thus providing adequate space for recreational development and a protected wetland conservation area. This conservation area will also protect several species of endangered animals. In addition to protecting the native habitat and wetland area, management of this site will provide protective measures for an Archaic, archaeological feature on the Project Site. The Plan also encourages and provides for hazard mitigation measures in the coastal high hazard area by restricting the type and nature of development on the Site, meeting the goals of the Local Mitigation Strategy Plan.

Providing public water access in Taylor County and the Florida coastline is becoming more difficult. Taylor County is one of the designated rural Florida counties of "Critical Economic Concern" with a limited tax base. Without the FCT funding assistance for the acquisition of Keaton Beach Coastal Park, it would not be possible for the County to provide additional public access. This Park provides so many opportunities – recreation and the preservation of the original Florida habitat. The Project offers connection to the proposed Taylor Coastal Loop trail system and the Big Bend Salt Water Paddling Trail. The coastal waters adjacent to the Keaton Beach Boat Ramp Park and this Park are in the Big Bend Seagrasses Preserve and designated Outstanding Florida Waters.

This Park truly exemplifies the designation of "Florida's Nature Coast" and preserves one more part of Florida Forever.

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#### I. Introduction

Keaton Beach Coastal Park ("Coastal Park") is on County Road 361 ("Beach Road") in the small coastal community of Keaton Beach in Taylor County, Florida directly adjacent to the existing county-owned Keaton Beach Public Boat Ramp. The site of Coastal Park was the only remaining parcel in Keaton Beach with sufficient land to accommodate boat ramp parking needed to meet the demand. Coastal Park will also offer a variety of recreational opportunities to residents of Taylor County and visitors. Taylor County is a designated Rural Area of Critical Economic Concern and ensuring public access to the Gulf is critical for Taylor County's tourism industry, which is centered on water, based outdoor recreation.

Taylor County has 54 miles of coastline on the Gulf of Mexico, which is the longest continuous coastline in Florida. The Keaton Beach Public Boat Ramp is the only county owned boat ramp on the Gulf. Currently, the Keaton Beach Public Boat Ramp does not provide adequate parking or sufficient amenities to the public. The local coastal waters are popular for recreational boating, kayaking, fishing and scalloping and are a vital part of the local economy since visitors are attracted to the water based and outdoor recreation. Therefore, it is necessary to offer adequate parking and additional recreational opportunities to the public in order to encourage local participation and tourism.

The Coastal Park contains 43.45 acres of land of which 23.45 acres will be used for a community park and the 20 acres of wetlands will be preserved. The wetlands are recognized as providing a desirable habitat for listed wading birds. In fact, the wetlands have been documented to provide a home for seventeen species of birds including the Bald Eagle. The Florida Natural Inventories has documented many other species that occupy the wetlands. The wetlands are pristine with little, if any, negative human disturbance. Approximately five acres of the project site have been impacted by the construction of a single-family residence, which is now in ruins and will be removed.

With its location directly across from the Keaton Beach Public Boat Ramp, it will be connected via the adjacent sidewalks to the Boat Ramp. A public fishing pier and the only public beach at the County's Hodges Park are located nearby. The Coastal Park will also offer many recreational amenities to both residents and visitors to the area. Grant funding from FCT will be used to acquire the Project Site and this Management Plan was prepared to ensure that the Project Site would be developed in accordance with the Grant Award Agreement and in furtherance of the purpose of the grant application. The grant funding from FCT will cover ninety percent (90%) of the acquisition price. Taylor County will provide \$34,000 of the 10% match committed to in the FCT Grant Application. The property owner selling the property will provide the remainder of the 10% match. No restrictions are expected from the funding sources.

Adjacent land uses include the Big Bend Seagrasses Aquatic Preserve; coastal waters designated Outstanding Florida Waters and residential uses. No potential conflict is expected regarding the uses or management of the project site. Taylor County will be working to obtain recreational facility grant funds to develop the park facilities and provide other activities described in this Management Plan.

Continuing to provide waterfront access to the coastal waters is of great importance to the residents and businesses of Taylor County

#### II. Purpose

The purposes of this project are as follows:

✓ Provide additional public parking access to the Keaton Beach Boat Ramp for recreational use. Reduce the current hazard from boats and trailers parking along the road for 1-2 miles from the boat ramp

- ✓ Provide additional recreational facilities adjacent to the existing Keaton Beach Boat Ramp Park, which will enhance public access and including restroom facilities, a multi-use playing field, volleyball, tetherball, horseshoe pits, and walking trails.
- ✓ Protect surrounding wetlands and provide wildlife observation decks with boardwalks to view natural resources. The project will also offer protection of an archaic archeological site.

#### **Key Management Objectives**

Once the land is acquired, Taylor County will develop and manage the park as:

- 1. An extension of the existing Keaton Beach Boat Ramp Park. Keaton Beach Boat Ramp Park is an upland park with two ramps, a floating dock and pier, a restroom, picnic facilities and a sidewalk.
- 2. A linked outdoor recreational area that will ensure continued public access to the Gulf of Mexico and enjoyment of the natural coastal resources along the Gulf of Mexico shoreline.
- 3. A variety of recreational opportunities and help preserve the historic fishing heritage of Keaton Beach.
- 4. An area for the conservation, protection and enhancement of natural resources, and for public outdoor recreation that is compatible with the conservation, protection and enhancement of the site.

#### **Comprehensive Plan Implementation**

Acquisition of the project site will help implement many of the Taylor County comprehensive plan directives. The following are a selection of key comprehensive plan directives that will be fulfilled by the purchase and management of the project site. This is a selection of some key plan directives not a complete list of all of the Goals, Objectives and Policies listed in the FCT Grant Application.

- 1. Recreation and Open Space Element Goal VI. requires Taylor County to ensure the provision and maintenance of adequate recreation facilities and open spaces for residents and visitors.
- 2. Recreation and Open Space Element Policy V1.1.1 requires Taylor County to maintain the number of access points to water-oriented recreational resources, which will meet or exceed the County standards.
- 3. Capital Improvements Element Policy VIII. 4.3 requires the County to apply for federal or state grant funding for projects which recognize the other policies of the comprehensive plan.
- 4. Coastal Management Goal IX to protect, conserve, or enhance coastal resources, reduce vulnerability of coastal development and public facilities to natural hazards and ensure public access to the shoreline.
- 5. Conservation Element Policy V.2.3 requires the County to identify and make recommendations to appropriate state agencies for the purchase of environmentally sensitive lands.

The Project furthers the above-cited directives because:

>Of the 54 miles of coastline in Taylor County, Keaton Beach Boat Ramp is the only publicly owned boat ramp on the Gulf. The Keaton Beach Boat Ramp Park provides about 1,400 feet of public

access to the coastline/beach. This new Keaton Beach Coastal Park site will provide facilities for additional public access to the boat ramp and the Gulf of Mexico and also enhance the coastal resources. The Keaton Beach Coastal Park improves the standards set in the Comprehensive Plan, and recognizes the other policies of the Plan. Providing access to the Gulf is crucial to the economy and tourism in Taylor County. The Keaton Beach Boat Ramp is heavily used by visitors and residents for water-related recreation. As previously indicated, there is a serious lack of parking facilities and boaters park for some distance from the ramp along the roads in the area. Traffic is often backed up for miles due to a lack of parking spots available as people wait for someone to leave.

- This acquisition will provide a much-needed solution to the traffic congestion in the area due to boat ramp traffic and parking along the road. Providing access to the Gulf is critical to the economy and tourism trade in Taylor County. In addition to providing access to the Gulf via parking for the boat ramp, other recreation activities will include walking and nature trails, volleyball, tetherball, horseshoe pits, and a multi-use playing field, which will accommodate activities such as soccer, softball and Frisbee playing. Picnic areas and wildlife observation activities will be offered.
- ➤ Approximately 20 acres of the site are environmentally sensitive, undisturbed wetlands. The Florida Natural Areas Inventory (FNAI) recognizes this by identifying the site as a Locally Significant Natural Area. The site is adjacent to the Keaton Beach Boat Ramp and the coastal waters of the Gulf of Mexico that are designated as part of the Outstanding Florida Waters and the Big Bend Seagrasses Aquatic Preserve. This acquisition and the management activities limiting the building of structures reduce the potential for damage to structures by natural hazards.
- The acquisition of this site will offer recreational activities to the residents and economic and tourism opportunities for this rural county of "critical economic concern."

#### Change of Land Use and Zoning Designation

Within one year of acquiring the site, Taylor County will amend the Future Land Use designation of the Project Site from Mixed Use-Urban Development to Public or another more appropriate land use to reflect that the land will be used for conservation, public outdoor recreation and open space.

Following the revision to the future land use designation, the County will also amend the zoning designation of the project site to confirm to the amended future land use designation. Taylor County staff will prepare these amendments

#### **Project Site Identification and Advertising**

For activities conducted by the County or any of its entities, the project site will be identified in all literature and advertising as being acquired with funds obtained from the Florida Communities Trust and that the project site is operated as a natural conservation area and outdoor recreation area. Taylor County will also request that the tourism and economic development groups including the Chamber of Commerce, and Taylor County Tourism Development identify the FCT funds used to purchase this site in all of their advertising and literature.

#### III. Natural and Cultural Resources

#### **Natural Communities**

The Florida Natural Areas Inventory (FNAI) considers a site with at least 20 acres of Potentially Natural Areas (PNA) as a Locally Significant Natural Area. The Florida Natural Areas Inventory (FNAI), reviewed the Keaton Beach Coastal Park Site, and identified 43 acres of FNAI Potential Natural Areas (PNA), priority 1, 2, 3 or 4, (consisting of 23 acres of mesic pine flatwoods and 20 acres of wetlands), and thus recognized this project site as a Locally Significant Natural Area. A survey of the natural communities will be completed in June 2009 as identified in Exhibit L and a representative sample of the various plant species found in each natural community will be provided at the time of this survey.

Protection of natural communities will be achieved through the use of various measures including best management practices, mechanical thinning of vegetation, limited access to certain areas to prevent trash dumping, bollards to prevent vehicular access and fencing around parking areas, and augmented plantings in invasive species removal areas to prevent recolonization of exotic plants.

While no unique natural or geologic features have been identified on site, the County will request that the natural community survey include a field review of the site to identify the presence of any such features.

Staff from both the Florida Fish and Wildlife Conservation Commission and the Suwannee River Water Management District have also confirmed that 23.45 acres of the site are pine flatwoods uplands and the remaining 20 acres are wetlands.

#### Inventory of Natural Communities (also see Listed Plant Species section below)

As indicated above, a survey of the natural communities and plant species on the project site will be conducted prior to the development of the project site. The survey will be used during development of the site to ensure the protection, restoration, and preservation of the natural communities on the project site.

Periodic surveys (annually for the first two years- then bi-annually) will be conducted of listed species using the project site. The County will notify the Florida Natural Areas Inventory on the appropriate forms of any new information obtained from these surveys. These forms are included in Exhibit D.

#### Conditions/Restoration

A significant portion of the upland areas on site will be restored with native vegetation. Two to three acres of exotic vegetation (more than 20 Camphor trees) will be removed and replanted with native vegetation including shade trees around the activity areas. The housing structure and debris around it will be removed and this area replanted.

As the park site is developed with the recreational facilities, it is anticipated that approximately 15 total acres will be affected. An initial photo-monitoring will be conducted prior to any land-clearing activities on site, and then implemented on an ongoing basis, to insure the continued viability of natural vegetative communities and listed species found on the project site. The survey of natural communities is to be completed by June 2009 as described above, and will address the overall condition of the communities, i.e., how they have been impacted by clearing, mowing, parking, trash dumping, any alterations of hydrology and/or the areas which have remained relatively free of adverse impacts. Planned recreational

activities in those areas which have been disturbed will be designed in such a way to allow for replanting with native vegetation to improve the function and aesthetics of the site.

The County will implement the restoration plan in October 2012 and will incorporate into this plan, data from the natural community/plant and animal surveys as indicated in Exhibit L, and measures to address minimizing or eliminating activities which have negatively impacted these areas The goal of the restoration plan will be to include a variety of canopy, understory and groundcover plantings that will enhance plant diversity and provide high-quality food sources for animal species indicative of the natural communities on site.

Upland vegetative species will be used around proposed outdoor recreation improvements. Appropriate Florida native trees, shrubs and herbaceous plants will be selected based on the specific needs and circumstances of each restored area to ensure visual integration with surrounding natural communities, including, but not limited to Yaupon, Live Oak and Flowering Plants.

Annual photo-monitoring will be implemented to insure the continued viability of natural vegetative communities and listed species found on the project site. Annual monitoring will be conducted for the first five years and thereafter every two years.

#### **Invasive Exotic Plants**

Removal of invasive exotic plants from this and other sites throughout the state is vital to the protection of Florida's natural communities. Invasive exotic plants harm Florida's natural communities and are the principal reason for the loss of biodiversity.

An ongoing monitoring and control program for invasive vegetation including exotic (non-native) and nuisance native plant species shall be implemented at the project site at a minimum yearly, to prevent reinfestation of invasive exotic plants. The objective of the control program shall be the elimination of invasive exotic plant species and the maintenance of a diverse association of native vegetation.

Removal of invasive exotic species will facilitate re-establishment of native plant and animals to the natural community. Examples of invasive exotic plant removal techniques; include removal by applications of herbicides, removal by mechanical means or a combination of the two. Where practical mechanical removal and control will be used. Priority will be given to the removal of large trees or plants with heavy fruit/seed potential. Chemical control including cut-stump, basal bark, and foliar treatments will be utilized strictly following all state and federal label instructions, best management practices, and extreme care to minimize off-target damage.

Special care will be observed following clearing, mowing, or other disturbance, so these areas particularly vulnerable to invasion are monitored more frequently and extensively. The site will be managed to achieve a healthy ecosystem with good species diversity to help deter infestation.

The County will refer to the "Exotic Pest Plant Council's list of Florida's Most Invasive Species" included as Exhibit E in this Management Plan, for clarification of restoration questions on the site and removal of exotic species.

#### Prescribed Burn Plan

At the present time a need for a prescribed burn program has not been identified. Taylor County will coordinate with the Division of Forestry on the need for a burn plan after approval of the management

plan. If a burn plan is needed, the County will develop a neighborhood outreach program to inform residents of the benefits of prescribed burns; establish a time frame for drafting a burn plan; and commit to installing fire-lines along the perimeter. If the Division of Forestry determines a burn plan is required, the timeline in Exhibit L will be modified to reflect this burn plan and a timeline for preparation of such.

#### **Feral Animal Program**

As shown in the timeline in Exhibit L, beginning sometime in January 2009 a feral animal removal program will begin. This ongoing feral animal removal program shall be developed and implemented for dogs, cats, and other non-native wildlife that may be found on the project site. The Project Manager will conduct the monitoring with the assistance of Taylor County Animal Control Department.

If any feral animals are found on the land, the County will either remove the feral animals or contact Animal Control to assist in the removal.

#### **Listed Plant Species**

As discussed in the Natural Communities section above, the Project Site contains approximately 23 acres of predominantly pine flatwoods and 20 acres of wetlands. This site is adjacent to the managed areas in the Big Bend Seagrasses Aquatic Preserve and contains rare species habitat for the Florida Mouse and Bald Eagle.

An inventory/survey of the plant species (as described in the Inventory of Natural Communities section above) will be conducted on the project site after purchase and prior to site development. The County will use the survey to ensure the protection, restoration and preservation of the natural communities on the project site as described in the Natural Communities section above. If located, any invasive exotic plant species will be removed.

The inventory of the listed plant species <u>found</u> on the Project Site and a separate list of species that <u>may be found</u> on the Project Site based on the vegetative communities will be provided beginning in June 2009 as indicated in Exhibit L. Management techniques to be taken to protect listed plant species will include such items as limiting foot traffic near listed species, minimizing the use of herbicides, control of exotic plant species, design features of any future burn plan and/or mechanical clearing plan, to protect listed plants.

#### **Listed Animal Species**

As previously indicated, this site was identified by FNAI as being in a Locally Significant Natural Area because it contains rare species habitat for the Florida Mouse and Bald Eagle.

The Florida Black Bear has also been sited at the project location. The listed species use both the uplands and wetlands. The undeveloped project site will be managed to protect and enhance the habitat, including protection of the pristine wetlands. Numerous species of birds have been documented at the site at or near the protected wetland area. Endangered or rare species at the site include Marians, Marsh Wren, Scott's Seaside Sparrow, Bachman's Sparrow, and the Gulf Sturgeon, Louisiana Heron, Snowy Egret, Tri-colored Egret, Brown Pelican, Reddish Egret, Royal Tern, Limpkin, Louisiana Seaside Sparrow, Roseate Spoonbill and the Black Skimmer. Rafinesque's Big-Ear Bat and the Big Brown Bat have been documented at or near the site.

The listed animal species found on the Project Site with the initial survey will be identified in the survey report as noted in Exhibit L.

The project site will be managed in a manner that protects and enhances habitat for listed wildlife species that utilize or could potentially utilize the project site. Protection will be achieved by the use of various management techniques to protect listed animal species, such as minimizing the use of herbicides and pesticides, managing plant communities to provide shelter and high-quality food source for listed species, controlling exotic plant species and feral animal population, and providing for safe road crossings as described herein.

The County will coordinate with the Fish and Wildlife Conservation Commission's Office of Environmental Services to ensure the preservation and viability of listed species using the project site.

The location of this Park provides an excellent opportunity for viewing the endangered waterfowl from the existing pier and docks at the Boat Ramp Park and the new trail/boardwalk planned on this Coastal Park.

#### Archeological, Cultural, and Historical Resource Protection

At the southwest corner of the Park is an archaeological feature believed to be an Archaic Site that dates between 3000-500 B.C. Further archeological work will be completed and the feature will be incorporated into the park design. This archeological feature will be an important component in the educational programs which will be implemented at the project site. This feature is FloridaMaster Site File 8TA405.

Local history indicates a Civil War salt work site may be in the area, but this information has not been confirmed. There are several salt work sites in the surrounding areas, which have been confirmed. The adjacent property also has a Master Site File for a significant county archaeological site where historic pottery shards and other one matter were excavated. Local documentation of these features was received from the Taylor County Historical Commission during preparation of the FCT grant application, and information indicating this portion of the coastline played an important role in the Civil War with the salt works and logging and shipping of timber.

Any significant resources found on adjacent to this site will be recorded and interpreted for the public in the educational/interpretive kiosks on site.

Taylor County will seek grant funds to complete an archaeological survey of this property between June and December 2009 and will coordinate with the Department of State, Division of Historical resources prior to the commencement of any site development including restoration activities. Any development on site will be done in a way to prevent the disturbance of these identified historically significant sites. If evidence is found to suggest an archeological or historic resource at the Project Site, the Division of Historical Resources will be notified immediately.

Unless prior authorization is obtained from the Department of State, Division of Historical Resources, the County will forbid the collection of artifacts or the disturbance of the historical resources on the project site. Areas of found or suspected historical resources will be fenced and foot and vehicular traffic directed away until a plan for management and protection of these resources has been prepared and implemented in coordination with the Division of Historical Resources.

Management of the historical resources on the project site will comply with the provisions of Chapter 267, Florida Statutes, Sections 267.061 2(a) and (b).

#### IV. Site Development and Improvement

- 1. <u>Signage</u>: Taylor County will place two signs acknowledging and identifying the Project Site was purchased with funds from "Florida Communities Trust". The signs shall be at least 3'x 4' in size and include the FCT logo and the year the site was acquired. The signs shall be located at the entrance area to the park and in the common recreation area.
- 2. <u>Management Plan Revisions</u>: Any proposed modifications of the Management Plan and/or undertaking of any site alterations or physical improvements that are not addressed in the approved Management Plan will be submitted to FCT for review and approval.
- 3. <u>Education Signs</u>: Interpretive signs will be located throughout the Project Site to educate visitors about the natural environment and any known archeological and historical resources on the Project Site.

#### **Existing Physical Improvements**

The site is relatively undisturbed with 20 acres in pristine wetlands and some minor disturbance of uplands with invasive vegetation. About 5 acres of the uplands have been disturbed or altered by the former home site, which is in ruins, and by debris related to that structure.

#### **Proposed Physical Improvements**

Taylor County proposes various physical improvements as identified in the FCT Grant Application and throughout this Management Plan. The list below contains the physical recreation improvements and acreage of the facilities (if applicable) to be developed on the Park Site. Estimated costs of these along with other management activities and a possible funding source are included in Exhibit K. Exhibit L is a Priority Timeline of when each stage of Park development will be conducted. This Timeline will be updated with the Annual Stewardship Report discussed in Section VIII, Monitoring and Reporting.

- 1. Picnic Facility
- 2. Wildlife Observation Platform/Birding Observation Deck
- 3. Horseshoe Pit
- 4. Volleyball Court
- 5.Tetherball
- 6.Parking Facility
- 7.Looped Nature Trail (at least 1/4 mile)
- 8.Restroom
- 9.Bike Racks
- 10.Sidewalk
- 11.Interpretive Kiosks and Signs
- 12.Stormwater Treatment Facility

Exhibit F, the Master Site Plan shows the approximate size of each physical improvement in the list above. Impacts to the pine flatwoods are expected from development of the listed recreational facilities. The areas that are impacted which are outside the facilities will be replanted with native vegetation. No impacts are expected to the wetlands as they will remain in the pristine state and activities directed away or over via the raised boardwalk along the trail.

Taylor County will coordinate design and construction with FNAI, the Departmental Protection and the North West Florida Water Management District to ensure the protection of listed plant and animal species

found on site. No physical improvements will be constructed until the archaeological, plant and animal surveys are complete.

A bike path will be provided along Beach Road adjacent to the site and bike racks placed on site away from the parking area to limit conflict between bicyclists and cars or boats. This location will place the bike racks close to the trail and easily accessible to the adjacent boat ramp and fishing pier.

Safe road crossings including a pedestrian crossing sign and caution light to ensure the safe movement of pedestrians from the parking area and across Beach Road.

Picnic areas and a picnic pavilion along with benches will be provided along the Keaton Beach Park trail. Benches and trash cans will be placed at the location where this trail meets the Taylor Coastal Loop County staff will install trash cans throughout the site including at the picnic areas, adjacent to the Multi-Use Field; and at the kiosk locations along the nature trail.

If any utility lines are installed to provide services on site they will be buried if the funds are available.

#### Wetland Buffer

A minimum 100-foot buffer will be provided between the parking lot, major facilities such as the multiuse field and wetlands.

The water quality of the adjacent waters of the Big Bend Seagrasses Aquatic Preserve shall be protected and enhanced through the implementation of appropriate watershed management techniques.

#### **Parking**

The parking area will be on the southwestern entrance to the site directly across from the Boat Ramp Park. Access to the parking will be via the Beach Road. Approximately 50 truck and trailer parking spaces and 25 vehicle spaces for passive use will be built at the Park site.

The location and design of the parking facility shall be designed to have minimal impacts on natural resources. The parking area shall incorporate pervious material wherever feasible.

Parking and vehicle turn-around will be contained to the designated areas by installing wheel stops, bollards and fencing around the perimeter of the parking area. Bike racks shall be installed at the end of the project site away from the parking and turn-around area to provide an alternative to automobile transportation to the project site. The road and right-of-way along Beach Road in front of the newly planned parking area will be designated as no parking areas along the roadway.

No parking development will be completed until the natural community/plant and animal survey and archeological survey of the site are conducted and protection plans in place to address any potential impacts to these features.

#### **Stormwater Facilities**

Two stormwater treatment facilities are planned for this site, one along the western end of the parking area and one north/west of the multi-use fields. The facilities are shown on the Conceptual Master Site Plan in Exhibit F to this Management Plan. This Park site and the adjacent land are at sea level or below thus flooding or surface water runoff occasional affect this land. Installations of stormwater facilities are

essential to ensure protection of surface water quality on and off—site. In addition to improving surface water quality and reducing flooding problems, the stormwater treatment facilities will help improve the quality of adjacent surface waters. The design location of the facilities will be coordinated with the Water Management District and Department of Environmental Protection and the design and location of these facilities as shown on the Master Site Plan modified accordingly. If necessary, the Master Site Plan shall be revised to show the change in location of the planned facilities.

Final design of stormwater treatment facilities will be completed when actual construction drawings are finalized.

It is intended for future stormwater facilities for the project site to be designed with shallow slopes (i.e., 8/1 to 12/1; without fences to provide recreation open space or wildlife habitat in a park like setting; and incorporated into the trail system and open spaces on site. The retention area will be landscaped with native vegetation. The wetlands on the Park are home to many bird species and wildlife and the retention area will provide them with additional habitat.

#### Landscaping

Upland vegetative species will be used around proposed outdoor recreation improvements. Appropriate Florida native trees, shrubs and herbaceous plants will be selected based on the specific needs and circumstances of each landscaped area to ensure visual integration with surrounding natural communities, including, but not limited to Yaupon, Live Oak and Flowering Plants.

Landscaping will be provided at the edge of the Multi-Use Field and along the perimeter of the parking area. A conceptual landscape plan has not been designed but will be done after acquisition. The County will seek grant funds and volunteers to help design and landscape the Project Site including local community youth and senior groups. In addition to the examples listed above, other examples of native plants to be used may include but are not limited to Cabbage or Sago Palm and Florida Azalea. The areas to be landscaped as described above are shown on the Master Site Plan. The landscape design efforts will begin in December 2009 and landscaping activities shall begin after the design, as funds and/or volunteer time and plants are obtained.

#### **Hazard Mitigation**

The entire Park Site is in the 100-year flood plain. No major structures are planned for this site and the trail will be routed around wetlands to minimize impacts. Boardwalks will be constructed where so needed to ensure the continued function and capacity of the floodplain. A Map of the 100-year flood plain is included as Exhibit N.

#### **Education Program**

Taylor County has committed to provide at least twelve (12) regularly scheduled environmental or historical educational programs per year at the Project Site conducted by trained educators or resource professionals. Ten (10) environmental and biological classes will be conducted by the County Extension Office and taught by the County Extension Agent, who is a biologist and the County Marine Agent. The Extension Agent currently conducts frequent programs with assistance from the Florida Fish and Wildlife Conservation Commission and the Division of Forestry, and the County will request staff from these agencies provide expertise, educational materials and assistance with the programs.

Four (4) or more environmental and historical classes will be conducted by the Boys and Girls Club on the site with trained educators or resource professionals.

In addition, Ross Morrell, a retired archaeologist from the Bureau of Historic Preservation, will conduct at least two (2) programs on the site for the County. Educational programs are anticipated to begin around June 2010.

#### **Permits**

The County will obtain the proper permits from the Department of Environmental Protection and any other required permits before building the boardwalk and stormwater improvements.

## Easements, Concessions, and Leases

There are no current easements or concessions and none planned for the future. There are no submerged land leases on any parcels in the project site.

The County will notify FCT in writing 60 days prior with any information regarding any lease of interest, operation of any concession, any sale or option, the granting of any management contracts, and any use by any person other than in such person's capacity as a member of the general public and no document will be executed without the prior written approval of FCT.

The County will not execute any other documents applicable to the project site without the prior written approval of FCT.

The County acknowledges that any park fees collected are placed in a segregated account solely for the upkeep and maintenance of the Project Site.

The requirements imposed by other grant program funds that may be sought for activities associated with the project site shall not conflict with the terms and conditions of this award.

The County acknowledges that any proposed modifications of the Management Plan or any undertaking of site alterations or physical improvements that are not addressed in the approved Management Plan will require approval of FCT.

## V. Management Needs

## **Coordinated Management**

Exhibit B shows this Project Site, the adjacent publicly owned lands, and all existing and proposed facilities on both sites and any shared facilities. Adjacent public facilities are all County-owed.

The County has been and will continue to coordinate the management and operation of the project site with other agencies for appropriate guidance, recommendations and necessary permits that may be related to the project site. Management of the park will be coordinated with the Florida Fish and Wildlife Conservation Commission, Suwannee River Water Management District and the Department of Environmental Protection, the Big Bend Seagrasses Aquatic Preserve, the Army Corps of Engineers who control the nearby waterway channels, the Florida Division of Historical Resources and with various other applicable state and local agencies. The County will work with the Big Bend Seagrasses Aquatic Preserve and Suwannee River Water Management District in developing facilities and programs. Coordination will be done by first sending the approved plan to these agencies for review and suggestions; then by ongoing consultation during surveys, design and development of the site to obtain expert advice and best management practice information.

# Trail Network and Greenways

The proposed Recreational Trail System Plan is included in Exhibit G and the Big Bend Saltwater Paddling Trail in Exhibit H. Taylor County will incorporate the Project Site into the trails as shown on the Master Site Plan in Exhibit F and Trail System Plan in Exhibit G. A new land-based nature trail will be constructed on the project site. The Site will serve as a trailhead; connect to the Taylor Coastal Loop Trail and Recreational Trail System; and augment the efforts by the County to create a network of recreational trails that will ultimately connect major recreational and conservation lands in the County.

The Big Bend Saltwater Paddling Trail runs adjacent to this area of the coastline and this site will provide additional public access facilities and signage enhancing this paddling trail system. Both canoeists and kayakers will be able to stop off at this area, use the recreational facilities and restrooms; and then continue on their trip along the Saltwater Paddling Trail.

Taylor County will provide a copy of the approved Management Plan for this site to the Big Bend Seagrasses Aquatic Preserve managers and request suggestions on design of the Park site and management activities to ensure protection of the adjacent coastal waters.

#### **Public Involvement**

After approval of this Management Plan by FCT and acquisition of the Project Site, the County will hold a public meeting to encourage public involvement in the development of the design for the Park.

#### Maintenance

Property maintenance, which includes trash removal, security and routine maintenance, will be the responsibility of the County staff that oversees parks and recreational sites. Contract and inmate labor is routinely used for park maintenance and for minor construction projects at park sites.

# **Security**

The Taylor County Sheriff's Department will provide security for the Park. Park operating hours will be during daylight hours to reduce security needs and minimize vandalism on site. The County will work with local resident volunteers near the park to help provide oversight of the park.

Security will be provided by eliminating uncontrolled access and current disturbance factors from the project site. Although uncontrolled public access has not been a major problem in the past, a perimeter fence around the parking area will be installed; an entrance gate to the park installed; and the site posted with appropriate signage indicating park hours and limited vehicular access.

#### Staffing

Taylor County will not have any staff on the Park site other than for facility construction and maintenance.

## VI. Cost Estimates and Funding Sources

Taylor County will pursue grants from Florida Department of Environmental Protection (FRDAP, LWC, OGT, and CPI), Florida Boating Improvement Program, Florida Department of Transportation, and other applicable funding sources and agencies for its development of recreational facilities in addition to its own annual appropriations for recreation and parks.

The total estimated costs of the project are \$170,300 as shown in Exhibit K, Cost Estimates. The actual costs and updated cost estimates will be included with the Annual Stewardship Report.

# VII. Priority Schedule

Once the property is purchased, Taylor County will immediately begin development of the site as referenced in the Priority Timeline shown in Exhibit L. After approval of the final design, application for funding of recreational facilities will be pursued based on the funding cycle for the appropriate grant/program.

# VIII. Monitoring and Reporting

# **Monitoring**

The progress of the management plan will be measured through careful consideration of the annual or more frequent monitoring events and comparison of actual conditions to goal conditions. Additionally, the progress of the aforementioned schedule may be used to gauge success. Any proposed revisions to this management plan resulting from the annual review process will be submitted to FCT for the required review and approval.

Taylor County staff will assess the progress of all key management activities at the end of each calendar year in preparation of an annual report. The annual report shall provide information including but not limited to: proposed changes in adjacent land uses, floral and faunal monitoring results, burns conducted in the past year and proposed for the subsequent year, the status of restoration and enhancement efforts, recreational uses, exotic species removal, park facility development, permit applications, new management recommendations, and any or all actions not discussed in this management plan.

The goals for the monitoring program will be:

- > Measuring changes in plant community composition over time, including the growth of invasive and/or exotic plant species, and effects from the Park activities.
- The provision of measurable data to use in future Park management decisions.
- To use data conducted from the wildlife and archaeological surveys in management of the site to ensure the continuation of habitat for these species and protection of the resources on site.

## **Annual Stewardship Report**

Taylor County shall prepare and submit to FCT in writing, an Annual Stewardship Report, due on July 30 of each year, which evaluates the implementation of the Management Plan.

## **Management Plan Modifications**

Taylor County shall provide in writing, any proposed modification of the Management Plan and/or any site alterations or physical improvements that are not addressed in the approved Management Plan, to FCT for review and approval. Such changes shall be provided and approved by FCT prior to undertaking them.

# Exhibits -

(All Exhibits are included as attachments to this Management Plan)

- A. Location Map
- B. Public Lands Map
- C. Natural Communities Map
- D. FNAI report forms
- E. Exotic Pest Council's List of Florida's Most Invasive Species
- F. Master Site Plan
- G. Trail Network Plan
- H. Big Bend Saltwater Paddling Trail Map
- I. Executed Grant Award Agreement
- J. Photos of Historical Resources
- K. Cost Estimates
- L. Priority Timeline
- M. List of Funding Sources
- N. Map of 100 Year Flood Plan

This Instrument Prepared By: PREPARED BY AND RETURN TO: Ronald R. Richmond, P.A. 1607 Village Square Blvd. Ste. 7 Tallahassee, FL 32309 Record Fee: 146.00
Deed DOC STAMPS: 21000.00 D.C.

#### WARRANTY DEED

χ) \ \ **ν**ε. THIS INDENTURE, made this 22nd day of December, A.D. 2008, between Keaton Beach, LLC, a Florida limited liability company, whose post office address is 13410 NW 49<sup>th</sup> Lane, Gainesville, FL 32606, grantor, and Taylor County Board of Commissioners whose post office address is P.O. Box 620 Perry, FL 32347, grantee,

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and their heirs, legal representatives, successors and assigns. "Grantor" and "grantee" are used for singular and plural, as the context requires and the use of any gender shall include all genders.)

WITNESSETH: That the said grantor, for and in consideration of the sum of Ten Dollars and other good and valuable considerations, to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantee's successors and assigns forever, the following described land situate, lying and being in Taylor County, Florida, to-wit:

See Exhibit "A: attached hereto and by this reference made a part hereof.

"By acceptance of this warranty deed, the Grantee hereby agrees that the use of the Property described herein shall be subject to the covenants and restrictions as set forth in the Declaration of Restrictive Covenants attached hereto as Exhibit B and recorded in the Public Records of Taylor County, Florida. These covenants and restrictions shall run with the Property herein described. If any term or condition of the Declaration of Restrictive Covenants is violated by the Grantee or by some third party with the knowledge of the Grantee and the Grantee does not correct the violation pursuant to the Declaration of Restrictive Covenants, fee simple title to all interest in the Project Site shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida in accordance with Chapter 380, Part III, Florida Statutes."

# Property Appraiser's Parcel Identification Number: 350707-06825000

This conveyance is subject to easements, restrictions, limitations and conditions of record if any now exist, but any such interests that may have been terminated are not hereby re-imposed.

[This property is not the homestead property of the grantor, nor contiguous to homestead property of the seller, as such homestead is defined under Florida law.]

AND the said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF the grantor has hereunto set grantor's hand and seal, the day and year first above written.

Signed, sealed and delivered in	]
the presence of:	,
PIDDI	- Japlu
Monal M. MILL	BY:
SIGNATURE OF FIRST WITNESS	
0 00	FRED SHORE
ROMAND X. KULIMONDO	13410 NW 49th Lane Gainesville, FL 3260
(PRINTED, TYPED OR STAMPED	(PRINTED, TYPED OR STAMPED NAME
OF FIRST WITNESS)	NAME OF GRANTOR)
•	(PRINTED, TYPED OR STAMPED
	ADDRESS OF GRANTOR)
Temporality Pairos	
(SIGNATURE OF SECOND WITNESS)	
Kimberly D. Shivers	
(PRINTED, TYPED OR STAMPED NAMI	3
OF SECOND WITNESS)	
State of Florida	
County of Leon	
The female in a instrument was calma	owledged before me this 22nd day of December
The foregoing instrument was acknown 2008 by Fred Shore, He/she is personally	known to me or who has produced Florida driver's
license as identification.	known to file of who has produced Fibrida in was s
	MI OCI.
_	(Munbelly to Church
•	(SÍGNÁTURE ØF NOTARY PUBLIC)
	William Kimb
_	Kimberly D. Shivers
	(PRINTED, PARTY OF TANKET) NAME OF
•	NOTARY PUBLIC) 800ded Tray Fells intersere, inc. 800-385-7019 Commission No.:
	My Commission Expires:
	*

Title No.: 190800594

#### LEGAL DESCRIPTION

#### **EXHIBIT "A"**

Commence at the NE corner of NE 1/4 of NE 1/4 of Section 35, Township 7 South, Range 7 East; thence run North 89 degrees 03 minutes 10 seconds West bearing base along the Section line 622.00 feet to the Point of Beginning: thence run South 00 degrees 53 minutes 31 seconds West parallel with the East Section line of NE 1/4 of NE 1/4 1025,50 feet; thence run South 78 degrees 11 minutes 31 seconds West 200.00 feet; thence run South 00 degrees 53 minutes 31 seconds West 100.00 feet; thence run North 78 degrees 11 minutes 31 seconds East 200.00 feet to the Westerly edge of a County maintained road, also known as South Jody Morgan Road; thence run along said Westerly edge of road South 39 degrees 55 minutes 35 seconds West 39,36 feet to a 2 inch iron pipe; thence leaving said road run South 78 degrees 23 minutes 26 seconds West 212.17 feet to a 2 inch iron pipe; thence run North 01 degrees 05 minutes 28 seconds East 145.41 feet to a 2 inch iron pipe; thence run South 78 degrees 22 minutes 01 seconds West 100.12 feet to a 2 inch iron pipe; thence run South 01 degree 01 minutes 36 seconds West 145.17 feet to a 2 inch iron pipe; thence run South 78 degrees 37 minutes 10 seconds West 270.96 feet to a 1/2 inch iron pipe; thence run South 11 degrees 27 minutes 40 seconds East 147.51 feet to a 2 inch iron pipe said Point, also being on the North R/W of County Road #361 having a R/W of 100 feet: thence run South 78 degrees 32 minutes 44 seconds West along said North R/W of County Road #361 733,04 feet to the point of curvature of a curve to the right; thence run 84.35 feet along the arc of a curve to the right; said curve having a radius of 50 feet; delta angle of 96 degrees 39 minutes 18 seconds and a chord of 74.70 feet, which bears North 53 degrees 07 minutes 38 seconds West to the Point of Tangency; said point also being on the Easterly R/W of County Road #361 also known as Keaton Beach Road; thence run North 04 degrees 47 minutes 59 seconds West along said Easterly RW of County Road #361 1336.99 feet; thence leaving sald R/W run South 89 degrees 03 minutes 10 seconds East parallel to the North section line of Section 35, 210.00 feet; thence run North 04 degrees 47 minutes 59 seconds West parallel to the said Easterly RW of County Road #361 210.00 feet to the said North section line; thence run South 89 degrees 03 minutes 10 seconds East along the section line 1282.67 feet to the Point of Beginning. Said parcel is located in Taylor County, Florida.

This document prepared by: Kristen L. Coons, Esquire Florida Communities Trust Department of Community Affairs 2555 Shumard Oak Blvd. Tallahassee, FL 32399

> FLORIDA COMMUNITIES TRUST FF7 AWARD #07-051-FF7 FCT Contract #08-CT-C1-07-F7-J1-051 KEATON BEACH COASTAL PARK

# DECLARATION OF RESTRICTIVE COVENANTS

THIS AGREEMENT is entered into by and between the FLORIDA COMMUNITIES TRUST ("FCT"), a nonregulatory agency within the State of Florida Department of Community Affairs, and TAYLOR COUNTY, a political subdivision of the State of Florida ("Recipient").

## THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING FACTS:

WHEREAS, the intent of this Agreement is to impose terms and conditions on the use of the proceeds of certain bonds, hereinafter described, and the lands acquired with such proceeds, as described in Exhibit "A" attached hereto and made a part hereof ("Project Site"), that are necessary to ensure compliance with applicable Florida law and federal income tax law and to otherwise implement the provisions of Sections 259.105, 259.1051 and Chapter 380, Part III, Florida Statutes;

WHEREAS, Chapter 380, Part III, Fla. Stat., the Florida Communities Trust Act, creates a non-regulatory agency within the Department of Community Affairs ("Department") that will assist local governments in bringing into compliance and implementing the conservation, recreation and open space, and coastal elements of their comprehensive plans or in conserving natural resources and resolving land use conflicts by providing financial assistance to local governments and nonprofit environmental organizations to carry out projects and activities authorized by the Florida Communities Trust Act;

WHEREAS, FCT is funded through either Section 259.105(3)(c), Fla. Stat. of the Florida Forever Act, which provides for the distribution of twenty-two percent (22%), less certain reductions, of the net Florida Forever Revenue Bond proceeds to the Department, or any other revenue source designated by the Florida Legislature, to provide land acquisition grants to local governments and nonprofit environmental organizations for the acquisition of community-based projects, urban open spaces, parks and greenways to implement local comprehensive plans;

WHEREAS, the Florida Forever Revenue Bonds are issued as tax-exempt bonds, meaning the interest on the Bonds is excluded from the gross income of bondholders for federal income tax purposes;

DRC\07-051-FF7

EXHIBIT B

WHEREAS, Rule 9K-7.009(1), Florida Administrative Code ("F.A.C."), authorizes FCT to impose conditions for funding on those FCT applicants whose projects have been selected for funding;

WHERBAS, FCT has approved the terms under which the Project Site was acquired and the deed whereby the Recipient acquired title to the Project Site. The deed shall contain such covenants and restrictions as are sufficient to ensure that the use of the Project Site at all times complies with Section 375.051, Florida Statutes and Section 9, Article XII of the State Constitution and it shall contain clauses providing for the conveyance of title to the Project Site to the Board of Trustees of the Internal Improvement Trust Fund ("Trustees") upon the failure of the Recipient to use the Project Site acquired thereby for such purposes; and

WHEREAS, the purpose of this Agreement is to set forth the covenants and restrictions that are imposed on the Project Site subsequent to disbursing FCT Florida Forever funds to the Recipient for Project Costs.

NOW THEREFORE, in consideration of the mutual covenants and undertakings set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, FCT and the Recipient do hereby contract and agree as follows:

# I. PERIOD OF AGREEMENT

1. This Agreement shall begin upon execution by both parties. The covenants and restrictions contained herein shall run with the Project Site and shall bind, and the benefit shall inure to, FCT and the Recipient and their respective successors and assigns.

# II. MODIFICATION OF AGREEMENT

1. Either party may request modification of the provisions of this Agreement at any time. Changes which are mutually agreed upon shall be valid only when reduced to writing and duly signed by each of the parties hereto. Such amendments shall be incorporated into this Agreement.

# III. RECORDING AND APPROVAL OF DECLARATION OF RESTRICTIVE COVENANTS

- 1. Upon execution by the parties hereto, the Recipient shall cause this Agreement to be recorded and filed in the official public records of **Taylor County**, Florida, and in such manner and in such other places as FCT may reasonably request. The Recipient shall pay all fees and charges incurred in connection therewith.
- 2. The Recipient and FCT agree that the State of Florida Department of Environmental Protection shall forward this Agreement to the Department of Environmental Protection Bond

Counsel for review. In the event Bond Counsel opines that an amendment is required to this Agreement so that the tax-exempt status of the Florida Forever Bonds is not jeopardized, FCT and the Recipient shall amend the Agreement accordingly.

# IV. NOTICE AND CONTACT

1. All notices provided under or pursuant to this Agreement shall be in writing and delivered either by hand delivery or first class, certified mail, return receipt requested, to the addresses specified below. Any such notice shall be deemed received on the date of delivery if by personal delivery or upon actual receipt if sent by registered mail.

FCT:

Florida Communities Trust

Department of Community Affairs

2555 Shumard Oak Bivd.
Taliahassee, FL 32399-2100
ATTN: Program Manager

Recipient:

Taylor Co. BOCC

201 E. Green Street

Perry, FL 32347

ATTN: Program Manager

2. In the event that a different representative or address is designated for paragraph 1. above after execution of this Agreement, notice of the change shall be rendered to FCT as provided in paragraph 1. above.

# V. PROJECT SITE TITLE REQUIREMENTS IMPOSED BY CHAPTER 259, CHAPTER 375 AND CHAPTER 380, PART III, FLA. STAT.

- 1. Any transfer of the Project Site shall be subject to the approval of FCT and FCT shall enter into a new agreement with the transferee containing such covenants, clauses or other restrictions as are sufficient to protect the interest of the State of Florida.
- 2. The interest acquired by the Recipient in the Project Site shall not serve as security for any debt of the Recipient.
- 3. If the existence of the Recipient terminates for any reason, title to the Project Site shall be conveyed to the Trustees unless FCT negotiates an agreement with another local government, nonprofit environmental organization, the Florida Division of Forestry, the Florida Fish and Wildlife Conservation Commission, the Department of Environmental Protection or a Water Management District who agrees to accept title and manage the Project Site.

DRC\07-051-FF7 12/8/2008 4. In the event that the Project Site is damaged or destroyed or title to the Project Site, or any part thereof, is taken by any governmental body through the exercise or the threat of the exercise of the power of eminent domain, the Recipient shall deposit with FCT any insurance proceeds or any condemnation award and shall promptly commence to rebuild, replace, repair or restore the Project Site in such manner as is consistent with the Agreement. FCT shall make any such insurance proceeds or condemnation award moneys available to provide funds for such restoration work. In the event that the Recipient fails to commence or to complete the rebuilding, repair, replacement or restoration of the Project Site after notice from FCT, FCT shall have the right, in addition to any other remedies at law or in equity, to repair, restore, rebuild or replace the Project Site so as to prevent the occurrence of a default hereunder.

Notwithstanding any of the foregoing, FCT shall have the right to seek specific performance of any of the covenants and restrictions of this Agreement concerning the construction and operation of the Project Site.

## VL MANAGEMENT OF PROJECT SITE

- 1. The Project Site shall be managed only for the conservation, protection and enhancement of natural and historical resources and for compatible passive, natural resource-based public outdoor recreation, along with other related uses necessary for the accomplishment of this purpose. The proposed uses for the Project Site are specifically designated in the Management Plan approved by FCT.
- 2. The Recipient shall ensure that the future land use designation assigned to the Project Site is for a category dedicated to open space, conservation or outdoor recreation uses, as appropriate. If an amendment to the applicable comprehensive plan is required, the amendment shall be proposed at the next comprehensive plan amendment cycle available to the Recipient.
- 3. The Recipient shall ensure, and provide evidence thereof to FCT, that all activities under this Agreement comply with all applicable local, state, regional and federal laws and regulations, including zoning ordinances and the adopted and approved comprehensive plan for the jurisdiction, as applicable. Evidence shall be provided to FCT that all required licenses and permits have been obtained prior to the commencement of any construction.
- 4. The Recipient shall, through its agents and employees, prevent the unauthorized use of the Project Site or any use thereof not in conformity with the Management Plan approved by FCT.
- 5. FCT staff or its duly authorized representatives shall have the right at any time to inspect the Project Site and the operations of the Recipient at the Project Site.
- 6. All buildings, structures, improvements and signs shall require the prior written approval of FCT as to purpose. Further, tree removal, other than non-native species, and major land

alterations shall require the written approval of FCT. The approvals required from FCT shall not be unreasonably withheld by FCT upon sufficient demonstration that the proposed structures, buildings, improvements, signs, vegetation removal or land alterations will not adversely impact the natural resources of the Project Site. FCT's approval of the Recipient's Management Plan addressing the items mentioned herein shall be considered written approval from FCT.

- 7. If archaeological and historic sites are located on the Project Site, the Recipient shall comply with Chapter 267, Fla. Stat. The collection of artifacts from the Project Site or the disturbance of archaeological and historic sites on the Project Site shall be prohibited unless prior written authorization has been obtained from the Department of State, Division of Historical Resources.
- 8. As required by Rule 9K-7.013, F.A.C., each year after FCT reimbursement of Project Costs the Recipient shall prepare and submit to FCT an annual stewardship report that documents the progress made on implementing the Management Plan.

# VII. SPECIAL MANAGEMENT CONDITIONS

The Management Plan for the project site is mentioned throughout this Agreement, and is particularly described in Section IV. above. In addition to the various conditions already described in this Agreement, which apply to all sites acquired with FCT funds, the Management Plan shall address the following conditions that are particular to the project site and result from either representations made in the application that received scoring points or observations made by the FCT staff during the site visit described in Rule 9K-7.009(1), F.A.C.:

- 1. The following recreational facilities including a picnic pavilion, wildlife observation platform, horseshoe pit, volleyball court, and tetherball court shall be provided. The facilities shall be developed in a manner that allows the general public reasonable access for observation and appreciation of the natural resources on the project site without causing harm to those resources.
- 2. A permanent recognition sign, at a minimum size of 3' x 4', shall be maintained at the entrance area of the project site. The sign shall acknowledge that the project site was purchased with funds from the Florida Communities Trust Program and Taylor County.
- 3. Interpretive kiosks shall be provided on the project site to educate visitors about the area's natural resources and history.
- 4. At least 12 regularly scheduled educational classes or programs shall be provided at the project site per year. These programs shall promote the protection of environmental and historic resources.

- 5. The pine flatwoods and estuarine tidal marsh natural communities that occur on the project site shall be preserved and appropriately managed to ensure the long-term viability of these communities.
- 6. The project site shall be managed in a manner that protects and enhances the listed and non-listed native wildlife species and their habitat. Periodic surveys shall be conducted of listed species using the project site.
- 7. A vegetation analysis of the project site shall be performed to determine which areas need a prescribed burning regime implemented to maintain natural fire-dependent vegetative communities. The development of the prescribed burn program shall be coordinated the Division of Forestry.
- 8. The location and design of any parking facility shall be designed to have minimal impacts on natural resources. The parking area shall incorporate pervious materials wherever feasible.
- 9. Exotic vegetation shall be removed from the project site.
- 10. A significant portion of the upland area on the project shall be planted with native vegetation.
- 11. The quality of surface waters shall be improved by the installation of stormwater facilities on the project site that provide wildlife habitat and/or open space in a park like setting. The development of the stormwater facilities shall be coordinated with the Suwannee River Water Management District.
- 12. An ongoing monitoring and control program for invasive vegetation including exotic (non-native) and nuisance native plant species shall be implemented at the project site. The objective of the control program shall be the elimination of invasive exotic plant species and the maintenance of a diverse association of native vegetation. The management plan shall reference the Exotic Pest Plant Council's List of Florida's Most Invasive Species to assist in identifying invasive exotics on the project site.
- 13. A feral animal removal program shall be developed and implemented for the project site.
- 14. An archaeological survey shall be preformed for any area within the project site proposed for development prior to the commencement of proposed development activities in that area. All planned activities involving known archaeological sites or identified site areas shall be closely coordinated with the Department of State, Division of Historical Resources in order to prevent the disturbance of significant sites. A protection plan shall be developed and implemented in conjunction with the Division of Historical Resources for the protection of known historic sites located on the project site.

- 15. A professional survey shall be conducted to determine the integrity and extent of the existing archaic period archaeological site on the project site. The results of this survey shall be reviewed in conjunction with the Division of Historical Resources to develop an appropriate protection plan for this historic resource.
- 16. Sidewalk access shall be provided that links the project site with adjacent residential neighborhoods.
- 17. Bike racks shall be installed to provide an alternative to automobile transportation to the project site.
- 18. A nature trail of at least 1/4 mile shall be provided on the project site.
- 19. The development and management of the project site shall be coordinated with agencies managing multi-jurisdictional recreational trails Taylor County, to ensure the project site is managed as part of a linked land-based trail system.

# VIII. OBLIGATIONS OF THE RECIPIENT RELATING TO THE USE OF BOND PROCEEDS

- 1. FCT is authorized by Section 380.510, Fla. Stat. to impose conditions for funding on the Recipient in order to ensure that the project complies with the requirements for the use of Florida Forever Bond proceeds including, without limitation, the provisions of the Internal Revenue Code and the regulations promulgated thereunder as the same pertain to tax exempt bonds.
- 2. The Recipient agrees and acknowledges that the below listed transactions, events, and circumstances, collectively referred to as the "disallowable activities," may be disallowed on the Project Site as they may have negative legal and tax consequences under Florida law and federal income tax law. The Recipient further agrees and acknowledges that these disallowable activities may be allowed up to a certain extent based on guidelines or tests outlined in the Federal Private Activity regulations of the Internal Revenue Service:
  - a. any sale or lease of any interest in the Project Site to a governmental agency or a non-governmental person or organization;
  - b. the operation of any concession on the Project Site by a non-governmental person or organization;
  - c. any sales contract or option to buy or sell things attached to the Project Site to be severed from the Project Site with a non-governmental person or organization;

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- d. any use of the Project Site by a non-governmental person other than in such person's capacity as a member of the general public;
- e. any change in the character or use of the Project Site from that use expected at the date of the issuance of any series of Bonds from which the disbursement is to be made;
- f. a management contract for the Project Site with a non-governmental person or organization; or
- g. such other activity or interest as may be specified from time to time in writing by FCT to the Recipient.
- 3. If the Project Site, after its acquisition by the Recipient and/or the Trustees, is to remain subject to any of the disallowable activities, the Recipient shall provide notice to FCT, as provided for in paragraph III.1. above, at least sixty (60) calendar days in advance of any such transactions, events or circumstances, and shall provide FCT such information as FCT reasonably requests in order to evaluate for approval the legal and tax consequences of such disallowable activities.
- 4. In the event that FCT determines at any time that the Recipient is engaging, or allowing others to engage, in disallowable activities on the Project Site, the Recipient shall immediately cease or cause the cessation of the disallowable activities upon receipt of written notice from FCT. In addition to all other rights and remedies at law or in equity, FCT shall have the right to seek temporary and permanent injunctions against the Recipient for any disallowable activities on the Project Site.

DELEGATIONS AND CONTRACTUAL ARRANGEMENTS BETWEEN THE RECIPIENT AND OTHER GOVERNMENTAL BODIES, NONPROFIT ENTITIES OR NON GOVERNMENTAL PERSONS FOR USE OR MANAGEMENT OF THE PROJECT SITE WILL IN NO WAY RELIEVE THE RECIPIENT OF THE RESPONSIBILITY TO ENSURE THAT THE CONDITIONS IMPOSED HEREIN ON THE PROJECT SITE AS A RESULT OF UTILIZING BOND PROCEEDS TO ACQUIRE THE PROJECT SITE ARE FULLY COMPLIED WITH BY THE CONTRACTING PARTY.

# IX. RECORDKEEPING; AUDIT REQUIREMENTS

1. The Recipient shall maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement. These records shall be available at all reasonable times for inspection, review or audit by state personnel, FCT and other personnel duly authorized by FCT. "Reasonable" shall be construed according to the circumstances, but ordinarily shall mean the normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

2. If the Recipient expends a total amount of State financial assistance equal to or in excess of \$500,000 in any fiscal year of such Recipient, the Recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Fla. Stat., the applicable rules of the Executive Office of the Governor and the Comptroller and Chapter 10.550 (local government entities) or Chapter 10.650 (nonprofit organizations), Rules of the Auditor General. In determining the State financial assistance expended in its fiscal year, the Recipient shall consider all sources of State financial assistance, including State funds received from FCT, other state agencies and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements. The funding for this Agreement was received by FCT as a grant appropriation.

In connection with the audit requirements addressed herein, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Fla. Stat. This includes submission of a reporting package as defined by Section 215.97(2)(d), Fla. Stat. and Chapter 10.550 (local government entities) or 10.650 (nonprofit organizations), Rules of the Auditor General.

- 3. If the Recipient expends less than \$500,000 in State financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Fla. Stat. is not required. If the Recipient elects to have an audit conducted in accordance with the provisions of Section 215.97, Fla. Stat., the cost of the audit must be paid from non-State funds (i.e., the cost of such an audit must be paid from Recipient funds not obtained from a State entity).
- 4. The annual financial audit report shall include all management letters, the Recipient's response to all findings, including corrective actions to be taken, and a schedule of financial assistance specifically identifying all Agreement and other revenue by sponsoring agency and agreement number. Copies of financial reporting packages required under this Article shall be submitted by or on behalf of the Recipient directly to each of the following:

Department of Community Affairs (at each of the following addresses):

Office of Audit Services

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

and

Florida Communities Trust 2555 Shumard Oak Boulevard Tallahassee, Florida 32399-2100

State of Florida Auditor General at the following address:
Auditor General's Office
Room 401, Claude Pepper Building

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# 111 West Madison Street Tallahassee, Florida 32302-1450

- 5. If the audit shows that any portion of the funds disbursed hereunder were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to FCT of all funds not spent in accordance with the applicable regulations and Agreement provisions within thirty (30) days after FCT has notified the Recipient of such non-compliance.
- 6. The Recipient shall retain all financial records, supporting documents, statistical records and any other documents pertinent to this Agreement for a period of five years after the date of submission of the final expenditures report. However, if litigation or an audit has been initiated prior to the expiration of the five-year period, the records shall be retained until the litigation or audit findings have been resolved.
- 7. The Recipient shall have all audits completed in accordance with Section 215.97, Fla. Stat. performed by an independent certified public accountant ("IPA") who shall either be a certified public accountant or a public accountant licensed under Chapter 473, Fla. Stat. The IPA shall state that the audit complied with the applicable provisions noted above.

# X. DEFAULT; REMEDIES; TERMINATION

If any essential term or condition of the Declaration of Restrictive Covenants is violated by the Recipient or by some third party with the knowledge of the Recipient, the Recipient shall be notified of the violation by written notice given by personal delivery, registered mail or The recipient shall diligently commence to cure the violation or registered expedited service. complete curing activities within thirty (30) days after receipt of notice of the violation. If the curing activities can not be reasonably completed within the specified thirty (30) day time frame, the Recipient shall submit a timely written request to the FCT Program Manager that includes the status of the current activity, the reasons for the delay and a time frame for the completion of the curing activities. FCT shall submit a written response within thirty (30) days of receipt of the request and approval shall not be unreasonably withheld. It is FCT's position that all curing activities shall be completed within one hundred twenty (120) days of the Recipient's notification of the violation. However, if the Recipient can demonstrate extenuating circumstances exist to justify a greater extension of time to complete the activities, FCT shall give the request due consideration. If the Recipient fails to correct the violation within either (a) the initial thirty (30) day time frame or (b) the time frame approved by FCT pursuant to the Recipient's request, fee simple title to all interest in the Project Site shall be conveyed to the Trustees unless FCT negotiates an agreement with another local government, nonprofit environmental organization, the Florida Division of Forestry, the Florida Fish and Wildlife Conservation Commission, the Department of Environmental Protection or a Water Management District, who agrees to accept title and manage the Project Site. FCT shall treat such property in accordance with Section 380.508(4)(e), Fla. Stat.

## XI. STANDARD CONDITIONS

- 1. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall lie in Leon County. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict and shall be severable, but shall not invalidate any other provision of this Agreement.
- 2. No waiver by FCT of any right or remedy granted hereunder or failure to insist on strict performance by the Recipient shall affect or extend or act as a waiver of any other right or remedy of FCT hereunder, or affect the subsequent exercise of the same right or remedy by FCT for any further or subsequent default by the Recipient.
- 3. The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), if applicable, which prohibits discrimination by public and private entities on the basis of disability in the areas of employment, public accommodations, transportation, State and local government services, and in telecommunications.
- 4. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit lease bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of Category Two for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.
- 5. No funds or other resources received from FCT in connection with this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

This Agreement including Exhibit "A" embodies the entire agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

Witness:	TAYLOR COUNTY, a political subdivision of the State of Florida
Onnie Mee Murphy Print Name: Annie Mae Murphy	By: Rudolph Yarker
Print Name: Gary Knowles	Date: Dev. 16, 2008
Trint Hame. Gary Angelor	Approved as to Form and Legality:  By:  Print Name: CONCON C. BISING P. R.
STATE OF FLORIDA COUNTY OF TAYLOR	
2008, by Kudolph Harter	owledged before me this <u>Hoth</u> day of <u>December</u> on behalf of the Local Government, and who is personally
known to me.	Savanda Ponvertos
	Notary Public Print Name: Lawanda Pemberton Commission No. My Commission Expires:
	LAWANDA PEMBERTON  MY COMMISSION I DD 589673  EXPINES: August 28, 2010

Witness:	FLORIDA COMMUNITIES TRUST
Od 7. Su	By: Kenleen
Print Name: John T. Silver	Ken Reecy, Community Program Manager
1	Florida Communities Trust
be a milder	•
Day A. Du	Date: \2-22-08
Print Name: CHAVICH PRO	
	Approved as to Form and Legality:
	By: Aran
	Kristen L. Coons, Trust Counsel
STATE OF FLORIDA	
COUNTY OF LEON	· }
	No.
The foregoing instrument was ackn	owledged before me this 22 day of Lecenher
	am Manager, Florida Communities Trust, who is personally
known to me.	an interinger, a total opening the analysis and in personnel
MID III OF MO	Shin and
	Sale of on
•	Notary Public
	Print Name;
	Comprission Story
	Mx Commission Expires:
•	Or Chaper 6, 50, 76.
•	# * * * * * * * * * * * * * * * * * * *
	** #DD682495 8:95
	B. O. Sondo Trope S. O.
	Marance of the state of the sta

## **EXHIBIT "A"**

Commence at the NE corner of NE 1/4 of NE 1/4 of Section 35, Township 7 South, Range 7 East, thence run North 89 degrees 03 minutes 10 seconds West bearing base along the Section line 622.00 feet to the Point of Beginning; thence run South 00 degrees 53 minutes 31 seconds West parallel with the East Section line of NE 1/4 of NE 1/4 1025.00 feet; thence run South 78 degrees 11 minutes 31 seconds West 200.00 feet; thence run South 00 degrees 53 minutes 31 seconds West 100.00 feet; thence run North 78 degrees 11 minutes 31 seconds East 200.00 feet to the Westerly edge of a County maintained road, also known as South Jody Morgan Road; thence run along said Westerly edge of road South 39 degrees 55 minutes 35 seconds West 39.36 feet to a 2 inch iron pipe; thence leaving said road run South 78 degrees 23 minutes 26 seconds West 212.17 feet to a 2 inch iron pipe, thence run North 01 degrees 05 minutes 28 seconds East 145.41 feet to a 2 inch iron pipe; thence run South 78 degrees 22 minutes 01 seconds West 100.12 feet to a 2 inch iron pipe; thence run South 01 degrees 01 minutes 36 seconds West 145.17 feet to a 2 inch iron pipe; thence run South 78 degrees 37 minutes 10 seconds West 270.96 feet to a 1/2 inch iron pipe; thence run South 11 degrees 27 minutes 40 seconds East 147.51 feet to a 2 inch iron pipe said point, also being on the North R/W of County Road #361 having a R/W of 100 feet; thence run South 78 degrees 32 minutes 44 seconds West along said North R/W of County Road #361 733.04 feet to the point of curvature of a curve to the right; thence run 84.35 feet along the arc of a curve to the right; said curve having a radius of 50 feet; delta angle of 96 degrees 39 minutes 18 seconds and a chord of 74,70 feet, which bears North 53 degrees 07 minutes 38 seconds West to the Point of Tangency; said point also being on the Easterly R/W of County Road #361 also known as Keaton Beach Road; thence run North 04 degrees 47 minútes 59 seconds West along said Easterly R/W of County Road #361 1336.99 feet; thence leaving said R/W run South 89 degrees 03 minutes 10 seconds East parallel to the North section line of Section 35, 210.00 feet; thence run North 04 degrees 47 minutes 59 seconds West parallel to the said Easterly R/W of County Road #361 210.00 feet to the said North section line; thence run South 89 degrees 03 minutes 10 seconds East along the section line 1282.67 feet to the Point of Beginning. Said parcel is located in Taylor County, Florida.

# Wildlife Observation Deck at Keaton Beach Coastal Park



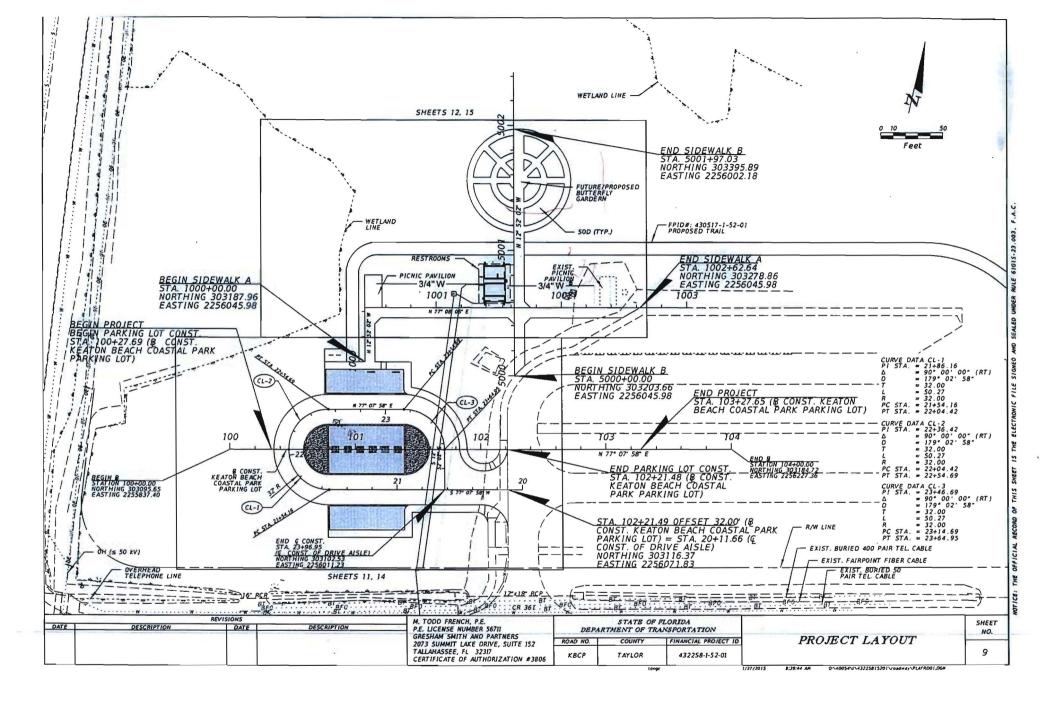


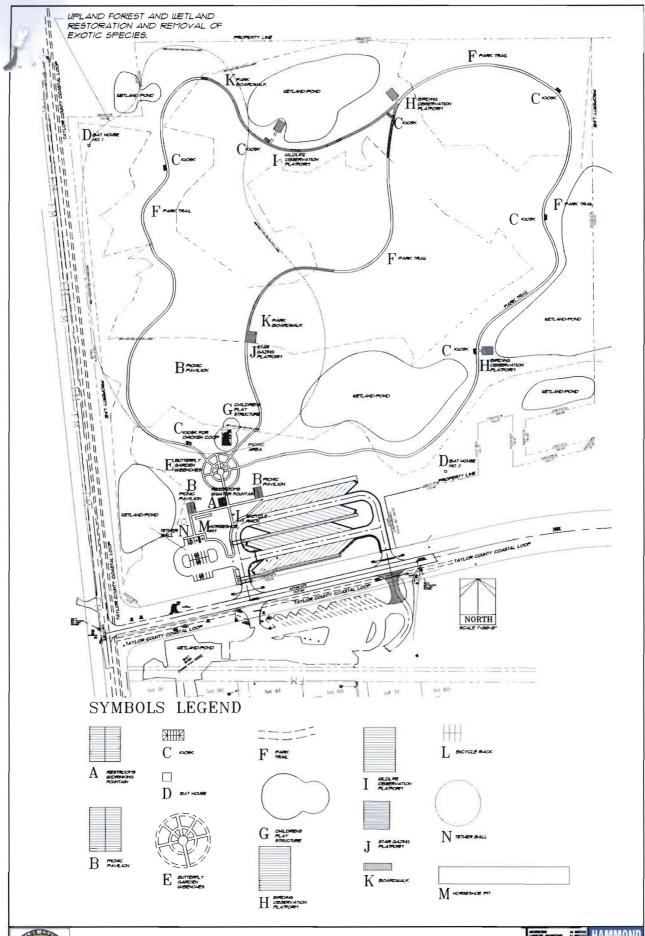


# Bat Houses at Keaton Beach Coastal Park









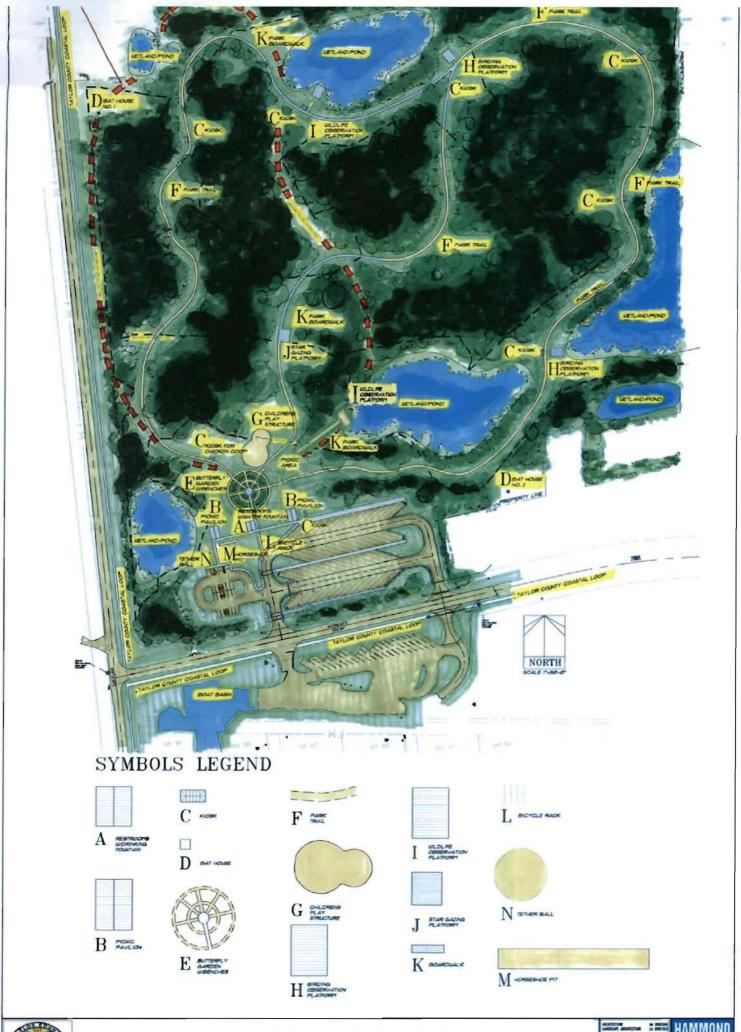


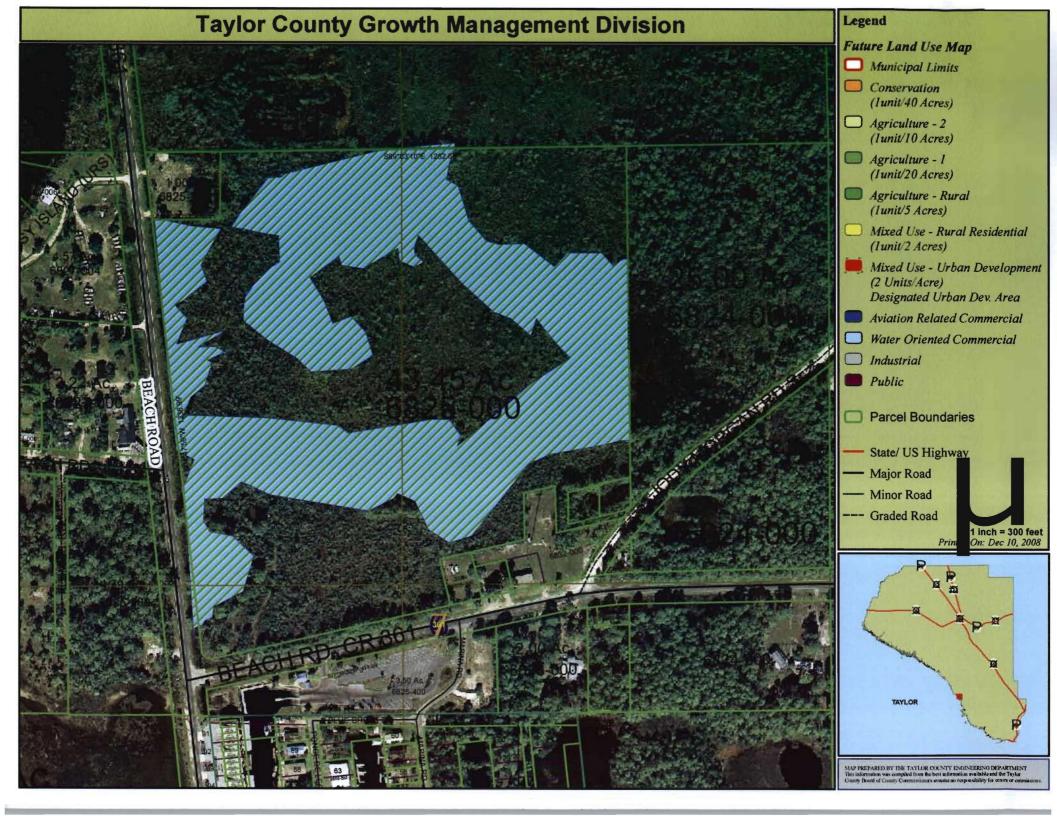
KEATON BEACH COASTAL PARK
Taylor County Board of County Commissioners
Keeton Beach, Florida

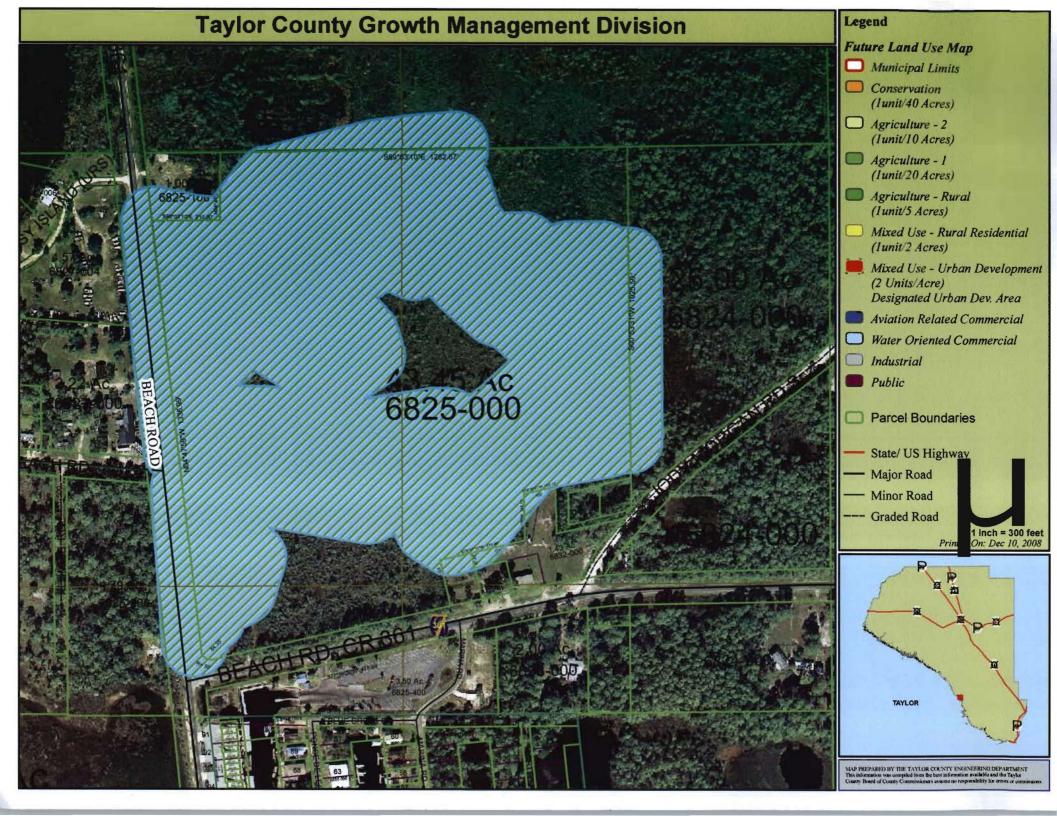
OCTOBER 2010













ENANT RECEIPE DE COMMISSIONERS

**luji Agenda Item** 

SUBJECT/TITLE:

Board to approve the State Housing Initiative Partnership (SHIP) Annual Reports for 2012/2013, 2013/2014, 2014/2015, and the Annual Report Certification.

**MEETING DATE REQUESTED:** 

August 3, 2015

Statement of Issue: Board to approve the SHIP Annual Reports, and the Annual

Report Certification.

Recommended Action: Approve the SHIP Annual Reports and Certification.

Fiscal Impact: The Annual Reports and Certification are a requirement to be

eligible for SHIP funding.

Submitted By: Melody Cox

Contact: Melody Cox

# SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The County is required to submit Annual Reports. and Certifications on open SHIP grants. The County has been awarded \$350,000 through the SHIP Program for FY 2015/2016.

> SHIP grant funds can be used to provide assistance to qualified homes and homeowners for the rehabilitation of their homes, demolition and reconstruction of an existing home if the house is in 51% or more disrepair, and First Time Home Buyers Down Payment Assistance. Rental property or mobile homes are not eligible for assistance. The County currently provides a maximum of \$25,000 for rehabilitation assistance, \$75,000 for demolition and new construction, and a maximum of \$10,000 for qualified First Time Homebuyers. The County is only accepting applications for First Time Home Buyers Down Payment Assistance at this time as there is still a waiting list dating back to June 2014 for rehabilitation assistance.

,	- Ang
	Attachments: Annual Report Certification for SHIP, and SHIP Annual Reports for 2012/2013, 2013/2014, and 2014/2015.
	2012/2013, 2013/2014, and 2014/2013.

# State Housing Initiatives Partnership (SHIP) Program Annual Report and Local Housing Incentives Certification

n Beh	nalf of	Taylor County		(Local Government	), I hereby certify that:	
1.	The Ann	ual Report information sul	bmitted electro	nically to Florida Housing	g Finance Corporation is t	rue
	and accu	rate for the closeout year	2012-201	13 and interim years_	2013-2014, 2014-20	015
2.		housing incentives or loca f being implemented. Inc			lemented or are in the	
	a. P	ermits as defined in s.163	.3164 (15) and (	(16) for affordable housi	ng projects are	
	b. T	xpedited to a greater deging the series is an ongoing process that increase the series in the series	s for review of l	ocal policies, ordinances	<del></del>	
3.		lative cost per newly cons 0.00	structed housin	g per housing unit, from	these actions is estimate	d to
4.		llative cost per rehabilitat .00	ed housing per	housing unit, from these	actions is estimated to b	e
taff M	ember res	ponsible for submitting ar	nual report to l	FHFC: Melody Co	×	
CO11 141	iciliber res	ponsible for subtriteting at	maar report to		4444	
Witn	es <b>s</b> Signati	ure	Date	Chief Elected Officia	l or Designee Signature	Date
				Patricia Patte	rson	
Witn	ess Printed	d Name		Chief Elected Officia	l or Designee Printed Nar	ne
Witn	ess Signati	ure	Dat <b>e</b>			
Witn	ess Printed	d Name	***************************************			
or				ATTEST (Seal)		
Signa	nture		Date			

420.9075 (10) Each county or eligible municipality shall submit to the corporation by September 15 of each year a report of its affordable housing programs and accomplishments through June 30 immediately preceding submittal of the report. The report shall be certified as accurate and complete by the local government's chief elected official or his or her designee. Transmittal of the annual report by a county's or eligible municipality's chief elected official, or his or her designee, certifies that the local housing incentive strategies, or, if applicable, the local housing incentive plan, have been implemented or are in the process of being implemented pursuant to the adopted schedule for implementation.

# **Title: SHIP Annual Report**

**Report Status: Submitted** 

Taylor County FY 2012/2013

# Form 1

						Ļ
3	Rehabilitation	\$25,593.70	2			
	Homeownership Totals:	\$25,593.70	2			
Ren	tals					
	Rental Totals:				_	
	Subtotals:	\$25,593.70	2			
ition	al Use of Funds					
Adm	inistrative			·		_
Hom	neownership Counseling					 
Adm	in From Program Income		ļ			 
	in From Disaster Funds		ŀ			_

# Total Revenue (Actual and/or Anticipated) for Local SHIP Trust Fund

Total:	\$29,136.97
Carryover funds from previous year	\$4,135.97
Other Funds	
Disaster Funds	
Recaptured Funds	
Program Income (Payments)	
Program Income (Interest)	\$1.00
State Annual Distribution	\$25,000.00

<sup>\*</sup> Carry Forward to Next Year: \$3,543.27

NOTE: This carry forward amount will only be accurate when all revenue amounts and all expended, encumbered and unencumbered amounts have been added to Form 1

# Form 2

# **Rental Unit Information**

R No rental strategies are in use

Recap of Funding Sources for Units Produced ("Leveraging")

SHIP Funds Expended	\$25,593.70	100.00%
Public Moneys Expended		.00%
Private Funds Expended		.00%
Owner Contribution		.00%
Total Value of All Units	\$25,593.70	100.00%

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

Homeownership	\$25,593.70	\$25,000.00	102.37%	65%
Construction / Rehabilitation	\$25,593.70	\$25,000.00	102.37%	75%

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

Extremely Low					\$.00	.00%
Very Low		\$25,593.70			\$25,593.70	87.84%
Low					\$.00	.00%
Moderate					\$.00	.00%
To	tals:	\$25,593.70	\$.00	\$.00	\$25,593.70	87.84%

# **Project Funding for Expended Funds Only**

Extremely Low					\$.00	0
Very Low	\$25,593.70	2			\$25,593.70	2
Low					\$.00	0
Moderate					\$.00	0
Totals:	\$25,593.70	2	\$.00	0	\$25,593.70	2

# Form 3

# **Number of Households/Units Produced** Rehabilitation Perry Totals: Characteristics/Age (Head of Household) Rehabilitation Perry Totals: **Family Size** Rehabilitation Perry Totals: Race (Head of Household) Rehabilitation Perry Totals: **Special Needs (Any Member of Household)** Rehabilitation Perry Totals: Special Target Groups for Funds Expended (i.e. teachers, nurses, law enforcement, fire fighters, etc.) Set Aside

# Form 4

# **Status of Incentive Strategies**

Incentive Strategy:

Expedited Permitting strategy and ongoing review Strategy.

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

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

Adopting Ordinance or Resol	ution Number or id	dentify local policy:
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Resolution Dated April 6, 2009

Implementation Schedule (Date):

April 6, 2009

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

Yes

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

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

# **Support Services**

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

# **Other Accomplishments**

N/A

# **Availability for Public Inspection and Comments**

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

## **Homeownership Default & Foreclosure**

#### **Mortgage Foreclosures**

A. Very low income households in foreclosure: 0

B. Low income households in foreclosure: 0

C. Moderate households in foreclosure: 0

Foreclosed Loans Life-to-date: 0

SHIP Program Foreclosure Percentage Rate Life to Date: 0

#### Mortgage Defaults

A. Very low income households in default: 0

B. Low income households in default: 0

C. Moderate households in default: 0

Defaulted Loans Life-to-date:

0

SHIP Program Default Percentage Rate Life to Date: 0

# **Welfare to Work Programs**

Rehabilitation \$12,796.85  ended Funds  Total Unit Count: 2 Total Expended Amount: \$25,594.00  Rehabilitation Norma Jean Wells Rehabilitation Barbara Gent 117 E. Pace Dr. Perry 32347 \$16,386.15  Rehabilitation Barbara Gent 117 E. Pace Dr. Perry 32347 \$9,207.55  Ininistrative Expenditures \$2,500 - Government Services Group, Inc.  Recipients and Consultants  Government Services Consultant All Administration \$2,500.06  Group, Inc.  Refinance: Foreclosure: Sale of Property: Interest Earned: \$1.00  Other (): \$1.00	tegies and Prod	luction Costs					
rotal Unit Count: 2 Total Expended Amount: \$25,594.00  Rehabilitation Norma Jean Wells Rehabilitation Barbara Gent 117 E. Pace Dr. Perry 32347 \$16,386.15   sinistrative Expenditures \$2,500 - Government Services Group, Inc.  Recipients and Consultants  Government Services Consultant All Administration \$2,500.00  gram Income  Loan Repayment:  Refinance: Foreclosure:  Sale of Property: Interest Earned: \$1.00  Other ():	D. b. b. Billiania			<b>*</b>	2 700 05		
Total Unit Count: 2 Total Expended Amount: \$25,594.00  Rehabilitation Norma Jean Wells 232347 \$16,386.15	Renabilitation			<b>D</b> 1.	2,790.85		
Rehabilitation   Norma Jean   305 1st Street   Perry   32347   \$16,386.15	ended Funds						
Wells	Total Unit Cour	nt: <b>2</b>	Total Expen	ded Amount:	\$25,594.00		
Wells							
sinistrative Expenditures \$2,500 - Government Services Group, Inc.  Recipients and Consultants  Government Services Group, Inc.  All Administration \$2,500.00  gram Income  Loan Repayment:  Refinance: Foreclosure: Sale of Property: Interest Earned: Other ():	Rehabilitation		305 1st Street	Perry	32347	\$16,386.15	
\$2,500 - Government Services Group, Inc.  Recipients and Consultants  Government Services Consultant All Administration \$2,500.00  gram Income  Loan Repayment:  Refinance: Foreclosure: Sale of Property: Interest Earned: Other ():	Rehabilitation	Barbara Gent	117 E. Pace Dr.	Perry	32347	\$9,207.55	
\$2,500 - Government Services Group, Inc.  Recipients and Consultants  Government Services Consultant All Administration \$2,500.00  gram Income  Loan Repayment:  Refinance: Foreclosure: Sale of Property: Interest Earned: Other ():	inistrative Fyn	anditures			-		
Recipients and Consultants  Government Services Group, Inc.  All Administration \$2,500.00  Fram Income  Loan Repayment:  Refinance:  Foreclosure:  Sale of Property:  Interest Earned:  Other ():	·····		up. Inc.				
Government Services Consultant All Administration \$2,500.00    ram Income							
Group, Inc.  gram Income  Loan Repayment:  Refinance:  Foreclosure:  Sale of Property:  Interest Earned:  Other ():	Recipients and	Consultants					
Group, Inc.  gram Income  Loan Repayment:  Refinance:  Foreclosure:  Sale of Property:  Interest Earned:  Other ():							
Loan Repayment:  Refinance: Foreclosure: Sale of Property: Interest Earned:  Other ():		es Consul	tant All		Administ	ration	\$2,500.00
Loan Repayment:  Refinance:  Foreclosure:  Sale of Property:  Interest Earned:  Other ():	_						
Refinance: Foreclosure: Sale of Property: Interest Earned: Other ():	ram Income						
Refinance: Foreclosure: Sale of Property: Interest Earned: Other ():							
Foreclosure: Sale of Property: Interest Earned: Other ():							
Sale of Property: Interest Earned: \$1.00 Other ():							
Interest Earned: \$1.00 Other ():							
Other ():	Sale of Property:						
	Interest Earned:			\$1.00			
Total: \$1.00	Other ():						
		To	otal:	\$1.00			
		captured fund	us				
planation of Recaptured funds	planation of Rec						
planation of Recaptured funds	planation of Rec						
planation of Recaptured funds	planation of Rec	***************************************					
planation of Recaptured funds	planation of Rec						
planation of Recaptured funds	planation of Rec						
Total: \$.00	planation of Rec			Total:	\$.	00	
		onte		Total:	\$.	00	

LG Submitted Comments:	

## **Title: SHIP Annual Report**

Report Status: Submitted

Taylor County FY 2013/2014

Form 1

#### **SHIP Distribution Summary**

#### Homeownership

2	Purchase Assistance	\$7,490.00	1		
4	Demolition/Reconstruction	\$214,790.73	3		
3	Rehabilitation	\$121,219.18	5		

**Homeownership Totals:** 

\$343,499.91

Rentals

Rental Totals:

Subtotals:

\$343,499.91

9

#### **Additional Use of Funds**

Administrative
Homeownership Counseling
Admin From Program Income
Admin From Disaster Funds

\$ 10,500.00

	-
	-

## Total Revenue (Actual and/or Anticipated) for Local SHIP Trust Fund

Total:	\$353,544.27
Carryover funds from previous year	\$3,543.27
Other Funds	
Disaster Funds	
Recaptured Funds	
Program Income (Payments)	
Program Income (Interest)	\$1.00
State Annual Distribution	\$350,000.00

<sup>\*</sup> Carry Forward to Next Year: -\$455.64

NOTE: This carry forward amount will only be accurate when all revenue amounts and all expended, encumbered and unencumbered amounts have been added to Form 1

#### **Rental Unit Information**

R

No rental strategies are in use

#### Recap of Funding Sources for Units Produced ("Leveraging")

SHIP Funds Expended	\$343,499.91	100.00%
Public Moneys Expended		.00%
Private Funds Expended		.00%
Owner Contribution		.00%
Total Value of All Units	\$343,499.91	100.00%

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

Homeownership	\$343,499.91	\$350,000.00	98.14%	65%
Construction / Rehabilitation	\$336,009.91	\$350,000.00	96.00%	75%

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

Extremely Low		\$72,989.09		<u></u>		\$72,989.09	20.64%
Very Low		\$101,739.29				\$101,739.29	28.78%
Low		\$168,771.53				\$168,771.53	47.74%
Moderate						\$.00	.00%
	Fotals:	\$343,499.91	 \$.00		\$.00	\$343,499.91	97.16%

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

Extremely Low	\$72,989.09	1			\$72,989.09	1
Very Low	\$101,739.29	2			\$101,739.29	2
Low	\$168,771.53	6			\$168,771.53	6
Moderate					\$.00	0
Totals:	\$343,499.91	9	\$.00	0	\$343,499.91	9

Form 3

#### **Number of Households/Units Produced**

Purchase Assistance	Perry				1	**	1
Demolition/Reconstruction	Perry		1	1	1		3
Rehabilitation	Реггу			1	4		5
		Totals:	1	2	6	·	9

## Characteristics/Age (Head of Household)

uction	Olly		~	•	Ĭ
Purchase Assistance F Demolition/Reconstr F		1	2	1	3

#### **Family Size**

Purchase Assistance  Demolition/Reconstr			1	1	1	3
uction Rehabilitation	Perry		3	2		5
		Totals:	<u> </u>			<u> </u>

## Race (Head of Household)

1	,			L 1	•	
Rehabilitation F	Perry	3	2			5
Demolition/Reconstruction	Perry	2	1			3
Purchase Assistance F	Perry	1				1

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

						-
Purchase Assistance	Perry					0
Demolition/Reconstruction	Perry			1	2	3

Rehabilitation	Perry				4		
	То	tals:			5	2	
pecial Target Gr	oups for Funds Ex	cpended (i.e	. teache	rs. nurse	es. law ent	orcement.	
e fighters, etc.)		,				•	
				e vär vii	-		
					<i></i>		
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## **Expended Funds**

\$343,500.00

Purchase Assistance	Timothy Harrell	3710 Wash Davis Rd.	Perry	32347	\$7,490.00	
Demolition/Recons truction	Merdine Mathis	810 E. Quail	Perry	32348	\$75,037.71	
Demolition/Recons truction	Mary Mitchell	206 Alice St.	Perry	32348	\$66,763.93	
Demolition/Recons truction	Christopher Weaver	1316 S. Center St.	Perry	32348	\$72,989.09	
Rehabilitation	Sharon Monroe	101 Joann St.	Perry	32347	\$16,729.29	
Rehabilitation	Katie Monroe	607 Homer J. Smith	Perry	32347	\$23,847.84	
Rehabilitation	Stanley Smith	904 W. Wilcox	Perry	32348	\$26,701.58	
Rehabilitation	Edna Tillis	423 6th St.	Steinhatchee	32359	\$26,970.21	
Rehabilitation	Ruthie Parker	4686 Woods Creek Rd.	Perry	32347	\$26,970.26	

Taylor County 2013 Interim-1

Form 5

#### Special Needs Breakdown

## SHIP Expended and Encumbered for Special Needs Applicants

2 Purchase Assistance				
4 Demolition/Reconstruction	\$139,662.02	2	П	
3 Rehabilitation	\$26,701.58	1	П	

## **Special Needs Category Breakdown by Strategy**

(4) Demolition/Reconstruction	Receiving Social Security Disability Insurance	\$139,662.02	2		
(3) Rehabilitation	Receiving Social Security Disability Insurance	\$26,701.58	1		

LG Submitted Comments:		

# **Title: SHIP Annual Report**

**Taylor County FY 2014/2015** 

Form 1

Report Status: Submitted

#### **SHIP Distribution Summary**

#### Homeownership

				 			+ 21 B
4	Demolition/Reconstruction	\$72,411.60	1		1		
3	Rehabilitation	\$45,526.85	2				

Homeownership Totals:

\$117,938.45

#### Rentals

Rental Totals:

Subtotals:

\$117,938.45

3

3

#### **Additional Use of Funds**

Administrative
Homeownership Counseling
Admin From Program Income
Admin From Disaster Funds

\$35,000.00

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## Total Revenue (Actual and/or Anticipated) for Local SHIP Trust Fund

Total:	\$349,545.36
Carryover funds from previous year	-\$455.64
Other Funds	
Disaster Funds	
Recaptured Funds	
Program Income (Payments)	
Program Income (Interest)	\$1.00
State Annual Distribution	\$350,000.00

\* Carry Forward to Next Year: \$196,606.91

NOTE: This carry forward amount will only be accurate when all revenue amounts and all expended, encumbered and unencumbered amounts have been added to Form 1

Form 2

#### **Rental Unit Information**

R

No rental strategies are in use

Recap of Funding Sources for Units Produced ("Leveraging")

SHIP Funds Expended	\$117,938.45	100.00%
Public Moneys Expended		.00%
Private Funds Expended		.00%
Owner Contribution		.00%
Total Value of All Units	\$117,938.45	100.00%

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

Homeownership	\$117,938.45	\$350,000.00	33.70%	65%
Construction / Rehabilitation	\$117,938.45	\$350,000.00	33.70%	75%

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

Extremely Low					\$.00	.00%
Very Low					\$.00	.00%
Low		\$117,938.45			\$117,938.45	33.74%
Moderate					\$.00	.00%
	Totals:	\$117,938.45	\$.00	\$.00	\$117,938.45	33.74%

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

Extremely Low					\$.00	0
Very Low					\$.00	0
Low	\$117,938.45	3			\$117,938.45	3
Moderate					\$.00	0
Totals:	\$117,938.45	3	 \$.00	0	\$117,938.45	3

Form 3

#### **Number of Households/Units Produced**

	Totals:	3	3	
Rehabilitation	Реггу	2	2	
Demolition/Reconstruction	Perry	1	1	
Demolition/Reconstr	Perry	1		

## Characteristics/Age (Head of Household)

				3	
Demolition/Reconstruction	Perry		1		1
Rehabilitation	Perry			2	2
	Totals:		1	2	3

#### **Family Size**

, 0. <u>.</u> 0				м,
Demolition/Reconstruction	Регту		1	1
Rehabilitation	Perry	2		2
	Totals:	2	 1	3

#### Race (Head of Household)

	-				w.·			**
Demolition/Reconstruction	Реггу	1						1
Rehabilitation	Perry		2					2
		Totals: 1	2	l		·	······································	3

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

Demolition/Reconstruction	Реггу				0
Rehabilitation	Perry		2		2
	Totals:		2	·	2

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

1 4						W
anded Eunde						
ended Funds						
\$117,938.00						
Demolition/Recons truction	Jim Brady Anderson	108 Noah Rd.	Perry	32347	\$72,411.60	
Rehabilitation	Peggy Glanton	107 W. Charles St.	Репу	32347	\$17,718.25	
Rehabilitation	Betty Jackson	213 Folsom St.	Perry	32347	\$27,808.60	
			Taylor	County 20	14 Interim-2	
n 5						
	•					
al Needs Break	IIWOL					
Expended and	Encumbered	d for Special Nee	ds Applicants	•		
·						
			· · · · · · · · · · · · · · · · · · ·			
4 Demolition	n/Reconstruction	1 I I			1 1	1
4 Demolitio		<u>                                     </u>				

LG Submitted Comments:	

#### TAYLOR COUNTY BOARD OF COMMISSIONERS

## **County Commission Agenda Item**

#### SUBJECT/TITLE:



Board to approve the Certificate of Participation to submit grant application for the 2015-2016 Florida Department of Law Enforcement (FDLE) Edward Byrne Memorial Justice Assistance Grant (JAG) Program.

**MEETING DATE REQUESTED:** 

August 3, 2015

Statement of Issue: Board to approve Certificate of Participation to enable the County to

be eligible to submit a grant application for the 2015-2016 funding cycle of the FDLE JAG grant program. The County has been the lead administrator of this grant for several years

on behalf of the Sheriff's Department.

**Recommended Action:** Approve Certificate of Participation

Fiscal Impact: The County is eligible to receive up to \$42,080. No cash match is

required.

**Budgeted Expense: Y/N** Not applicable. No match required.

Submitted By: Melody Cox

Contact: Melody Cox

#### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues:** To be eligible to submit grant application to FDLE for the 2015-2016 JAG grant, the County must first submit a Certificate of Participation. The County is eligible to receive to \$42,080 in grant funds with no match required. This is a reduced from last year's amount of \$45,221. The grant funds must be used by the Sheriff's Department and/or the City of Perry (or other law enforcement agency in the County as so designated by the Board) for activities that prevent and control crime and drug eradication programs. Michelle Sumrall from the Sheriff's Department will assist with the administration of this grant. The City of Perry Police Department has received a portion of the grant funds in the past per the request of the Sheriff's Department. In 2014-2015 the Board agreed to a 50/50 split, however the City would be required to prepare their own application and reporting due to past audit issues with the City and FDLE.

Attachments:	Certificate of Partic	ipation and Lette	r of Distribution	

## **CERTIFICATE OF PARTICIPATION**

# Edward Byrne Memorial Justice Assistance Grant (JAG) Program

Date: August 3,	<u>, 2015</u>			
Ms. Petrina T. He Administrator Office of Crimina Florida Departme 2331 Phillips Roa Tallahassee, Flor	al Justice Grants ent of Law Enforcement ad			
Dear Ms. Herring	g:			
the invitation to	you that the Board of County Comm serve as the coordinating unit of go dward Byrne Memorial Justice Assis	overnment in the Florida Depa		
	coordinating the preparation of our ce Grants, we have designated the f		with the Office	
Name: <u>M</u>	Melody Cox		:	
Title: <u>G</u>	Grants Director			
E-mail: <u>m</u>	melody.cox@taylorcountygov.com			
Agency: <u>T</u>	Taylor County Board of Commissioners			
Address: 2	201 E. Green Street			
City: Pe	erry	Zip: <u>32348</u>		
Telephone:	850-838-3553	County: Taylor		
Sincerely,				

Chair, Board of County Commissioners

Rule Reference 11D-9.006 OCJG-024 (Rev. June 2012)



Florida Department of Law Enforcement

Richard L. Swearingen Commissioner Business Support
Office of Criminal Justice Grants
Post Office Box 1489
Tallahassee, FL 32302-1489
(850) 617-1250
www.fdle.state.fl.us

Rick Scott, Governor
Pam Bondi, Attorney General
Jeff Atwater, Chief Financial Officer
Adam Putnam, Commissioner of Agriculture

July 16, 2015

The Honorable Pam Feagle Chairperson, Taylor County Board of Commissioners 108 North Jefferson St Perry, FL 32347

Re: Federal Fiscal Year (FFY) 2015 Edward Byrne Memorial Justice Assistance Grant (JAG) Program – JAG Countywide – State Solicitation

Dear Chairperson Feagle:

The Florida Department of Law Enforcement (FDLE) anticipates an award from the United States Department of Justice for FFY 2015 JAG funds. FDLE will distribute these funds in accordance with the JAG Countywide distribution provisions of Chapter 11D-9, Florida Administrative Code.

FDLE has set aside \$42,080 funds for use by all units of government within Taylor County. Enclosed are the following documents to assist your county with the strategic planning and allocation process.

JAG-Countywide Program Announcement & Application Instructions JAG-Countywide Project Timeline JAG-Countywide Application Checklist Certificate of Participation

The enclosed Program Announcement provides an overview of these funds which can be used by local units of government to support a broad range of activities to prevent and control crime and to improve the criminal justice system. Please note the Program Announcement includes information from the U.S. Department of Justice relating several areas of national focus and its priorities to help maximize the effectiveness of the Byrne/JAG funding.

The Application Instructions provide an overview of requirements for submitting the JAG-Countywide request for funding through FDLE's on-line grant management system (SIMON). JAG-Countywide documents are also located online at <a href="http://www.fdle.state.fl.us/content/Grants/JAGC2016.aspx">http://www.fdle.state.fl.us/content/Grants/JAGC2016.aspx</a>

As a condition of participation in this program, the units of government in each county must reach a consensus concerning the expenditure of these funds. This consensus must include the projects to be implemented as well as the agency responsible for such implementation. Developing such consensus will require someone to exercise leadership and assume a coordinating role in the development of applications for these funds. This coordinator will also serve as a liaison between the awarding agency and the subrecipient(s) to ensure all reports, documentation, and timelines are being submitted as per the requirements of the agreement.

FDLE recommends the Board of County Commissioners assume this responsibility. In the event the county declines to serve in this capacity, the Department will request the governing body of each municipality in the county, in descending order of population, to serve as the coordinating unit of government.

The Honorable Pam Feagle July 16, 2015 Page Two

The enclosed Certificate of Participation form requests the identification of an individual coordinator. We will send this individual further information regarding the application process in FDLE's online grant management system.

The information provided for this year's award process is similar to those provided in previous years, but contain substantial revision based on new state and federal requirements for subawards involving federal grant funds. Please review all information and ensure the designated County Coordinator forwards all relevant program and application information to applicable JAG Project Directors within your county.

Please complete the enclosed Certificate of Participation and return it as soon as possible to the mailing address below:

Florida Department of Law Enforcement Office of Criminal Justice Grants Attention: Petrina T. Herring 2331 Phillips Road Tallahassee, Florida 32308

FDLE does not discriminate, and prohibits subrecipients from discriminating, on the basis of race, color, religion, national origin, sex, disability, or age in the delivery of services or benefits or in employment.

We look forward to working with you. Please contact me or the JAG supervisor Randall Smyth at (850) 617-1250 with any questions or for further assistance regarding the JAG Program.

Sincerely,

Petrina T. Herring Bureau Chief

PTH/ps

Enclosure

cc: Mayors in Taylor County

Law Enforcement Agencies in Taylor County Current JAG Project Directors in Taylor County



## TAYLOR COUNTY BOARD OF COMMISSIONERS

**County Commission Agenda Item** 

SUBJECT/TITLE:



THE BOARD TO DISCUSS PLACING NO SMOKING SIGNS IN DESIGNATED AREAS AROUND THE COURTHOUSE AND TO DISCUSS DESIGNATING A SPECIFIC AREA WHERE SMOKING IS ALLOWED AROUND THE COURTHOUSE.

MEETING DATE REQUESTED: AUG 3, 2015
Statement of Issue:
Recommended Action:
Fiscal Impact:
Budgeted Expense:
Submitted By:
Contact: SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS
History, Facts & Issues:
Options:
Attachments:

#### LOCAL STATE OF EMERGENCY DECLARATION

#### TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA DECLARING A STATE OF LOCAL EMERGENCY; WAIVING PROCEDURES AND FORMALITIES DURING THE PERIOD OF SUCH EMERGENCY; AUTHORIZING AND DIRECTING THE TAYLOR COUNTY EMERGENCY MANAGEMENT DIRECTOR TO TAKE WHATEVER PRUDENT ACTIONS AS MAY BE NECESSARY TO PROTECT THE HEALTH, SAFETY AND WELFARE OF THE COMMUNITY PURSUANT TO THIS DECLARATION.

WHEREAS, persistent heavy rainfall and degrading environmental conditions have caused extensive flooding in Steinhatchee; and,

WHEREAS, this flooding continues to threaten the health and safety of the residents of Taylor County as well as inflict serious damage on its infrastructure; and,

WHEREAS, critical repairs and modifications to the storm water retention and conveyance systems in the County must be made to alleviate risks to the public's health, safety, and welfare; and,

WHEREAS, Section 252.38(3) (a), Florida Statutes empowers political subdivisions to declare a State of Local Emergency for a period of up to seven (7) days, but may be extended, as necessary, in 7 day increments; and,

WHEREAS, Section 252.38(3) (a), Florida Statutes empowers political subdivisions to waive the procedures and formalities otherwise required by law pertaining to:

- 1. Performance of public work and taking whatever action is necessary to ensure the health, safety and welfare of the community.
- 2. Entering into contracts
- 3. Incurring obligations
- 4. Employment of permanent and temporary workers
- 5. Utilization of voluntary workers
- 6. Rental of equipment
- 7. Acquisition and distribution with or without compensation of supplies, materials and facilities.
- 8. Appropriation and expenditure of public funds.

WHEREAS, Section 501.106, Florida Statutes prohibits price gouging in a declared State of Emergency.

NOW THEREFORE BE IT RESOLVED, by the Board of County Commissioners of Taylor County, Florida as follows:

#### **SECTION I**

A State of Local Emergency is hereby declared for all of Taylor County, for a period of seven (7) days, but may be extended as necessary, in 7 day increments.

#### **SECTION II**

Procedures and formalities otherwise required by law pertaining to actions enumerated by items one through eight herein is hereby waived for the duration of this declaration.

#### **SECTION III**

The Taylor County Emergency Management Director is hereby authorized and directed to take whatever prudent actions as may be necessary to protect the health, safety and welfare of the community pursuant to this declaration.

#### **SECTION IV**

This Resolution shall become effective immediately upon its adoption. resolved this  $3^{\rm rd}$  day of August, 2015.

Patricia Patterson, Chairwoman
BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA

ANNIE MAE MURPHY
Clerk of Court



## TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

**SUBJECT/TITLE:** 



THE BOARD TO REVIEW AND APPROVE A LEASE BETWEEN THE BOARD OF COUNTY COMMISSIONERS AND FIRST BAPTIST CHURCH, d/b/a OUR FATHERS STOREHOUSE FOR A BUILDING LOCATED AT 409 EAST ASH STREET, PERRY, FLORIDA, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

MEETING D	ATE R	EQUESTED:	AUG 3, 2015
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Statement of Issue:

THIS IS NEW LEASE

**Recommended Action:** 

Fiscal Impact:

**Budgeted Expense:** 

Submitted By:

COUNTY ADMINISTRATOR 850-838-3500 X 7

Contact:

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

Attachments:

#### **LEASE OF OFFICE SPACE**

- 1. This Lease is made and executed this 21 day of 2015, by and between the BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, 201 East Green Street, Perry, Florida 32347, herein called "Lessor", and FIRST BAPTIST CHURCH OF PERRY, d/b/a OUR FATHER'S STOREHOUSE, herein called "Lessee".
- 2. Lessor hereby leases to Lessee and Lessee hereby rents from Lessor, the space as presently constituted, hereinafter called the premises, known as the internal medicine practice location of Guy Mohammed, M.D., consisting of approximately 3,500 square feet in the building located at 409 East Ash Street, Perry, Florida, hereinafter called the "building".
- 3. The space is leased for an initial term of three (3) years, to commence at 12:00 noon on August  $\underline{l}$ , 2015, and to end at 12:00 noon on August  $\underline{l}$ , 2018. This lease will automatically by renewed for two (2) one (1) year periods upon expiration of that initial term.
- 4. The total annual rent is the sum of One Dollar (\$1.00) which is payable during the first month of each year of the initial term and on the first month of each yearly renewal following the initial term.
- 5. Lessee shall use and occupy the premises for food pantry and clothing distribution activities and for no other purpose. Lessor represents that the premises may lawfully be used for such purpose. Lessee shall not keep on the Premises any item of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.
- 6. Lessee shall pay rent to Lessor at Lessor's above-stated address, or at such other place as Lessor may designate in writing.
- 7. Lessee shall commit no act of waste and shall take good care of the premises and the fixtures and appurtenances therein and shall, in the use and occupancy of the premises, conform to all laws, orders, and regulations of the federal, state and county governments. All improvements made by Lessee to the premises which are so attached to the premises that cannot be removed without material injury to the premises, shall become the property of Lessor upon installation. Not later than the last day of the term, Lessee shall, at Lessee's expense, remove all of Lessee's personal property and those improvements made by Lessee which have not become the property of Lessor, including trade fixtures, cabinetwork, moveable paneling, partitions, and the like; repair all injury done by or in connection with the installation or removal of such property and improvements; and surrender the premises in as good condition as they were at the beginning of the term, reasonable wear, damage by fire, the elements, casualty, or other cause not due to the misuse or neglect of Lessee or Lessee's agents, employees, excepted. All property of Lessee remaining on the premises after the last day of the term of this lease shall be conclusively deemed abandoned and may be removed by Lessor.
- 8. Lessee shall not, without first obtaining the consent of Lessor, make any alterations, additions or improvements in, to or on and about the premises other than those modifications necessary for a functional food/clothing pantry.

- 9. Lessee shall not do or suffer anything to be done on the premises that will increase the rate of fire insurance on the building. The Lessor shall be the beneficiary of the Lessee's fire insurance policy on the building.
- 10. Lessee shall not, without first notifying the Lessor, abandon the premises, or allow the premises to become vacant or deserted.
- 11. Lessee shall not, without first obtaining the written consent of Lessor, assign, mortgage, pledge or encumber this lease, in whole or in part, or sublet the premises or any part thereof. This covenant shall be binding on the legal representatives of Lessee, and on every person or agency to whom Lessee's interest under this lease passes by operation of law.
- 12. Lessee shall be responsible for payment for all utilities upon the leased premises.
- 13. Lessee shall, within ten (10) days after notice from Lessor, discharge any mechanic's liens for materials or labor claimed to have been furnished to the premises on Lessee's behalf.
- 14. Lessor may enter the premises at any reasonable time on reasonable notice to Lessee for the purpose of inspection or the making of repairs, replacement, or additions in, to, on and about the premises or the building, as Lessor deems necessary or desirable. Such repairs, replacement or additions to the premises or building shall not materially interrupt daily operations of the food/clothing center.
- 15. No representations or promises shall be binding on the parties hereto except those representations and promises contained herein or in some future writing signed by the party making such representations or promises.
- 16. Lessor covenants that Lessee shall peaceably and quietly have, hold, and enjoy the premises for the term herein mentioned, subject to the provision of this lease.
- 17. This Lease shall be interpreted by the laws of the State of Florida, and venue of any lawsuit shall be exclusively in Taylor County, Florida.
- 18. Either party may cancel this Lease with 90 days' notice at their discretion.
- 19. INSURANCE. Lessee agrees to maintain, at its own expense, for the benefit of itself and Lessor as coinsured, insurance of such type and in such amounts as may be approved by Lessor, insuring against liability for damage or loss of the building or other property, and against liability for personal injury or death, arising from acts of 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 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 certification 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. 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. Lessee shall have at least \$1,000,000 liability and \$95,000 property insurance listing the Lessor as

additionally insured.

ESSEE:

- 20. LIABILITY. Lessor shall not be liable for any damage or injury of or to the Lessee, Lessee's guests, clients, invitees, agents, or employees or to any person entering the Premises or the building of which the Premises are a part or to goods or equipment, or in the structure or equipment of the structure of which the Premises are a part.
- 21. ANIMALS. Lessee shall not allow animals in the building except for certified "seeing-eye dogs."
- 22. MAINTENANCE AND REPAIR RULES. Lessee will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Agreement and any renewal thereof.

LESSOR:

Paston Rick Fortuk	
First Baptist Church of Perry, Florida d/b/a Our Father's Storehouse	Pat Patterson, Chair Board of County Commissioners Taylor County
	ATTEST:
	Annie Mae Murphy, Clerk



#### TAYLOR COUNTY BOARD OF COMMISSIONERS

#### County Commission Agenda Item

AUG 3, 2015

SUBJECT/TITLE:



Options:

Attachments:

**MEETING DATE REQUESTED:** 

THE BOARD TO SET THE FOLLOWING SCHEDULE FOR PUBLIC HEARINGS ON THE PROPOSED BUDGET FOR FY 2015/2016 AND OTHER GENERAL CALENDAR DATES.

MONDAY, AUG 24 AT 6 P.M. – WORKSHOP

MONDAY, AUG 24 AT 6 P.M. – WORKSHOP MONDAY, SEPT 14 AT 5:01 P.M. – PUBLIC HEARING MONDAY, SEPT 21 AT 5:01 P.M. – PUBLIC HEARING

TUESDAY, SEPT 22 AT 6:00 P.M. - REGULAR BOARD MEETING

Statement of Issue:

Recommended Action:

Fiscal Impact:

Budgeted Expense:

Submitted By:

Contact:

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:



## TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO EXTEND INVITATIONS TO THE PERRY CITY COUNCIL AND THE TAYLOR COUNTY SCHOOL BOARD TO APPOINT A REPRESENTATIVE TO THE TAYLOR COUNTY RECREATION ADVISORY BOARD, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

MEETING DATE REQUESTED:	AUG 3, 2015
Statement of Issue:	
Recommended Action:	
Fiscal Impact:	
Budgeted Expense:	
Submitted By:	
Contact: SUPPLEMENTAL	_ MATERIAL / ISSUE ANALYSIS
History, Facts & Issues:	
Options:	
Attachments:	