

SUGGESTED AGENDA

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS
PERRY, FLORIDA

TUESDAY, MAY 19, 2015
6:00 P.M.

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

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

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

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

AUDIT REPORT:

4. RICHARD POWELL, POWELL & JONES, TO APPEAR TO PRESENT THE AUDIT REPORT ENDING SEPTEMBER 30, 2014.

BIDS/PUBLIC HEARINGS:

5. THE BOARD TO HOLD THE SECOND AND FINAL PUBLIC HEARINGS, SET FOR THIS DATE AT 6:00 P.M., OR AS SOON THEREAFTER AS POSSIBLE, TO DISCUSS AND RECEIVE PUBLIC INPUT REGARDING THE UPCOMING FUNDING CYCLE AND POSSIBLE GRANT SUBMISSION FOR THE 2016-2017 FLORIDA DEPARTMENT OF STATE CULTURAL FACILITIES GRANT PROGRAM.

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

CONSENT ITEMS:

6. APPROVAL OF MINUTES OF May 4, 2015.
(COPIES PROVIDED BY E-MAIL)
7. EXAMINATION AND APPROVAL OF INVOICES.
8. THE BOARD TO CONSIDER ADOPTION OF A RESOLUTION TO REFLECT UNANTICIPATED MONIES IN THE GENERAL FUND, AS SUBMITTED BY COUNTY FINANCE.
9. THE BOARD TO CONSIDER RELEASE OF FIRST QUARTERLY FY 14/15 BUDGETED FUNDS, IN THE AMOUNT OF \$12,500.00, AS REQUESTED BY THE TAYLOR COUNTY HEALTH DEPARTMENT.
10. THE BOARD TO APPROVE THE BUDGET AMENDMENT FOR LOCAL FUNDING FOR MOSQUITO CONTROL, AS AGENDAED BY GARY WAMBOLT, ENVIRONMENTAL SERVICES DIRECTOR.
11. THE BOARD TO APPROVE THE FLORIDA MUNICIPAL INSURANCE TRUST (FMIT) APPLICATION FOR DRUG-FREE WORKPLACE PREMIUM CREDIT PROGRAM AND CERTIFICATION OF EMPLOYER WORKPLACE SAFETY PROGRAM PREMIUM CREDIT, AS AGENDAED BY THE HUMAN RESOURCE DIRECTOR.
12. THE BOARD TO APPROVE A NOTICE TO BIDDERS FOR THE CONCRETE APRON REHABILITATION AT PERRY FOLEY AIRPORT, AS AGENDAED BY THE GRANTS DIRECTOR.
13. THE BOARD TO RATIFY THE COUNTY ADMINISTRATOR'S SIGNATURE ON THE T-HANGAR LEASE (RENEWAL) AGREEMENT AT PERRY FOLEY AIRPORT FOR FRED MORGAN, AS AGENDAED BY THE GRANTS DIRECTOR.
14. THE BOARD TO CONSIDER APPROVAL OF AWARDING THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDGBG) TITLE SEARCH SERVICES FOR HOUSING REHABILITATION PROJECTS ASSOCIATED WITH THE CDBG GRANT TO FRITH ABSTRACT & TITLE COMPANY, AS AGENDAED BY THE GRANTS DIRECTOR.

15. THE BOARD TO RATIFY THE SIGNATURE OF THE COUNTY ADMINISTRATOR ON THE ROBERTS AMAN ROAD WIDENING/RESURFACING PROJECT CONTRACT WITH ANDERSON COLUMBIA CO., INC., AS AGENDAED BY THE COUNTY ENGINEER.

HOSPITAL ITEMS:

16. 2014 AUDIT TO BE PRESENTED BY DRAFFIN & TUCKER, AS AGENDAED BY MARY LESCHER, INTERIM CEO.
17. THE BOARD TO SELECT TWO (2) APPLICANTS TO FILL VACANCIES ON THE DOCTORS' MEMORIAL HOSPITAL (DMH) BOARD OF DIRECTORS.
18. THE BOARD TO CONSIDER THE BID COMMITTEE'S RECOMMENDATION TO RE-SOLICIT FOR THE ENDOSCOPY EQUIPMENT FOR DOCTORS' MEMORIAL HOSPITAL AND TO APPROVE THE CHANGES IN THE BID SOLICITATION DOCUMENT REGARDING THE EQUIPMENT SPECIFICATIONS, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

PUBLIC REQUESTS:

19. THE BOARD TO CONSIDER AND APPROVE A REQUEST FROM SCOTT FREDERICK TO SIGN A LETTER OF SUPPORT FOR THE U.S. DEPARTMENT OF TRANSPORTATION TIGER VII GRANT, AS AGENDAED BY SCOTT FREDERICK.

CONSTITUTIONAL OFFICERS/OTHER GOVERNMENTAL UNITS:

20. THE BOARD TO CONSIDER APPROVAL OF THE SHERIFF'S REQUEST TO ISSUE FUNDS TO THE SHERIFF FROM THE SPECIAL LAW ENFORCEMENT TRUST FUND IN ORDER TO COMPLY WITH FEDERAL LAW, AS AGENDAED BY SHERIFF L.E. "BUMMY" WILLIAMS.

GENERAL BUSINESS:

21. THE BOARD TO APPROVE THE CHAIR'S SIGNATURE ON A LETTER TO THE SUPERINTENDENT OF PUBLIC SCHOOLS AND THE CHAIR OF THE SCHOOL BOARD REGARDING TRAFFIC CONCERNS ON CR 30, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

22. THE BOARD TO CONSIDER APPROVAL OF LEASE AMENDMENT NUMBER P00005 FOR THE PERRY VA CLINIC, AS AGENDAED BY DANNY O'QUINN, SPECIAL PROJECTS.
23. THE BOARD TO CONSIDER THE BID COMMITTEE'S RECOMMENDATION TO BEGIN CONTRACT NEGOTIATIONS WITH TWO OF THE THREE RESPONDENTS FOR THE PURCHASE OF INMATE PHARMACEUTICALS, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

COUNTY STAFF ITEMS:

24. THE BOARD TO CONSIDER APPOINTING TWO (2) NEW MEMBERS TO THE CONSTRUCTION INDUSTRY LICENSING BOARD, AS AGENDAED BY DANNY GRINER, BUILDING DIRECTOR.
25. THE BOARD TO CONSIDER RE-APPOINTMENT OF ONE (1) MEMBER OF THE PLANNING BOARD AND APPOINTMENT OF ONE (1) NEW APPLICANT TO THE PLANNING BOARD, AS AGENDAED BY DANNY GRINER, BUILDING DIRECTOR.
26. THE BOARD TO REVIEW AND APPROVE THE AMENDED COMMUNITY DEVELOPMENT BLOCK GRANT HOUSING ASSISTANCE PLAN FOR TAYLOR COUNTY AND RESOLUTION AS REQUIRED BY THE FLORIDA DEPARTMENT OF ECONOMIC DEVELOPMENT, SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (CDBG), AS AGENDAED BY THE GRANTS DIRECTOR.
27. THE BOARD TO REVIEW AND APPROVE SECTION 504 COMPLIANCE POLICY, EVALUATION PLAN, TRANSITION PLAN, AND GRIEVANCE/COMPLAINT PROCEDURES FOR COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAMS AND PROJECTS, AS AGENDAED BY THE GRANTS DIRECTOR.

COUNTY ATTORNEY ITEMS:

28. THE BOARD TO DISCUSS SENDING A REPRESENTATIVE TO A MEDIATION SCHEDULED FOR WEDNESDAY, JUNE 3, 2015, AT 10:00 A.M. IN TALLAHASSEE, AS AGENDAED BY THE COUNTY ATTORNEY.

COUNTY ADMINISTRATOR ITEMS:

29. THE BOARD TO HEAR FROM THE COUNTY ADMINISTRATOR REGARDING SPORTS AND RECREATION AND TAKE ANY ACTION DEEMED APPROPRIATE BY THE BOARD.
30. 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.

4

**TAYLOR COUNTY,
FLORIDA**

ANNUAL FINANCIAL REPORT

For the Fiscal Year Ended September 30, 2014

TAYLOR COUNTY, FLORIDA
ANNUAL FINANCIAL REPORT
For the Fiscal Year Ended September 30, 2014
TABLE OF CONTENTS

	PAGE NO.
INTRODUCTORY SECTION	
List of Principal Officials	6
COUNTY-WIDE FINANCIAL REPORT	
Independent Auditor's Report	8
Management's Discussion and Analysis	11
BASIC FINANCIAL STATEMENTS	
Statement of Net Position	19
Statement of Activities	21
Governmental Funds - Balance Sheet	22
Governmental Funds - Statement of Revenues, Expenditures and Changes in Fund Balances	23
Reconciliation of the Statement of Revenues, Expenditures, and Changes in Fund Balances of Governmental Funds to the Statement of Activities	24
Statement of Net Position - Proprietary Fund	25
Statement of Revenues, Expenses, and Changes in Net Position - Proprietary Fund	26
Statement of Cash Flows - Proprietary Fund	27
Combining Statement of Fiduciary Net Position - Agency Funds	28
Notes to Financial Statements	29

TAYLOR COUNTY, FLORIDA
ANNUAL FINANCIAL REPORT
For the Fiscal Year Ended September 30, 2014
TABLE OF CONTENTS

REQUIRED SUPPLEMENTARY INFORMATION

	PAGE NO.
General Fund - Statement of Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual	61
Road and Bridge Fund - Statement of Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual	62
Municipal Services Fund - Statement of Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual	63
Hospital Sales Tax Fund - Statement of Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual	64
Solid Waste Fund - Statement of Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual	65
Sheriff Operating Fund - Statement of Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual	66
Tax Collector Operating Fund - Statement of Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual	67
Hospital Debt Service Fund - Statement of Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual	69
Secondary Road Projects Fund - Statement of Revenues, and Changes in Fund Balance - Budget and Actual	70
Notes to Required Supplementary Information	71

COMBINING STATEMENTS

Nonmajor Governmental Funds - Combining Balance Sheet	73
Nonmajor Governmental Funds - Combining Statement of Revenues, Expenditures, and Changes in Fund Balances	75

TAYLOR COUNTY, FLORIDA
ANNUAL FINANCIAL REPORT
For the Fiscal Year Ended September 30, 2014
TABLE OF CONTENTS

COMPLIANCE SECTION	PAGE NO.
Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with <i>Government Auditing Standards</i>	78
Independent Auditor's Report on Compliance with Requirements that Could Have a Direct and Material Effect on Each Major State Financial Assistance Project and on Internal Control Over Compliance in Accordance with Chapter 10.550 Rules of the Auditor General	80
Schedule of Expenditures of Federal Awards and State Financial Assistance	82
Notes to Schedule of Expenditures of Federal Awards and State Financial Assistance	84
Schedule of Findings	85
Management Letter	86
Independent Accountant's Report	88

INTRODUCTORY SECTION

TAYLOR COUNTY, FLORIDA
LIST OF PRINCIPAL OFFICIALS

Board of County Commissioners

District I	Malcolm Page
District II	Jim Moody
District III	Jody DeVane
District IV	Pam Feagle
District V	Patricia Patterson

Clerk of Circuit Court	Annie Mae Murphy
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Property Appraiser	Bruce Ratliff
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Sheriff	L.E. "Bummy" Williams
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Supervisor of Elections	Dana Southerland
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Tax Collector	Mark Wiggins
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COUNTY-WIDE FINANCIAL REPORT

INDEPENDENT AUDITOR'S REPORT ON THE FINANCIAL STATEMENTS

To the Board of County Commissioners
and Constitutional Officers
Taylor County, Florida

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information of Taylor County, Florida, as of and for the fiscal year ended September 30, 2014, which collectively comprise Taylor County, Florida's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate under the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information of Taylor County, Florida as of September 30, 2014, and the respective changes in financial position and cash flows, where applicable, for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis on pages 11 through 17 and budgetary comparison information on pages 61 through 71 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

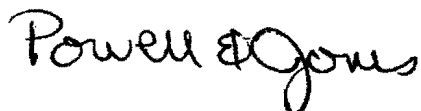
Other Information

Our audit was conducted for the purpose of forming an opinion on the financial statements that collectively comprise Taylor County, Florida's financial statements as a whole. The accompanying Schedule of Expenditures of Federal Awards and State Financial Assistance is presented for purposes of additional analysis as required by *10.550 Rules of the State of Florida, Office of the Auditor General*; and is not a required part of the financial statements. The Schedule of Expenditures of Federal Awards and State Financial Assistance is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

The combining financial statements are presented for purposes of additional analysis and are not a required part of the basic financial statements. The combining financial statements are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining financial statements are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated February 19, 2015 on our consideration of Taylor County, Florida's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards*, in considering Taylor County, Florida's internal control over financial reporting and compliance.

A handwritten signature in black ink that reads "Powell & Jones". The script is cursive and fluid, with the ampersand being particularly stylized.

POWELL & JONES
Certified Public Accountants
February 19, 2015

TAYLOR COUNTY, FLORIDA
Management's Discussion and Analysis
For the Fiscal Year Ended September 30, 2014

Taylor County, Florida's (County) management's discussion and analysis presents an overview of the County's financial activities for the fiscal year ended September 30, 2014. The analysis provides summary financial information for the County and should be read in conjunction with the County's financial statements.

The County has implemented Governmental Accounting Standards County (GASB) Statement 34, *Basic Financial Statements - and Management's Discussion and Analysis - for State and Local Governments*. This statement requires governmental entities to report finances in accordance with specific guidelines. Among those guidelines are the components of this section dealing with management's discussion and analysis.

Its intent is to provide a brief, objective, and easily readable analysis of the County's financial performance for the year and its financial position at fiscal year end September 30, 2014.

One of the key changes in financial presentation is the requirement to capitalize infrastructure assets and record depreciation. Consequently, significant changes have resulted in the reporting of fixed assets, long term liabilities, and fund balances.

OVERVIEW OF THE FINANCIAL STATEMENTS

This discussion and analysis is intended to serve as an introduction to the County's basic financial statements. The County's basic financial statements consist of 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. The **Government-wide financial statements** present an overall picture of the County's financial position and results of operations. The **Fund financial statements** present financial information for the County's major funds. The **Notes to the financial statements** provide additional information concerning the County's finances that are not disclosed in the government-wide or fund financial statements.

Government-wide financial statements

The government-wide financial statements consist of the **statement of net position** and the **statement of activities**, and are designed to provide readers with a broad overview of the County's finances, in a manner similar to a private-sector business. Emphasis is placed on the net position of governmental activities and business-type activities and the change in net position. Governmental activities are primarily supported by property taxes, sales and use taxes, federal and state grants, and state shared revenues. Business-type activities are supported by charges to the users of those activities.

The **statement of net position** presents information on all assets and liabilities of the County, with the difference between the two reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the County is improving or deteriorating. Net position is reported in three categories: 1) invested in capital assets, net of related debt, 2) restricted, and 3) unrestricted. Assets, liabilities, and net position are reported for all Governmental Activities separate from those of business-type activities.

The **statement of activities** presents information on all revenues and expenses of the County and the change in net position. Expenses are reported by major function and program revenues relating to those

functions are reported, providing the net cost of all functions provided by the County. To assist in understanding the County's operations, expenses have been reported as governmental activities or business-type activities. Governmental activities financed by the County include public safety, physical environment, transportation, economic environment, human services, culture and recreation, and general government services. Business-type activities financed by user charges include the airport fuel operation.

Fund financial statements

A fund is a separate accounting entity with a self-balancing set of accounts, and is used to maintain control over resources that have been segregated for specific activities or objectives in accordance with special regulations, restrictions, or limitations. All of the funds of the County can be divided into three categories: governmental funds, proprietary funds, and fiduciary funds.

Governmental fund financial statements provide information on the current assets and liabilities of the funds, changes in current financial resources (revenues and expenditures), and current available resources.

Proprietary fund financial statements provide information on all assets and liabilities of the fund, changes in the economic resources (revenues and expenses), and total economic resources.

Fund financial statements include a **balance sheet** and a **statement of revenues, expenditures, and changes in fund balances** for all governmental funds. A **statement of revenues, expenditures, and changes in fund balances - budget and actual**, is provided for the County's general fund and major special revenue, capital projects, and debt service funds. For the proprietary fund, which includes business-type activities, specifically the Airport Enterprise fund, a **statement of net position**; a **statement of revenues, expenses, and changes in fund net position**; and a **statement of cash flows** are presented. A combined statement of fiduciary net position is presented for the County's agency funds.

Fund financial statements provide more detailed information about the County's activities. Individual funds are established by the County to track revenues that are restricted to certain uses, comply with legal requirements, or account for the use of state and federal grants.

The *government-wide financial statements* and the *fund financial statements* provide different pictures of the County. The government-wide financial statements provide an overall picture of the County's financial standing, split between governmental activities and business-type activities. These statements are comparable to private-sector companies and give a good understanding of the County's overall financial health and how the County paid for the various activities, or functions, provided by the County. All assets of the County, including buildings, land, roads, and bridges are reported in the **statement of net position**. All liabilities, including principal outstanding on bonds, landfill closure liabilities, and future employee benefits obligated but not paid by the County are included. The **statement of activities** includes depreciation on all long lived assets of the County, but transactions between the different functions of the County have been eliminated in order to avoid "doubling up" the revenues and expenses.

The *fund financial statements* provide a picture of the major funds of the County and a column for all non-major funds. In the case of governmental activities, outlays for long lived assets are reported as expenditures, and long-term liabilities are not included in the fund financial statements. To provide a link from the *fund financial statements* to the *government-wide financial statements*, a reconciliation is provided from the fund financial statements to the *government wide financial statements*.

Notes to the financial statements

The **Notes to the financial statements** provide additional detail concerning the financial activities and financial balances of the County. Additional information about the accounting practices of the County, investments of the County, long-term debt, and pension plan are some of the items included in the notes to the financial statements.

FINANCIAL HIGHLIGHTS

Total assets of the County exceeded total liabilities by \$105,501,926 (net position). Unrestricted net position for governmental activities was \$19,454,714 and for business-type activities was \$171,236. Governmental Activities restricted net position was \$4,336,261, and was \$-0- for Business-type Activities.

Total net position increased by \$640,790. Of that amount, \$615,906 is attributable to Governmental Activities and \$24,884 is attributable to Business-type Activities. This increase is primarily due to an increase in capital grant revenue.

Governmental Activities revenues increased \$764,267 to \$26,125,376. This 3% net increase in revenue was primarily attributable to an increase in grant revenue over the prior year. Governmental Activities expenses increased by \$952,776 to \$25,509,470. This increase in expenses of 4% was primarily due to inflation and budgetary fiscal management.

Business-type activities operating revenues increased 22% to \$252,203, while business-type expenses increased 38% to \$227,319. The fund experienced a net income of \$24,884, representing a \$24,101 increase from 2013 net income of \$783.

FINANCIAL ANALYSIS OF THE COUNTY

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. At September 30, 2014, the assets of the County exceed liabilities by \$105,501,926.

The following schedule provides a summary of the assets, liabilities, and net position of the County.

September 30, 2014 and 2013

	Governmental Activities	Business-type Activities	Total Government 2014	2013
Assets				
Current assets	\$ 26,106,751	\$ 139,972	\$ 26,246,723	\$ 25,197,616
Restricted assets	505,373	-	505,373	505,404
Non-current assets	93,531,339	61,611	93,592,950	93,930,923
Total assets	120,143,463	201,583	120,345,046	119,633,937
Liabilities				
Current liabilities (payable from current assets)	2,161,933	18,884	2,180,817	1,445,217
Current liabilities (payable from restricted assets)	591,268	-	591,268	565,215
Noncurrent liabilities	12,071,035	-	12,071,035	12,762,375
Total liabilities	14,824,236	18,884	14,843,120	14,772,807
Net Position				
Net position invested in capital assets, net of related debt	81,528,252	11,463	81,539,715	81,385,617
Net position, restricted	4,336,261	-	4,336,261	14,547,145
Net position, unrestricted	19,454,714	171,236	19,625,950	8,928,374
Total Net Position	\$ 105,319,227	\$ 182,699	\$ 105,501,926	\$ 104,861,136

77% of the County's net position reflects its investment in capital assets (land, buildings and equipment), less any related outstanding debt used to acquire those assets. The County uses these capital assets to provide services to citizens; consequently, these assets are not available for future spending. Although the County's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

An additional 4% of the County's net position represents resources that are dedicated or subject to restrictions on how they may be used. The remaining balance of unrestricted net position \$19,625,950 may be used to meet the government's ongoing obligations to citizens and creditors.

The following schedule provides a summary of the changes in net position. The increase in net position is due primarily to prudent budget administration.

Changes in Net Position
Fiscal Years Ended September 30, 2014 and 2013

	Governmental Activities	Business-type Activities	Total Government 2014	2013
Revenues:				
Program Revenues				
Charges for services	\$ 3,555,561	\$ 252,119	\$ 3,807,680	\$ 3,514,980
Operating grants/contributions	833,622	-	833,622	2,582,450
Capital grants/contributions	4,068,173	-	4,068,173	1,656,220
General Revenues				
Property taxes	9,981,095	-	9,981,095	10,019,579
Sales and use taxes	3,284,295	-	3,284,295	3,036,427
Franchise fees	24,947	-	24,947	4,944
Communications surtax	108,342	-	108,342	113,460
State shared revenues	3,923,999	-	3,923,999	4,139,004
Other	345,342	84	345,426	459,145
Total revenues	<u>26,125,376</u>	<u>252,203</u>	<u>26,377,579</u>	<u>25,526,209</u>
Expenses:				
General government	4,494,196	-	4,494,196	4,499,167
Public safety	8,051,270	-	8,051,270	7,562,707
Physical environment	1,489,188	-	1,489,188	1,511,966
Transportation	7,193,241	227,319	7,420,560	7,233,890
Economic environment	727,299	-	727,299	498,461
Human services	1,383,016	-	1,383,016	1,311,670
Culture/recreation	901,089	-	901,089	866,832
Court-related	718,066	-	718,066	662,321
Interest on long-term debt	552,105	-	552,105	573,991
Total expenses	<u>25,509,470</u>	<u>227,319</u>	<u>25,736,789</u>	<u>24,721,005</u>
Increase in net position	615,906	24,884	640,790	805,204
Transfer in (out)	(47,712)	47,712		
Beginning net position	104,751,033	110,103	104,861,136	104,055,932
Ending net position	<u>\$ 105,319,227</u>	<u>\$ 182,699</u>	<u>\$ 105,501,926</u>	<u>\$ 104,861,136</u>

Property taxes provide 38% of the revenues for Governmental Activities, while state shared revenues provide 15%, and sales and use taxes provide 13%. Most of the Governmental Activities resources are

spent for Public Safety (31%), General Government (18%), Human Services (5%), Transportation (28%), and Physical Environment (6%).

FUND FINANCIAL INFORMATION

Governmental Funds

General Fund

The County's General Fund is the main operating fund of the County. It is used to account for all financial resources that are not restricted by State or Federal laws, County ordinances or other externally imposed requirements. As of September 30, 2014, total assets were \$10,972,782 and total liabilities were \$523,168. The ending fund balance was \$10,449,614. \$1,474,217 of the ending fund balance is assigned or restricted for specific identified purposes. \$8,975,397 is reflected as unassigned in the financial statements, but is included in the budget for the next fiscal year to fund reserves and various capital projects.

As of September 30, 2014, total revenue, \$12,490,193 exceeded total expenditures of \$5,431,901, by \$7,058,292. In addition, \$7,139,316 was also transferred to constitutional officers to fund their budgets and \$358,009 to other funds for operational costs. Total transfers in from other funds was \$37,668. The net increase in the fund balance in the General Fund was, \$401,365.

During the fiscal year, the County amended and increased the General Fund budget by \$952,616. The County budgeted ad valorem taxes at 95% of the total tax levy, as allowed by State law; actual collections were 97%.

Other Governmental Funds

Financial highlights of selected other County funds follow:

The *Hospital Sales Tax Revenue Fund* accounts for the local one-cent discretionary small county sales surtax. County voters approved the one-cent sales tax in October 1999, for a period of 30 years, beginning January 1, 2000. The proceeds from the sales tax are used to pay the principal and interest payments on the Sales Tax Revenue Bonds, that were issued to provide funds to acquire, construct, and equip a hospital facility located in the County. The sales tax generated \$2,328,610 in the 2014 fiscal year, reflecting a 10% increase from the prior fiscal year's \$2,111,289.

The *Municipal Services Taxing Unit (MSTU) Fund* is used to account for the provision of fire services, building and planning services, animal control and code enforcement. The primary source of funds, 83%, is ad valorem taxes. 88% of the total expenditures incurred in the MSTU fund are for fire services provided in the unincorporated area of the County.

The *Road and Bridge (Transportation) Fund* accounts for motor fuel taxes designated for the annual maintenance of roads, bridges, right-of-way, drainage systems, etc. The County has the legal authority to levy ad valorem taxes for the Transportation Fund, but has elected not to do so. As of September 30, 2014, expenditures exceeded revenue by \$689,376. Operational costs of the County Road Department increased by \$53,081 while capital expenditures increased by \$174,187. Gas tax revenue increased at a rate of 1.4%. Secondary road paving funds are utilized for funding shortfalls in the road and bridge operations fund. \$634,549 was transferred in the 2014 fiscal year which would otherwise been available for road paving. \$262,017 was also transferred in from the General Fund.

The *Secondary Road Projects (Paving) Fund* accounts for the use of gas taxes restricted for transportation improvements, such as roads, bridges, and right-of-way acquisition. This gas tax revenue increased by 4% (\$38,212). \$580,577 was expended for road paving projects in 2014 as compared to \$1,090,203 in 2013. \$634,549 was also transferred to the Road and Bridge Fund. This fund had a fund balance of \$848,192 at the end of the 2014 fiscal year. These funds have been committed for on-going road-paving projects.

The *Sheriff General Fund* is the operating fund of the Sheriff, a constitutional officer. The primary source of funds are transfers from the Board of County Commissioners General Fund. Expenditures represent 22% of total expenditures of the governmental activities. Expenditures total \$5,581,906 for the year. By law this fund has no ending fund balance.

Proprietary Fund

The *Airport Enterprise Fund* is used to account for the revenues, expenses, assets, and liabilities associated with the County operated aviation fuel sales at the County airport facility. This is operated like a business, where the rates established by the County should generate sufficient funds to pay the costs of current operations and provide for the accumulation of funding for capital asset acquisition. Total assets as of September 30, 2014, were \$201,583 total liabilities were \$18,884, and net position was \$182,699. Operating revenue was \$252,203. Operating expenses were \$227,319. Net income was \$24,884.

CAPITAL ASSETS ACTIVITY

The County's capital assets for its governmental and business-type activities as of September 30, 2014, is \$93,592,950 (net of accumulated depreciation). This investment in capital assets includes land, buildings, equipment, infrastructure, and construction in progress, net of depreciation.

Capital Assets

	Beginning Balance	Additions	Reclassifications Deletions	Ending Balance
Governmental Activities				
Capital assets				
Land and Improvements	\$ 22,438,142	\$ 439,466	\$ 20,186	\$ 22,894,782
Construction in progress	1,780,468	135,452	(528,648)	1,387,294
Infrastructure	82,829,431	4,470,087	508,480	87,807,978
Buildings	27,828,367	218,208	-	27,844,572
Equipment	14,301,302	1,068,947	(202,899)	15,164,360
Sheriff equipment	2,341,953	187,150	(110,033)	2,419,070
Total capital assets	151,116,683	6,514,278	(312,913)	157,318,048
Less accumulated depreciation				
Board of County Commissioners	(55,650,913)	(6,638,426)	104,933	(62,084,406)
Sheriff	(1,648,310)	(149,295)	93,304	(1,702,301)
Total accumulated depreciation	(57,197,223)	(6,787,721)	198,237	(63,786,707)
Governmental activities capital assets, net	\$ 93,919,460	\$ (273,445)	\$ (114,678)	\$ 93,531,338
Business type activities:				
Equipment	\$ 73,709	\$ 60,275	\$ -	\$ 123,984
Less accumulated depreciation	(62,246)	(127)	-	(62,373)
Business activities capital assets, net	\$ 11,463	\$ 50,148	\$ -	\$ 61,611

The decrease of \$(337,973) from the prior year is primarily attributable to infrastructure depreciation.

DEBT MANAGEMENT

On July 11, 2000, the County issued \$17,205,000 of revenue bonds to acquire, construct, and equip a hospital facility located in the County. The Series 2000 Bonds and the interest thereon are payable solely from and secured by a pledge of the proceeds derived by the County from the levy and collection of the one-cent discretionary small county sales surtax. On May 5, 2005, the County advance refunded these bonds with an equivalent refunding, in order to reduce the debt service payments over the next 25 years to obtain economic gain. Principal payments of \$495,000 were made during the year and as of September 30, 2014, \$11,805,000 is still outstanding. The bonds are rated AAA, which is the highest rating given by the rating agencies.

The County also owed \$198,067 on capital leases for outdoor sports and park capital improvements.

OTHER FINANCIAL INFORMATION

Economic Factors and Next Year's Budget

- The unemployment rate for the County for 2014 was 7.1%. Although this represents an decrease from the prior fiscal year, the rate for the County was higher than the statewide rate of 5.6%.
- The per capita income for the County in 2014 was \$27,395, 33% less than the statewide average of \$41,497.
- The County-wide ad valorem tax millage rate for the County remained at 7.0113 for 2014. Due to a stability in property values county-wide, this created a slight revenue decrease of \$37,022. As a fiscally constrained county, Taylor County received a distribution of \$518,619 from the State to help offset this reduction in property tax revenue. It is hopeful that the "offset" will continue for 2015, as a further reduction in property values is anticipated.
- The Florida Legislature has enacted legislation that will require the County to significantly increase its Medicaid related expenditures beginning in 2014 on both a retroactive and ongoing basis.

REQUEST FOR INFORMATION

This financial report is designed to present users with a general overview of the County's finances and to demonstrate the County's accountability. Questions concerning this report or requests for additional information should be addressed to the County Finance Director, 108 N. Jefferson Street, Suite 102, Perry, Florida, 32347, or by calling 850-838-3506, extension 122.

BASIC FINANCIAL STATEMENTS

TAYLOR COUNTY, FLORIDA

STATEMENT OF NET POSITION

September 30, 2014

	Governmental Activities	Business - type Activities	Total
ASSETS			
Current assets:			
Cash and cash equivalents	\$ 8,632,669	\$ 96,535	\$ 8,729,204
Accounts receivable - net	76,657	-	76,657
Due from agency funds	123,576	-	123,576
Due from other governmental units	1,967,748	-	1,967,748
Inventories	203,420	43,437	246,857
Investments	14,507,188	-	14,507,188
Prepaid expenses	592,393	-	592,393
Total current assets	<u>26,103,651</u>	<u>139,972</u>	<u>26,243,623</u>
Restricted assets:			
Investments	508,473	-	508,473
Total restricted assets	<u>508,473</u>	<u>-</u>	<u>508,473</u>
Noncurrent assets:			
Capital assets - net	93,531,339	61,611	93,592,950
Total assets	<u>\$ 120,143,463</u>	<u>\$ 201,583</u>	<u>\$ 120,345,046</u>
LIABILITIES			
Current liabilities (payable from current assets):			
Accounts payable	\$ 1,461,943	\$ 18,791	\$ 1,480,734
Accrued wages	26,738	-	26,738
Due to other governmental units	25,696	-	25,696
Deferred revenues	372,300	-	372,300
Accrued compensated absences	117,442	-	117,442
Capital leases - current portion	71,411	-	71,411
Other current liabilities	86,403	93	86,496
Total current liabilities (payable from current assets)	<u>2,161,933</u>	<u>18,884</u>	<u>2,180,817</u>
Current liabilities (payable from restricted assets)			
Landfill postclosure costs	71,268	-	71,268
Bonds payable - current portion	520,000	-	520,000
Total current liabilities (payable from restricted assets)	<u>591,268</u>	<u>-</u>	<u>591,268</u>
Noncurrent liabilities			
Accrued compensated absences	588,092	-	588,092
Capital leases - long-term portion	126,676	-	126,676
Landfill post-closure costs	71,267	-	71,267
Bonds payable	11,285,000	-	11,285,000
Total long-term liabilities	<u>12,071,035</u>	<u>-</u>	<u>12,071,035</u>
Total liabilities	<u>14,824,236</u>	<u>18,884</u>	<u>14,843,120</u>
(Continued)			

TAYLOR COUNTY, FLORIDA

**STATEMENT OF NET POSITION
September 30, 2014**

	<u>Governmental Activities</u>	<u>Business - type Activities</u>	<u>Total</u>
NET POSITION (Continued)			
Invested in capital assets, net of related debt	\$ 81,528,252	\$ 11,463	\$ 81,539,715
Restricted:	4,336,261	-	4,336,261
Unrestricted	19,454,714	171,236	19,625,950
Total net position	<u>\$ 105,319,227</u>	<u>\$ 182,699</u>	<u>\$ 105,501,926</u>

See notes to financial statements.

TAYLOR COUNTY, FLORIDA

**STATEMENT OF ACTIVITIES
For the Fiscal Year Ended September 30, 2014**

		Program Services			Net (Expenses) Revenues and Changes in Net Position		
		Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities	Business Type Activities	Total
Functions/Programs	Expenses						
Governmental Activities							
General government	\$ 4,494,196	\$ 1,060,782	\$ -	\$ 12	\$ (3,433,402)	\$ -	\$ (3,433,402)
Public safety	8,051,270	420,478	405,716	-	(7,225,076)	-	(7,225,076)
Physical environment	1,489,188	1,197,507	87,150	-	(204,531)	-	(204,531)
Transportation	7,193,241	109,972	131,928	4,054,580	(2,896,761)	-	(2,896,761)
Economic environment	727,299	-	3	-	(727,296)	-	(727,296)
Human services	1,383,016	17,818	29,456	-	(1,335,742)	-	(1,335,742)
Culture/recreation	901,089	106,471	113,767	13,581	(667,270)	-	(667,270)
Court-related	718,066	642,533	65,602	-	(9,931)	-	(9,931)
Interest on long-term debt	552,105	-	-	-	(552,105)	-	(552,105)
Total governmental activities	25,509,470	3,555,561	833,622	4,068,173	(17,052,114)	-	(17,052,114)
Business - type activities							
Transportation							
Airport	227,319	252,119	-	-	-	24,800	24,800
Total government	\$ 25,736,789	\$ 3,807,680	\$ 833,622	\$ 4,068,173	(17,052,114)	24,800	(17,027,314)
General revenues							
Ad valorem taxes					9,981,095	-	9,981,095
Sales and use taxes					3,284,295	-	3,284,295
Communications service tax					108,342	-	108,342
Franchise fees					24,947	-	24,947
Federal and state shared revenue					3,923,999	-	3,923,999
State payments in lieu of taxes					33,357	-	33,357
Interest					19,844	84	19,928
Miscellaneous					292,141	-	292,141
Transfers in					2,563	50,275	52,838
Transfers out					(50,275)	(2,563)	(52,838)
Total general revenue and transfers					17,620,308	47,796	17,668,104
Change in net position					568,194	72,596	640,790
Net position beginning of year					104,751,033	110,103	104,861,136
Net position end of year					\$ 105,319,227	\$ 182,699	\$ 105,501,926

See notes to financial statements.

**TAYLOR COUNTY, FLORIDA
GOVERNMENTAL FUNDS
BALANCE SHEET
September 30, 2014**

	Special Revenue							Debt Service	Capital Projects		
	General	Road and Bridge	Municipal Services Taxing Unit	Hospital Sales Tax	Solid Waste	Sheriff Operating	Tax Collector Operating	Hospital	Secondary Road Projects	Other Governmental Funds	Total Governmental Funds
ASSETS											
Cash	\$ 2,320,872	\$ 159,098	\$ 334,706	\$ 2,500,015	\$ 259,786	\$ 564,718	2,900	\$ 238,173	\$ 89,138	\$ 2,163,287	\$ 8,632,669
Accounts receivable	2,300	-	-	-	1,198	38,616	-	-	-	34,543	76,657
Due from other funds	763,717	158,213	106	-	-	-	-	-	-	317,816	1,229,851
Due from other governmental units	344,097	141,704	31,229	267,453	10,362	-	-	-	83,063	1,099,840	1,967,748
Inventories	-	203,420	-	-	-	-	-	-	-	-	203,420
Investments	7,480,232	696,920	1,036,682	3,863,271	331,524	-	4,478	-	702,966	900,688	15,015,661
Prepaid expenses	71,564	-	829	-	-	-	-	520,000	-	-	592,393
Total assets	\$ 10,972,782	\$ 1,358,363	\$ 1,403,452	\$ 6,620,739	\$ 602,870	\$ 603,332	\$ 7,378	\$ 758,173	\$ 875,167	\$ 4,516,153	\$ 27,718,399
LIABILITIES AND FUND BALANCES											
LIABILITIES											
Accounts payable	\$ 214,854	\$ 63,428	\$ 11,444	\$ -	\$ 39,445	\$ 51,945	\$ -	\$ -	\$ 26,976	\$ 1,053,652	\$ 1,461,943
Accrued wages	9,606	7,855	6,950	-	2,754	-	-	-	-	573	28,738
Accrued compensated absences	23,907	48,704	32,118	-	12,713	-	-	-	-	-	117,442
Due to other funds	158,332	13,072	37,689	-	-	560,768	-	-	-	346,414	1,106,275
Due to other governmental units	25,599	-	-	-	-	-	-	-	-	97	25,696
Revenues collected in advance	12,621	-	-	-	-	-	-	-	-	359,479	372,300
Other current liabilities	78,049	-	-	-	-	819	7,378	-	-	367	86,403
Total liabilities	523,168	133,059	87,201	-	54,912	603,332	7,378	-	26,976	1,760,772	3,198,797
FUND BALANCES											
Nonspendable	71,564	203,420	829	-	-	-	-	520,000	-	-	795,813
Restricted	898,927	1,021,874	-	-	-	-	-	-	648,192	1,569,268	4,336,261
Assigned	577,290	-	1,315,422	6,620,739	647,958	-	-	238,173	-	1,186,113	10,486,696
Unassigned	8,903,833	-	-	-	-	-	-	-	-	-	8,903,833
Total fund balances	10,449,614	1,225,294	1,316,251	6,620,739	547,958	-	-	758,173	648,192	2,755,381	24,521,602
Total liabilities and fund balances	\$ 10,972,782	\$ 1,358,363	\$ 1,403,452	\$ 6,620,739	\$ 602,870	\$ 603,332	\$ 7,378	\$ 758,173	\$ 875,167	\$ 4,516,153	

Amounts reported for governmental activities in the statement of net position are different because:
 Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds.
 Long-term liabilities, including bonds payable of (\$11,805,000), capital leases and notes payable of (\$198,087), compensated absences of (\$588,092), and landfill postclosure costs of (\$142,535), are not due and payable in the current period and therefore are not reported in the funds.
 Net position of governmental activities

93,531,339

(12,733,714)

\$ 105,319,227

See notes to financial statements.

TAYLOR COUNTY, FLORIDA
GOVERNMENTAL FUNDS
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
For the Fiscal Year Ended September 30, 2014

	General	Special Revenue					Debt Service		Capital Projects	Other Governmental Funds	Total Governmental Funds
		Road and Bridge	Municipal Services Taxing Unit	Hospital Sales Tax	Solid Waste	Sheriff Operating	Tax Collector Operating	Hospital	Secondary Road Projects		
REVENUES											
Taxes	\$ 8,943,313	\$ 728,895	\$ 1,146,124	\$ 2,326,640	\$ 24,947	\$ -	\$ -	\$ -	\$ -	\$ 228,791	\$ 13,398,680
Licenses and permits	-	140	166,991	-	-	-	-	-	-	-	167,131
Intergovernmental	3,024,590	730,213	66,665	-	24,847	-	-	-	892,508	4,323,476	9,062,086
Charges for services	270,784	-	7,788	-	-	96,848	743,360	-	-	620,892	1,739,672
Fines and forfeitures	8,874	-	1,850	-	-	-	-	-	-	224,863	236,687
Miscellaneous	108,742	47,615	8,402	-	43,899	77,847	-	-	-	6,635	286,940
Special assessments	134,161	-	-	-	1,032,424	-	-	-	-	63,648	1,220,233
Interest	2,729	596	-	6,053	1,403	-	3,152	1,791	-	2,120	18,844
Total revenues	12,480,193	1,505,459	1,384,840	2,336,663	1,127,120	174,695	748,512	1,791	892,508	5,480,424	26,120,175
EXPENDITURES											
Current expenditures											
General government	1,616,315	-	47,379	-	-	-	885,219	-	-	1,729,102	4,277,016
Public safety	1,062,700	-	1,058,242	-	-	5,442,010	-	-	-	74,673	7,834,525
Physical environment	378,766	55,424	4,800	-	1,008,820	-	-	-	-	116,230	1,662,024
Transportation	69,182	1,933,287	-	-	-	-	-	-	1,077	130,428	2,133,984
Economic environment	312,903	-	-	-	-	-	-	-	-	414,396	727,299
Human services	483,187	-	155,890	2,250	-	-	-	-	-	-	641,327
Culture / recreation	537,849	-	-	-	-	-	-	-	-	52,645	690,494
Court-related	87,073	-	-	-	-	-	-	-	-	621,768	708,841
Capital outlay											
General government	284,383	-	1,200	-	-	-	-	-	-	35,508	321,088
Public safety	93,154	-	417,693	-	-	139,896	-	-	-	47,263	697,996
Physical environment	-	-	-	-	257,025	-	-	-	-	88,113	345,136
Transportation	2,616	206,114	-	-	-	-	-	-	580,577	3,666,308	4,655,614
Economic environment	-	-	-	-	-	-	-	-	-	-	-
Culture / recreation	457,260	-	-	-	-	-	-	-	-	-	487,260
Court-related	-	-	-	-	-	-	-	-	-	32,000	32,000
Debt service											
Principal	47,219	-	-	-	-	-	-	495,000	-	-	542,219
Interest	2,311	-	-	-	-	-	-	549,794	-	-	552,105
Total expenditures	5,431,901	2,194,835	1,582,204	2,260	1,265,845	5,581,906	885,219	1,044,794	581,654	7,208,321	23,878,929
Excess of revenues over (under) expenditures	7,058,292	(689,376)	(297,364)	2,334,413	(138,725)	(5,407,211)	(138,707)	(1,043,003)	310,854	(1,747,897)	241,246
OTHER FINANCING SOURCES (USES)											
Interfund transfers in	37,668	896,585	95,992	-	8,080	5,407,211	138,707	1,048,994	-	1,791,274	9,425,081
Interfund transfers out	(7,497,325)	-	(67,677)	(1,048,994)	(86,749)	-	-	-	(634,549)	(87,334)	(9,422,828)
Total other financing sources (uses)	(7,459,657)	896,585	28,415	(1,048,994)	(78,669)	5,407,211	138,707	1,048,994	(634,549)	1,703,940	2,583
Net change in fund balances	(401,365)	207,189	(268,979)	1,285,419	(216,794)	-	-	5,981	(323,695)	(43,957)	243,869
Fund balances beginning of year	10,850,879	1,018,105	1,685,230	5,335,320	764,782	-	-	752,182	1,171,887	2,799,338	24,277,793
Fund balances end of year	\$ 10,449,514	\$ 1,225,294	\$ 1,416,251	\$ 6,620,739	\$ 547,988	\$ -	\$ -	\$ 758,163	\$ 848,192	\$ 2,755,381	\$ 24,521,662

See notes to financial statements.

TAYLOR COUNTY, FLORIDA

**RECONCILIATION OF THE STATEMENT OF REVENUES,
EXPENDITURES, AND CHANGES IN FUND BALANCES OF
GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES
For the Fiscal Year Ended September 30, 2014**

Net change in fund balances - total governmental funds		\$ 243,809
 Amounts reported for governmental activities in the statement of activities are different because:		
Governmental funds report capital outlay as expenditures.		
However, in the statement of activities, the cost of those assets is allocated over their estimated useful lives as depreciation expense.		
Capital outlay	\$ 6,514,276	
Donations and reclassifications	(97,947)	
Less current year depreciation	<u>(6,787,721)</u>	(371,392)
 The net effect of dispositions of fixed assets		 (16,729)
 Repayments of debt principal are expenditures in the governmental funds, but the repayment reduces long-term liabilities in the statement of net position.		
Payment for revenue bonds	495,000	
Payments for capital leases and notes	<u>47,219</u>	542,219
 Some expenses reported in the statement of activities do not require the use of current financial resources, therefore, are not reported as expenditures in governmental funds.		
Net change in compensated absences	67,529	
Net change in landfill postclosure liability	<u>102,758</u>	<u>170,287</u>
 Change in net position of governmental activities		 <u>\$ 568,194</u>

See notes to financial statements.

TAYLOR COUNTY, FLORIDA

**STATEMENT OF NET POSITION
PROPRIETARY FUND
September 30, 2014**

	<u>Airport Enterprise</u>
ASSETS	
Current assets:	
Cash	\$ 96,535
Inventories	<u>43,437</u>
Total current assets	<u>139,972</u>
 Fixed assets:	
Equipment	123,984
Less: accumulated depreciation	<u>(62,373)</u>
Total fixed assets	<u>61,611</u>
Total assets	<u>\$ 201,583</u>
 LIABILITIES	
Current liabilities	
Accounts payable	\$ 18,791
Accrued wages	<u>93</u>
Total current liabilities	<u>18,884</u>
 NET POSITION	
Invested in capital assets	61,611
Unrestricted	<u>121,088</u>
Total net position	<u>182,699</u>
Total liabilities and net position	<u>\$ 201,583</u>

See notes to financial statements.

TAYLOR COUNTY, FLORIDA

**STATEMENT OF REVENUES, EXPENSES AND
CHANGES IN NET POSITION
PROPRIETARY FUND**

For the Fiscal Year Ended September 30, 2014

	<u>Airport Enterprise</u>
OPERATING REVENUES	
Transportation	
Airports	
Airport fuel sales	\$ 252,119
Interest	84
	<u>252,203</u>
OPERATING EXPENSES	
Airport fuel operations	
Personnel services	
Regular salaries	6,716
Employee benefits	1,151
Total personnel services	<u>7,867</u>
Operating expenses	
Communications	544
Contractual services	995
Utility services	1,089
Insurance	563
Repair and maintenance	4,085
Petroleum products	211,720
Supplies	279
Depreciation	127
Other current charges	50
Total operating expenses	<u>219,452</u>
Total operating expenses	<u>227,319</u>
Operating income before operating transfers	24,884
Operating transfers general fixed assets	50,275
Operating transfers out	<u>(2,563)</u>
Net income	72,596
Net position, beginning of year	110,103
Net position, end of year	<u>\$ 182,699</u>

See notes to financial statements.

TAYLOR COUNTY, FLORIDA
STATEMENT OF CASH FLOWS
PROPRIETARY FUND
For the Fiscal Year Ended September 30, 2014

	<u>Airport Enterprise</u>
CASH FLOWS FROM OPERATING ACTIVITIES	
Cash received from customers	\$ 252,119
Cash payments to employees	(6,694)
Cash payments for employee benefits	(1,151)
Cash payments for suppliers	(224,349)
Interest income	<u>84</u>
Net cash provided by operating activities	20,009
 Noncapital financing activities	
Operating transfers out	(2,563)
 Cash and cash equivalents, beginning of year	<u>79,089</u>
Cash and cash equivalents, end of year	<u><u>\$ 96,535</u></u>
 Noncash financing activities:	
Transfer in from Governmental Capital	<u><u>\$ 50,275</u></u>
 RECONCILIATION OF OPERATING INCOME TO NET	
CASH PROVIDED BY OPERATING ACTIVITIES	
 Operating income	<u>\$ 24,884</u>
 Adjustments to reconcile operating income to net cash used by operating activities	
Depreciation	127
Changes in assets and liabilities	
(Increase) decrease in:	
Inventories	(3,585)
Increase (decrease) in:	
Accounts payable	(1,439)
Accrued wages	<u>22</u>
Total adjustments	<u>(4,875)</u>
 Net cash provided by operating activities	<u><u>\$ 20,009</u></u>

See notes to financial statements.

TAYLOR COUNTY, FLORIDA

COMBINING STATEMENT OF FIDUCIARY NET POSITION

AGENCY FUNDS
September 30, 2014

	Clerk of Courts				Property Appraiser	Sheriff			Tax Collector		
	General Trust	Child Support	Registry of Court	Cash Bond	Trust	Individual Depository	Inmate Trust	Evidence Trust	Tax	Tag	Totals
ASSETS											
Cash	\$ 23,588	\$ -	\$ 138,909	\$ 69,819	2,009	\$ 4,886	\$ 9,767	\$ 159	\$ 413,733	\$ 14,173	\$ 677,043
Accounts receivable	990	-	-	-	-	-	-	-	-	-	990
Investments	110,904	-	-	-	-	-	-	-	-	92	110,996
Total assets	\$ 135,482	\$ -	\$ 138,909	\$ 69,819	\$ 2,009	\$ 4,886	\$ 9,767	\$ 159	\$ 413,733	\$ 14,265	\$ 789,029
LIABILITIES											
Due to individuals	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,598	\$ -	\$ -	\$ 3,473	\$ 5,071
Accounts payable	18,994	-	-	-	-	-	7,535	-	-	-	26,529
Due to other funds	110,573	-	-	-	1	2,210	-	-	-	10,792	123,576
Due to other governmental units	755	-	-	-	-	2,676	634	-	-	-	4,065
Cash bonds payable	-	-	-	69,819	-	-	-	-	-	-	69,819
Interest payable	-	-	-	-	-	-	-	159	11,879	-	12,038
Other current liabilities	5,160	-	-	-	2,008	-	-	-	-	-	7,168
Taxes and fees payable	-	-	-	-	-	-	-	-	395,868	-	395,868
Deposits payable	-	-	138,909	-	-	-	-	-	5,986	-	144,895
Total liabilities	135,482	-	138,909	69,819	2,009	4,886	9,767	159	413,733	14,265	789,029
NET POSITION											
Total net position	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

See notes to financial statements.

TAYLOR COUNTY, FLORIDA

NOTES TO FINANCIAL STATEMENTS

September 30, 2014

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Taylor County, Florida, (the "County") is a political subdivision of the State pursuant to Article VIII, Section 1(a) of the Constitution of the State of Florida. The County is governed by the Board of County Commissioners and five elected constitutional officers (Clerk of the Circuit Court, Property Appraiser, Sheriff, Supervisor of Elections, and Tax Collector) in accordance with State statutes and regulations. The constitutional officers maintain separate accounting records and budgets from the Board of County Commissioners. The Constitution of the State of Florida, Article VIII, Section 1(d) created the constitutional officers and Article VIII, Section 1(e), created the Board of County Commissioners.

The financial statements of the County have been prepared in conformity with generally accepted accounting principles (GAAP) as applied to governmental units. The Governmental Accounting Standards Board (GASB) is the standard-setting body for governmental accounting and financial reporting principles. Pronouncements of the Financial Accounting Standards Board (FASB) issued after November 30, 1989, are not applied in the preparation of the financial statements of the proprietary fund types in accordance with GASB Statement 20. The GASB periodically updates its codification of the existing Governmental Accounting and Financial Reporting Standards which, along with subsequent GASB pronouncements (Statements and Interpretations), constitutes GAAP for governmental units.

A. Reporting Entity

The concept underlying the definition of the reporting entity is that elected officials are accountable to their constituents for their actions. The reporting entity's financial statements should allow users to distinguish between the primary government (the County) and its component units. However, some component units, because of the closeness of their relationships with the County, should be blended as though they are part of the County. Otherwise, most component units should be discretely presented. As required by generally accepted accounting principles, the financial reporting entity consists of (1) the primary government (the County), (2) organizations for which the County is financially accountable, and (3) other organizations for which the nature and significance of their relationship with the County are such that exclusion would cause the reporting entity's financial statements to be misleading or incomplete. The County is financially accountable if it appoints a voting majority of the

organization's governing body and (a) it is able to impose its will on that organization or (b) there is a potential for the organization to provide specific financial benefits to, or impose specific financial burdens on, the County. The County may be financially accountable if an organization is fiscally dependent on the County regardless of whether the organization has (a) a separately elected governing board, (b) a governing board appointed by a higher level of government, or (c) a jointly appointed board. Based on these criteria, County management examined all organizations which are legally separate in order to determine which organizations, if any, should be included in the County's special purpose financial statements. Management determined that there are no organizations that should be included in the County's financial statements as component units, except for the constitutional officer component units described above.

B. Measurement Focus and Basis of Accounting

The basic financial statements of the County are comprised of the following:

- Government-wide financial statements
- Fund financial statements
- Notes to the financial statements
- Required supplementary information

1. Government-wide Financial Statements

Government-wide financial statements display information about the reporting government as a whole, except for its fiduciary activities. These statements include separate columns for the governmental and business-type activities of the primary government (including its blended component units), as well as its discretely presented component unit. For the most part, the effect of interfund activity has been removed from these statements. Governmental activities, which normally are supported by taxes and intergovernmental revenues, are reported separately from business-type activities, which rely, to a significant extent, on fees and charges for support. Likewise, the primary government is reported separately from the legally separate component unit for which the primary government is financially accountable.

Government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting, as are the proprietary fund and agency fund financial statements. Under the accrual basis of accounting, revenues, expenses, gains, losses, assets, and liabilities resulting from exchange and exchange-like transactions are recognized when the exchange takes place. Revenues, expenses, gains, losses, assets, and liabilities resulting from non-exchange transactions are recognized in accordance with the requirements of GASB Statement 33 - Accounting and Financial Reporting for Nonexchange Transactions.

Program revenues include charges for services, special assessments, and payments made by parties outside of the reporting government's citizenry if that money is restricted to a particular

program. Program revenues are netted with program expenses in the statement of activities to present the net cost of each program.

Amounts paid to acquire capital assets are capitalized as assets in the government-wide financial statements, rather than reported as an expenditure. Proceeds of long-term debt are recorded as liabilities in the government-wide financial statements, rather than as an other financing source. Amounts paid to reduce long-term indebtedness of the reporting government are reported as a reduction of the related liability, rather than as an expenditure.

As a general rule the effect of interfund activity has been eliminated from the government-wide financial statements. As applicable, the County also chooses to eliminate the indirect costs between governmental activities to avoid a "doubling up" effect.

2. Fund Financial Statements

The underlying accounting system of the County is organized and operated on the basis of separate funds, each of which is considered to be a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, revenues and expenditures or expenses, as appropriate. Governmental resources are allocated to and accounted for in individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled.

Fund financial statements for the primary government's governmental, proprietary, and fiduciary funds are presented after the government-wide financial statements. These statements display information about major funds, individually and nonmajor funds in the aggregate for governmental and enterprise funds. The fiduciary statement includes financial information for the agency funds. The agency funds of the County primarily represent assets held by the County in a custodial capacity for other individuals or governments.

3. Governmental Funds

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collected within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the County considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. Franchise fees, licenses, sales taxes, gas taxes, operating and capital grants, and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. All other revenue items are considered to be measurable only when cash is received by the County.

Under the current financial resources measurement focus, only current assets and current liabilities are generally included on the balance sheet. The reported fund balance is considered to be the measure of "available spendable resources." Governmental funds operating statements present increases (revenue and other financing sources) and decreases (expenditures and other financing uses) in net current assets. Accordingly, they are said to present a summary of sources and uses of "available spendable resources" during a period.

Any non-current portions of long-term receivables due to governmental funds are reported on their balance sheets in spite of their spending measurement focus.

Non-current portions of other long-term receivables are offset by fund balance reserve accounts.

Because of their spending measurement focus, expenditure recognition for governmental fund types excludes amounts represented by noncurrent liabilities. Since they do not affect net current assets, such long-term amounts are not recognized as governmental fund type expenditures or fund liabilities.

Amounts expended to acquire capital assets are recorded as expenditures in the year that resources were expended, rather than as fund assets. The proceeds of long-term debt are recorded as an other financing source rather than as a fund liability. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due.

4. Proprietary Funds

The County's Airport Enterprise Fund is a proprietary fund. In the fund financial statements, proprietary funds are presented using the accrual basis of accounting. Revenues are recognized when they are earned and expenses are recognized when the related goods and services are delivered. In the fund financial statements, proprietary funds are presented using the economic resources measurement focus. This means that all assets and all liabilities (whether current or noncurrent) associated with their activity are included on their balance sheets. Proprietary fund type operating statements present increases (revenues) and decreases (expenses) in total net assets.

Proprietary fund operating revenues, such as charges for services, result from exchange transactions associated with the principal activity of the fund. Exchange transactions are those in which each party receives and gives up essentially equal values. Nonoperating revenues, such as subsidies, taxes, and investment earnings, result from nonexchange transactions or ancillary activities.

Amounts paid to acquire capital assets are capitalized as assets in the fund financial statements, rather than reported as an expenditure. Proceeds of long-term debt are recorded

as a liability in the fund financial statements, rather than as an other financing source. Amounts paid to reduce long-term indebtedness are reported as a reduction of the related liabilities, rather than as an expense.

C. Basis of Presentation

GASB Statement 34 sets forth minimum criteria (percentage of the assets, liabilities, revenues or expenditures/expenses of either fund category and the governmental and enterprise combined) for the determination of major funds. The County has used GASB 34 minimum criteria for major fund determination and has also electively disclosed funds which either had debt outstanding or specific community focus as major funds. The non-major funds are combined in a column in the fund financial statements and detailed in the combining section.

1. Governmental Major Funds:

General Fund - The General Fund is the general operating fund of the County. It is used to account for all financial resources, except those required to be accounted for in another fund.

Hospital Sales Tax Fund - The Hospital Sales Tax Fund accounts for revenues generated by the local option one cent Small County Surtax which is pledged as security for the Sales Tax Revenue Bonds Series 2005. Any excess revenue for the surtax is restricted for debt reduction or capital expenditures at the hospital facilities.

Municipal Services Taxing Unit Fund (Municipal Services) - The Municipal Services Fund accounts for fire control and other services which primarily benefit residents in the unincorporated area of the County. Financing is provided by ad valorem taxes levied in the unincorporated area as well as other revenues primarily attributable to the unincorporated area.

Road and Bridge Fund - The Road and Bridge Fund accounts for expenditures incurred for the maintenance and repairs of County roads. Financing is provided by local option fuel taxes and distributions of state shared fuel taxes.

Solid Waste Fund - The Solid Waste Fund accounts for expenditures related to the collection and disposal of solid waste within the unincorporated area of the County. Financing is substantially provided by non-ad valorem assessments levied on benefited property.

Sheriff Operating Fund - The Sheriff Operating Fund is the general operating fund of the Sheriff, a Constitutional Officer. It is used to account for all financial resources and expenditures of the Sheriff, except those required to be accounted for in another fund.

Tax Collector Operating Fund - The Tax Collector Operating Fund is the general operating fund of the Tax Collector. It is used to account for all financial resources and expenditures of the Tax Collector except those required to be accounted for in another fund.

Hospital Debt Service Fund - The Hospital Debt Service Fund accounts for the debt service activities associated with the Sales Tax Revenue Bonds Series 2005, which was issued to finance the construction of the hospital facility operated by Doctors Memorial Hospital, Inc.

Secondary Road Projects Fund - The Secondary Roads Projects Fund accounts for the expenditures of road and bridge construction. Financing is provided by collections of the 5th and 6th cent state shared gas taxes.

2. Proprietary Major Fund:

Airport Enterprise Fund - The Airport Enterprise Fund accounts for the revenues, expenses, assets and liabilities associated with the County operated aviation fuel sales at the County airport facility.

Non-current Governmental Assets/Liabilities:

GASB Statement 34 requires non-current governmental assets, such as land and buildings, and non-current governmental liabilities, such as general obligation bonds and capital leases, to be reported in the governmental activities column in the government-wide statement of net position.

D. Assets, Liabilities and Net position or Equity

1. Cash and Cash Equivalents

The County maintains a cash pool that is available for use by all funds. Earnings from the pooled cash are allocated to the respective funds based on applicable cash participation by each fund. The cash pool is managed such that all participating funds have the ability to deposit and withdraw cash as if they were demand deposit accounts. Therefore, all balances representing participants' equity in the cash pools are classified as cash and cash equivalents for financial statement purposes, including the statement of cash flows. In addition, longer-term investments are held by certain of the County's funds and are reported as investments on these statements. The County invests surplus public funds in accordance with Section 218.415 Florida Statutes.

2. Investments

Investments consist of participation in the Local Government Surplus Funds Trust Fund Investment Pool (Pool) and the Florida Local Government Investment Trust Fund (Trust) and local investments. Fair value of the Pool and the Trust are based on the fair value per share of the underlying portfolio. Due to its utilization as a daily cash investment account, a portion of the Pool balance in the General Fund is classified with the cash balance on the financial statements.

3. Receivables and Payables

Activity between funds that are representative of lending/borrowing arrangements outstanding at the end of the fiscal year are referred to as "due to/from other funds." Any residual balances outstanding between the governmental activities and business-type activities are reported in the government-wide financial statements as "internal balances."

All receivables are shown net of an allowance for doubtful accounts. Any receivables in excess of 180 days would comprise the trade accounts receivable allowance for doubtful accounts. At September 30, 2014, there was no allowance for doubtful accounts.

4. Inventories

Inventories are valued at cost, which approximates market, using the "first-in, first-out" method of accounting. Supplies inventories of certain governmental funds are recorded as expenditures when consumed rather than when purchased.

5. Restricted Assets

Certain net position of the County is classified as restricted assets on the statement of net position because their use is limited either by law through constitutional provisions or enabling legislation; or by restrictions imposed externally by creditors, grantors, contributions, or laws or regulations of other governments. In a fund with both restricted and unrestricted assets, qualified expenses are considered to be paid first from restricted net position and then from unrestricted net position.

6. Capital Assets

Capital assets, which include property, plant, equipment, and infrastructure assets (e.g., roads, bridges, right-of-ways, and similar items), are reported in the applicable governmental or business-type activities column in the government-wide financial statements. Capital assets are defined by the County as assets with an initial, individual cost of \$1,000 or more and an estimated useful life in excess of one year. Except for roads and bridges constructed prior to October 1, 1981, assets are recorded at historical cost. Roads and bridges constructed prior to October 1, 1981 are reported at estimated historical cost. Donated capital assets are recorded at estimated fair market value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend its useful life are not capitalized.

Major outlays for capital assets and improvements are capitalized as projects are constructed. Interest incurred during the construction phase of capital assets of business-type activities is included as part of the capitalized value of the assets constructed.

The Board of County Commissioners holds legal title to the capital assets used in the operations of the County, Clerk of the Circuit Court, Property Appraiser, Supervisor of Elections and Tax Collector, as is accountable for them under Florida Law.

The Sheriff is accountable for and thus maintains capital asset records pertaining only to equipment used in his operations. These assets have been combined with the Board's governmental activities capital assets in the statement of net position.

Property, plant, and equipment of the County, as well as component units, are depreciated using the straight-line method over the following estimated useful lives:

Assets	Years
Building and improvements	7 - 40
Machinery and equipment	5 - 20
Road and bridge infrastructure	40 - 50

7. Capitalization of Interest

Interest costs related to bond issues are capitalized during the construction period. These costs are netted against applicable interest earnings on construction fund investments. During the current year, the County did not have any capitalized interest.

8. Deferred Revenues

Deferred revenues reported in government-wide financial statements represent unearned revenues. The deferred revenues will be recognized as revenue in the fiscal year they are earned in accordance with the accrual basis of accounting. Deferred revenues reported in governmental fund financial statements represent unearned revenues or revenues which are measurable but not available and, in accordance with the modified accrual basis of accounting, are reported as deferred revenues.

9. Prepaid Items

Prepaid insurance and similar items are recorded using the consumption method of accounting. Under the consumption method, services paid for in advance are reported as an asset until the period in which the services are actually consumed.

10. Accrued Compensated Absences

The County accrues accumulated unpaid vacation and sick leave when earned by the employee. The current portion is the amount estimated to be used in the following year. The non-current portion is the amount estimated to be used in subsequent fiscal years. Both the current and non-current estimated accrued compensated absences amounts for governmental funds are maintained separately and represent a reconciling item between the fund and government-wide presentation.

11. Obligation for Bond Arbitrage Rebate

Pursuant to Section 148(f) of the U.S. Internal Revenue Code, the County must rebate to the United States Government the excess of interest earned from the investment of certain debt proceeds and pledged revenues over the yield rate of the applicable debt. The County uses the "revenue reduction" approach in accounting to rebatable arbitrage. This approach treats excess earnings as a reduction of revenue. The County has no arbitrage liability outstanding as of September 30, 2014.

12. Landfill Closure Costs

Under the terms of current state and federal regulations, the County was required to place a final cover on closed landfill areas, and to perform certain monitoring and maintenance functions for a period of twenty years after closure. The County recognizes these costs of post-closure maintenance annually. Required obligations for closure and post-closure costs are recognized in the Landfill Fund.

NOTE 2. RECONCILIATION OF GOVERNMENT-WIDE AND FUND FINANCIAL STATEMENTS

A. Explanation of Differences Between the Governmental Fund Balance Sheet and the Government-wide Statement of Net position.

"Total fund balances" of the County's governmental funds (\$24,521,602) differs from "net position" of governmental activities (\$105,319,227) reported in the statement of net position. This difference primarily results from the long-term economical focus of the statement of net position versus the current financial resources focus of the governmental fund balance sheet.

Capital related items

When capital assets (property, plant, equipment) that are to be used in governmental activities are purchased or constructed, the cost of these assets are reported as expenditures in governmental funds. However, the statement of net position included those capital assets among the assets of the County as a whole.

Cost of capital assets	\$157,318,046
Accumulated depreciation	(63,786,707)
Total	<u>\$ 93,531,339</u>

Long-term debt transactions

Long-term liabilities applicable to the County's governmental activities are not due and payable in the current period and accordingly are not reported as fund liabilities. All liabilities (both current and long-term) are reported in the statement of net position. Balances at September 30, 2014, were:

Sales Tax Revenue Bonds, Series 2005	\$11,805,000
Landfill closure/Long-term care	142,535
Capital leases and note payable	198,087
Compensated absences	<u>588,092</u>
Total	<u>\$12,733,714</u>

Elimination of interfund receivables/payable

Interfund receivables and payables in the amount of \$ 1,106,275 between governmental funds must be eliminated for the statement of net position.

TAYLOR COUNTY, FLORIDA

NOTE 2. RECONCILIATION OF GOVERNMENT-WIDE AND FUND FINANCIAL STATEMENTS

A. Explanation of Differences Between the Governmental Fund Balance Sheet and the Government-Wide Statement of Net Position

	Total Governmental Funds	Capital Related Items	Long-Term Debt Transactions	Reclassifications and Eliminations	Statement of Net Position
ASSETS					
Cash and cash equivalents	\$ 8,632,669	\$ -	\$ -	\$ -	\$ 8,632,669
Accounts receivable - net	76,657	-	-	-	76,657
Due from other funds	1,229,851	-	-	(1,106,275)	123,576
Due from other governmental units	1,967,748	-	-	-	1,967,748
Inventories	203,420	-	-	-	203,420
Investments	15,015,661	-	-	-	15,015,661
Prepaid expenses	592,393	-	-	-	592,393
Capital assets - net	-	93,531,339	-	-	93,531,339
Total assets	\$ 27,718,399	\$ 93,531,339	\$ -	\$ (1,106,275)	\$ 120,143,463
LIABILITIES AND FUND BALANCES					
Liabilities:					
Accounts payable	\$ 1,461,943	\$ -	\$ -	\$ -	\$ 1,461,943
Accrued wages	26,738	-	-	-	26,738
Accrued compensated absences	117,442	-	-	-	117,442
Due to other funds	1,106,275	-	-	(1,106,275)	-
Due to other governmental units	25,696	-	-	-	25,696
Deferred revenues	372,300	-	-	-	372,300
Other current liabilities	86,403	-	-	-	86,403
Accrued compensated absences	-	-	588,092	-	588,092
Landfill postclosure liability	-	-	142,535	-	142,535
Capital leases and notes payable	-	-	198,087	-	198,087
Revenue bonds payable	-	-	11,805,000	-	11,805,000
Total liabilities	3,196,797	-	12,733,714	(1,106,275)	14,824,236
Fund balances/net position	24,521,602	93,531,339	(12,733,714)	-	105,319,227
Total liabilities and fund balance/net position	\$ 27,718,399	\$ 93,531,339	\$ -	\$ (1,106,275)	\$ 120,143,463

B. Explanation of Differences Between Governmental Fund Operating Statement and the Statement of Activities

The "net change in fund balances" for governmental funds \$243,809 differs from the "change in net position" for governmental activities \$568,194 reported in the statement of activities. The differences arise primarily from the long-term economic focus of the statement of activities versus the current financial resources focus of the governmental funds. The effect of the differences is illustrated below.

Capital related items

When capital assets that are to be used in governmental activities are purchased or constructed, the resources expended for those assets are reported as expenditures in governmental funds. However, in the statement of activities, the costs of those assets is allocated over their estimated useful lives and reported as depreciation expense. As a result, fund balances decrease by the amount of financial resources expended, whereas net position decreases by the amount of depreciation expense charges for the year.

Capital outlay	\$ 6,514,276
Reclassifications	(103,148)
Depreciation expense	(6,787,721)
Donated fixed assets	5,201
Net loss on disposition of fixed assets	(16,729)
Difference	<u>\$ (388,121)</u>

Repayments of debt principal are reported as an expenditure in the governmental funds and, thus, have the effect of reducing fund balance because current financial resources have been used. However, the principal payments reduce the liabilities in the statement of net position and do not result in an expense in the statement of activities.

Principal payments made	<u>\$ 542,219</u>
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Some expenses reported in the statement of activities do not require the use of current financial resources, therefore, are not reported as expenditures in governmental funds.

Net change in compensated absences	<u>\$ 102,758</u>
Net change in landfill postclosure liability	<u>\$ 67,529</u>

Reclassification and Eliminations

Transfers in and transfers out in the amount of \$ 9,422,528 between governmental activities should be eliminated.

TAYLOR COUNTY, FLORIDA

NOTE 2. RECONCILIATION OF GOVERNMENT WIDE AND FUND FINANCIAL STATEMENTS

B. Explanation of Difference Between Government Fund Operating Statements and the Statement of Activities

	Total Governmental Funds	Capital Related Items	Long-term Debt Transactions	Compensated Absences	Accrued Interest	Landfill Postclosure Liability	Reclassifications and Eliminations	Statement of Activities
REVENUES								
Taxes	\$ 13,398,880	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,398,880
Licenses and permits	157,131	-	-	-	-	-	-	157,131
Intergovernmental	9,062,088	-	-	-	-	-	-	9,062,088
Charges for services	1,739,672	-	-	-	-	-	-	1,739,672
Fines and forfeitures	235,587	-	-	-	-	-	-	235,587
Special assessments	1,220,233	-	-	-	-	-	-	1,220,233
Interest	19,844	-	-	-	-	-	-	19,844
Miscellaneous	286,940	5,201	-	-	-	-	-	292,141
Total revenues	26,120,175	5,201	-	-	-	-	-	26,125,376
EXPENDITURES								
Current Expenditures								
General government	4,277,015	228,032	-	(10,851)	-	-	-	4,494,198
Public safety	7,634,525	389,989	-	26,746	-	-	-	8,051,270
Physical environment	1,562,024	190,009	-	(115,316)	-	(67,529)	-	1,489,188
Transportation	2,133,984	5,082,594	-	(3,337)	-	-	-	7,193,241
Economic environment	727,298	-	-	-	-	-	-	727,298
Human services	641,327	741,689	-	-	-	-	-	1,383,016
Culture/recreation	590,494	310,595	-	-	-	-	-	901,089
Court related	708,841	9,225	-	-	-	-	-	718,066
Capital outlay								
General government	321,088	(321,088)	-	-	-	-	-	-
Public safety	697,996	(697,996)	-	-	-	-	-	-
Physical environment	345,138	(345,138)	-	-	-	-	-	-
Transportation	4,655,614	(4,655,614)	-	-	-	-	-	-
Economic environment	-	-	-	-	-	-	-	-
Culture/recreation	457,260	(457,260)	-	-	-	-	-	-
Court related	32,000	(32,000)	-	-	-	-	-	-
Debt Service								
Principal	542,219	-	(542,219)	-	-	-	-	-
Interest	552,105	-	-	-	-	-	-	552,105
Total expenditures	25,878,929	343,047	(542,219)	(102,758)	-	(67,529)	-	25,589,470
Excess of revenues over (under) expenditures	241,246	(337,846)	542,219	102,758	-	67,529	-	616,906
OTHER FINANCING SOURCES (USES)								
Transfers in	9,425,091	-	-	-	-	-	(9,422,828)	2,563
Transfers out	(9,422,528)	(50,275)	-	-	-	-	9,422,528	(50,278)
Total other financing sources (uses)	2,563	(50,275)	-	-	-	-	-	(47,712)
Net change in fund balance	243,809	(388,121)	542,219	102,758	-	67,529	-	568,194
Fund balances at beginning of year	24,277,793	93,919,460	(12,545,366)	(690,850)	-	(210,064)	-	104,781,033
Fund balances at end of year	\$ 24,521,602	\$ 93,531,339	\$ (12,003,087)	\$ (588,082)	\$ -	\$ (142,535)	\$ -	\$ 105,319,227

NOTE 3. STEWARDSHIP, COMPLIANCE, AND ACCOUNTABILITY

Budgets and Budgetary Accounting

The County uses the following procedures in establishing the budgetary data reflected in the financial statements.

1. Prior to July 15, the Clerk of the Circuit Court serving as Budget Officer submits to the Board of County Commissioners a tentative budget for the fiscal year commencing October 1.
2. Public hearings are conducted by the Board of County Commissioners to obtain taxpayer comments.
3. Prior to September 30, the budget is legally enacted through passage of a resolution by the Board of County Commissioners.
4. The Board of County Commissioners is authorized to amend fixed appropriations by motion to the extent that appropriations do not exceed the total approved budget of the fund; or appropriate for the special purpose intended, reserves or unanticipated receipts. Appropriations lapse at year end. No supplemental appropriations were necessary during the year. Various such amendments were made during the year.
5. Formal budgetary integration is employed as a management control device in all governmental funds.
6. Governmental fund budgets are initially adopted on the modified accrual basis. The legally amended budgetary data presented in the accompanying financial statements for the fiscal year ending September 30, 2014, are shown on this basis of accounting. Therefore, the actual and budgetary data are on a comparable basis. The Enterprise Fund budget is adopted on the accrual basis.
7. Legal control of the budget is exercised pursuant to applicable provisions of *Florida Statutes*.
8. Appropriations for the County lapse at the close of the fiscal year.
9. The following is a comparison of the appropriations to total expenses for the proprietary fund for the fiscal year ended September 30, 2014.

	<u>Appropriations</u>	<u>Expenses</u>	<u>Variance Positive</u>
Primary Government			
Enterprise Funds:			
Airport Enterprise	<u>\$ 402,750</u>	<u>\$ 227,319</u>	<u>\$ 175,431</u>

NOTE 4. CASH AND CASH EQUIVALENTS

The County maintains a cash pool that is available for use by all funds except those whose cash and investments must be segregated due to bond covenants or other legal restrictions.

A. Deposits

At September 30, 2014, the carrying amount of the County's bank deposits was \$7,487,334. All deposits with financial institutions were 100% insured by federal depository insurance or by collateral provided by qualified public depositories to the State Treasurer pursuant to the Public Depository Security Act of the State of Florida. The Act established a Trust Fund, maintained by the State Treasurer, which is a multiple financial institution pool with the ability to assess its member financial institutions for collateral shortfalls if a member fails.

B. Investments

Florida Statutes, and various bond covenants authorize investments in certificates of deposit, money market accounts, savings accounts, repurchase agreements, the Local Government Surplus Funds Trust Fund, obligations by the Florida State Board of Administration, Florida Local Government Investment Trust Fund, obligations of the U.S. Government, obligations of government agencies unconditionally guaranteed by the U.S. Government, obligations of the Federal Home Loan Mortgage Corporation, including Federal Home Mortgage Corporation participation certificates, obligations of the Federal Home Loan Bank, obligations of the Government National Mortgage Association, obligations of the Federal National Mortgage Association and Securities of any management type investment company or investment trust registered under the Investment Company Act of 1940, 15 U.S.C. ss. 80a-1 et seq., provided the portfolio is limited to U.S. Government obligations and to repurchase agreements fully collateralized by U.S. Government obligations. The Board invested in only these types of instruments during the fiscal year.

In accordance with generally accepted accounting principles, the County's investments are categorized in the following schedule to give an indication of the level of custodial credit risk assumed at year end. Category 1 includes investments that are insured or registered, or for which the securities are held by the County or its agent in the County's name. Investments in the Local Government Surplus Funds Trust Fund, the Florida Local Government Investment Trust Fund, money market accounts and guaranteed investment contracts are not categorized since the investments are not evidenced by securities that exist in physical or book entry form.

Investments consist of amounts placed with the State Board of Administration for participation in the Local Government Surplus Funds Trust Fund and the Fund B Surplus Fund Trust Fund investment pools created by Sections 218.405, *Florida Statutes*, the Florida Local Government Trust Fund, and those made locally. On December 4, 2007, the State Board of Administration restructured the Local Government Surplus Funds Trust Fund (Pool) to also establish the Fund B Surplus Funds Trust Fund. The local investments operate under the guidelines established by Section 218.415, *Florida Statutes*. The County's investments in the Pool, which the State Board of Administration indicates is a Securities and Exchange Commission Rule 2a7-like external investment pool, as of September 30, 2014, are similar to money market funds in which shares are reported at fair value, which is amortized cost.

The County's investments in the Fund B. Surplus Funds Trust Fund, are accounted for as a fluctuating net asset value pool, with a fair value factor of 1.84438408 at September 30, 2014. The Fund B is not subject to participant withdrawal requests. Distributions from Fund B, as determined by the State Board of Administration, are effected by transferring eligible cash or securities to the Local Government Surplus Funds Trust Fund, consistent with the pro rata allocation of Pool Shareholders of record at the creation of Fund B. One hundred percent of such distributions from Fund B are available as a liquid balance within the Local Government Surplus Funds Trust Fund.

The Florida Local Government Investment Trust Fund (Trust) is a professionally managed fund available only to public entities in Florida. The investment policy of the trust restricts investments to direct obligations of or securities fully guaranteed by the United States; obligations of certain federal agencies, including collateralized mortgage obligations; repurchase agreements; corporate bonds; and commercial paper. As of September 30, 2014, the Trust had investments, at fair value, of approximately \$ 714.6 million. Of the total investments in the Trust, 15.9% was invested in asset backed securities, 52.2% was invested in federal Treasury and agency securities, 26.7% was invested in Corporate securities and 35% was invested in government related securities. The Florida Trust Day to Day Fund (the Fund) is a money market fund of the Florida Local Government Investment Trust. As of September 30, 2014, the fund had investments of \$572.8 million of which 25.1% were in repurchase agreements and 12.5% were in government related securities and 31.15% were in corporate securities.

Schedule of Investments at September 30, 2014

Investment	Maturities	Fair Value/ Carrying Amount
State Board of Administration Local Government		
Local Government Surplus Trust Fund Florida PRIME	39 Day Average	\$ 5,992,584
Florida Local Government Investment Pool	1.53 Year Average	505,043
Florida Local Government Day to Day Fund	57 Day Average	8,629,030
Total investments		<u>\$ 15,126,657</u>

Interest Rate Risk

- Section 218.415(17), *Florida Statutes*, limits investment maturities to provide sufficient liquidity to pay obligations as they come due.
- The maturity of the State Board of Administration Local Government Investment Pool is based on the weighted average of days to maturity (WAM). A portfolio's WAM reflects the average maturity in days based on final maturity or reset date, in the case of floating rate instruments. WAM measures the sensitivity of the portfolio to interest rate changes. The maturity of the State Board of Administration Fund B Surplus Funds Trust Fund is based on the weighted average life (WAL). A portfolio's WAL is the dollar weighted average length of time until securities held reach maturity. WAL is based on legal final maturity dates as of September 30, 2014.

Credit Risk

- Section 218.415(17), *Florida Statutes*, limits investments to the State Board of Administration Local Government Surplus Funds Trust Fund Investment Pool, or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act as provided in Section 163.01, *Florida Statutes*; Securities and Exchange Commission (SEC) registered money market funds with the highest credit quality rating from a nationally recognized rating agency, interest-bearing time deposits in qualified public depositories, as defined in Section 280.02, *Florida Statutes*, and direct obligations to the United States Treasury. The County's investment policy limits investments to these types of securities.
- As of September 30, 2014, the County's investment in the Local Government Surplus Trust Fund Florida PRIME is rated AAAm by Standard & Poors. The Fund B Surplus Trust Fund is unrated. The Florida Local Government Investment Trust Fund is rated AA Af.
- The County's investments in Certificates of Deposit and money market funds are in qualified public depositories.

Custodial Credit Risk

- Section 218.415(18), *Florida Statutes*, requires the County to earmark all investments and 1) if registered with the issuer or its agents, the investment must be immediately placed for safekeeping in a location that protects the governing body's interest in the security; 2) if in book entry form, the investment must be held for the credit of the governing body by a depository chartered by the Federal Government, the State, or any other state or territory of the United States which has a branch or principal place of business in this State, or by a national association organized and existing under the laws of the United States which is authorized to accept and execute trusts and which is doing business in this State, and must be kept by the depository in an account separate and apart from the assets of the financial institution; or 3) if physically issued to the holder but not registered with the issuer or its agents, must be immediately placed for safekeeping in a secured vault. All County investments complied with this provision of law.

There were no legal or contractual provisions regarding deposits and investments at year end, except as described in Note 12.

NOTE 5. PROPERTY TAX REVENUES

Taxable values for all property are established as of January 1, which is the date of lien, for the fiscal year starting October 1. Property tax revenues recognized for the 2013-2014 fiscal year were levied in October 2013. All taxes are due and payable on November 1 or as soon as the assessment roll is certified and delivered to the Tax Collector. Discounts are allowed for early payment at the rate of 4% in November, 3% in December, 2% in January, and 1% in February. Taxes paid in March are without discount. All unpaid taxes become delinquent as of April 1. Virtually all unpaid taxes are collected via the sale of tax certificates on or prior to June 1; therefore, there were no material taxes receivable at fiscal year end.

NOTE 6. CAPITAL ASSETS

Capital asset activity for the year ended September 30, 2014, was as follows:

Primary Government

	Beginning Balance	Additions	Reclassifications Deletions	Ending Balance
Governmental Activities				
Capital assets				
Land and improvements	\$ 22,435,142	\$ 439,455	\$ 20,186	\$ 22,894,782
Construction in progress	1,780,488	135,462	(528,846)	1,387,294
Infrastructure	82,628,431	4,470,067	508,480	87,607,978
Buildings	27,628,367	216,206	-	27,844,572
Equipment	14,301,302	1,065,947	(202,699)	16,164,380
Sheriff equipment	2,341,863	187,150	(110,033)	2,419,070
Total capital assets	151,116,683	6,614,276	(312,913)	167,318,046
Less accumulated depreciation				
Board of County Commissioners	(55,550,913)	(6,838,426)	104,933	(62,084,406)
Sheriff	(1,646,310)	(149,286)	93,304	(1,702,301)
Total accumulated depreciation	(57,197,223)	(6,787,721)	198,237	(63,786,707)
Governmental activities capital assets, net	\$ 93,919,460	\$ (273,445)	\$ (114,676)	\$ 93,531,339
Business type activities:				
Equipment	\$ 73,709	\$ 50,275	\$ -	\$ 123,984
Less accumulated depreciation	(62,246)	(127)	-	(62,373)
Business activities capital assets, net	\$ 11,463	\$ 50,148	\$ -	\$ 61,611

Depreciation expense was charged to functions/programs of the County as follows:

Governmental activities:		
General Government	\$	163,608
Public Safety		390,000
Physical Environment		110,009
Transportation		5,062,594
Human Services		741,689
Culture/Recreation		310,596
Court-related and other		9,225
Total depreciation expense-governmental activities	\$	<u>6,787,721</u>
Business-type activities:		
Airport Enterprise	\$	127
Total depreciation expense-business-type activities	\$	<u>127</u>

NOTE 7. INTERFUND RECEIVABLES/PAYABLES

Balances at September 30, 2014, were:

FUND	Interfund Receivables	Interfund Payables
General	\$ 753,717	\$ 158,332
Local Housing Assistance	213,149	-
Municipal Services Taxing Unit	106	37,689
Road and Bridge	158,213	13,072
Small County Outreach Project	-	105,836
Small County Road Assistance Project	-	107,313
Clerk Court	13,424	-
Clerk Information Technology	84,502	-
Clerk Board of County Commissioners	5,989	84,338
Clerk Public Records Modernization Trust	595	-
Clerk Teen Court	156	-
Clerk Trust	-	110,573
Property Appraiser Operating	-	41,009
Property Appraiser Trust	-	1
Sheriff Operating	-	550,768
Sheriff Individual Depositor's Trust	-	2,210
Supervisor Operating	-	7,918
Tax Collector Tag	-	10,792
Total	<u>\$ 1,229,851</u>	<u>\$ 1,229,851</u>

All balances are anticipated to be liquidated within the next fiscal year.

NOTE 8. INTERFUND TRANSFERS

Interfund transfers for the year ended September 30, 2014, consisted of the following:

Transfers from General Fund to:	
Municipal Services Taxing Unit Fund	\$ 95,992
Road and Bridge Fund	262,017
Clerk Operating Fund	703,821
Property Appraiser Operating Fund	623,197
Sheriff Operating Fund	5,407,211
Sheriff Special Law Enforcement Trust Fund	22,423
Supervisor Operating Fund	353,264
Tax Collector Operating Fund	29,400
Transfers from Secondary Road Project to:	
Road and Bridge Fund	634,549
Transfers from Municipal Services Taxing Unit Fund to:	
General Fund	37,889
Solid Waste Fund	8,680
Tax Collector Operating Fund	21,208
Transfers from Hospital Sales Tax Revenue Fund to:	
Hospital Debt Service	1,048,994
Transfers from Local Housing Assistance Fund 2007 to:	
Local Housing Assistance Fund 2009	71,084
Transfers from Local Housing Assistance Fund 2008 to:	
Local Housing Assistance Fund 2013	9,319
Transfers from Local Housing Assistance Fund 2010 to:	
Local Housing Assistance Fund 2013	5,581
Transfers from Solid Waste Fund to :	
Tax Collector Operating Fund	86,749
Transfer from MSBU to :	
Tax Collector Operating Fund	1,350
Total governmental fund transfers	9,422,528
Transfer from Airport Enterprise to:	
Airport Special Revenue Fund	2,563
Total transfers	<u>\$ 9,425,091</u>

Transfers are used to 1) move revenues from the fund that state law requires to collect them to the fund that state law requires to expend them, 2) provide matching funds for grants, and 3) use unrestricted general fund revenues to finance transportation activities which must be accounted for in another fund.

NOTE 9. RECEIVABLE AND PAYABLE BALANCES

Receivables

Receivables at September 30, 2014, were as follows:

	Accounts Receivable	Due from Other Governments	Total Receivables
Governmental Activities:			
General	\$ 2,300	\$ 344,097	\$ 346,397
Hospital Sales Tax	-	257,453	257,453
Municipal Services	-	31,229	31,229
Road and Bridge	-	141,704	141,704
Solid Waste	1,198	10,362	11,560
Secondary Road Projects	-	83,063	83,063
Sheriff Operating	38,616	-	38,616
Other governmental	34,543	1,099,840	1,134,383
Total governmental activities	\$ 76,657	\$ 1,967,748	\$ 2,044,405
Business-type Activities:			
Airport Enterprise	\$ -	\$ -	\$ -
Total business-type activities	\$ 76,657	\$ 1,967,748	\$ 2,044,405

Payables

Payables at September 30, 2014, were as follows:

	Vendors	Accrued Wages and Benefits	Total
Governmental Activities:			
General	\$ 214,854	\$ 33,513	\$ 248,367
Municipal Services	11,444	38,068	49,512
Road and Bridge	63,428	56,559	119,987
Secondary Road Projects	26,975	-	26,975
Solid Waste	39,445	15,467	54,912
Sheriff Operating	51,945	-	51,945
Other governmental	1,053,852	573	1,054,425
Total governmental activities	\$ 1,461,943	\$ 144,180	\$ 1,606,123
Business-type Activities:			
Airport Enterprise	\$ 18,791	\$ 93	\$ 18,884
Total business-type activities	\$ 18,791	\$ 93	\$ 18,884

NOTE 10. CAPITAL LEASES

A. Capital Lease Musco Finance

The Board entered into a lease with Musco Finance, LLC. on December 22, 2008. The lease in the amount of \$529,200 was used to finance a light structure green system. The lease is being paid over four years at an interest rate of 4.73%. This lease was paid off in the current year.

B. . Capital Lease Musco Finance

The Board entered into a lease with Musco Finance,LLC. On October 21, 2013. The lease in the amount of \$264,087 was used to finance a light structure system. The lease is being paid over four years at an interest rate of 3.95%. The following is a schedule of the future minimum lease payments under this capital lease:

Year Ending September 30	
2015	\$ 71,411
2016	71,411
2017	71,411
Total minimum lease payments	214,233
Less: amount representing interest	(16,146)
Total minimum lease payments	<u>\$ 198,087</u>

NOTE 11. LONG-TERM LIABILITIES**A. Governmental Activities****Sales Tax Revenue Bonds Series 2005**

On November 15, 1999, the County adopted Ordinance 99-11, levying the Small County Surtax approved by the Special Referendum for a period of thirty (30) years, beginning January 1, 2000.

Pursuant to the resolutions adopted by the County of County Commissioners, on March 21, 2000 and June 19, 2000, Taylor County issued Series 2000 Bonds in the amount of \$17,205,000 to provide funds to (1) acquire, construct and equip a hospital facility located in the County; (2) fund the special subaccount in the Reserve Account created for the benefit of the Series 2000 Bonds in an amount equal to the Reserve Account Requirement on the Series 2000 Bonds, and (3) pay certain costs and expenses of issuing and delivering the Series 2000 Bonds, including the municipal bond insurance premium.

The Series 2000 Bonds and the interest thereon are payable solely from and secured by a pledge of (1) the proceeds derived by the County from the levy and collection of a one-cent discretionary small county sales surtax pursuant to Chapter 212, *Florida Statutes*, and (2) until applied in accordance with the provisions of the Resolution, all moneys, including investments thereof, in certain funds and accounts created pursuant to the Resolution.

The Series 2000 Bonds shall not be or constitute general obligations or indebtedness of the County or the State of Florida or any political subdivision thereof within the meaning of the Constitution of the State, but shall be payable solely from and secured by a lien upon and a pledge of the Pledged Funds. No registered owner shall ever have the right to compel the exercise of the ad valorem taxing power of the County or taxation in any form on any property to pay the principal of or interest on the Series 2000 Bonds, nor shall such registered owner be

entitled to payment of such principal and interest from any other funds of the County except the Pledged Funds.

On May 5, 2005, the County advance refunded these bonds with an equivalent refunding. The County issued \$15,760,000 in revenue refunding bonds to provide resources to purchase U.S. government securities that were placed in an irrevocable trust for the purpose of generating resources for all future debt service payments of the refunded debt. As a result, the refunded bonds are considered to be defeased and the liability has been removed from the statement of net position. This advance refunding was undertaken to reduce total debt service payments over the next 25 years by \$4.37 million and to obtain an economic gain (difference between the present value of the debt service payments of the refunded bonds) of approximately \$2.82 million.

The refinanced bonds carry the same pledge and substantially the same provisions as the Series 2000 refunded bonds described above.

The scheduled payment of the principal and interest on the Series 2005 Bonds, are as follows:

<u>Year Ending September 30</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2015	\$ 520,000	\$ 528,994	\$ 1,048,994
2016	535,000	506,925	1,041,925
2017	560,000	484,525	1,044,525
2018	585,000	461,125	1,046,125
2019-2023	3,340,000	1,820,875	5,160,875
2024-2028	4,270,000	864,000	5,134,000
2029	1,995,000	45,900	2,040,900
Total	<u>\$11,805,000</u>	<u>\$ 4,712,344</u>	<u>\$16,517,344</u>

B. Changes In Long-term Liabilities

Long-term liability activity for the year ended September 30, 2014, was as follows:

	Balance at 10-01-13	Additions	Deletions	Balance at 09-30-14	Due Within One Year
Governmental Activities:					
Sales Tax Revenue Bonds Series 2006					
\$5.76 million bonds payable, due in semi-annual installments ranging from \$405,000 due October 2006 to \$1,020,000 due October 2029; payments are scheduled as interest payments in April and October at 3.0% in 2006 to 4.5% in 2029, collateralized by pledging Small County Surtax (Sales Tax) Revenues.					
	\$ 12,300,000	\$ -	\$ 485,000	\$ 11,805,000	\$ 520,000
Capital Lease - Musco Finance	47,219	-	47,219	-	-
Capital Lease - Musco Finance	198,087	-	-	198,087	71,411
Other Liabilities -					
Landfill Closure Long-Term Care determined under GASB, Post Closure \$71,268 for 2 remaining years, estimate per Jones Edmunds and Associates, Inc.					
	210,084	-	67,529	142,555	71,268
Compensated absences payable	690,650	-	102,756	588,092	-
	<u>\$ 13,446,220</u>	<u>\$ -</u>	<u>\$ 712,506</u>	<u>\$ 12,733,714</u>	<u>\$ 662,679</u>

NOTE 12. PROVISIONS FOR CLOSURE COSTS

The Board closed the Taylor County Landfill on April 1, 1996.

The Taylor County Board of County Commissioners has established two interest bearing accounts with the State Board of Administration (SBA), agency account number 281096, and the Florida Local Government Investment Trust (FLGIT) account number 5900879. The beneficiaries of these accounts are (1) Taylor County Board of County Commissioners and (2) Secretary, Florida Department of Environmental Protection. The trustee of these accounts is the Taylor County Clerk of the Circuit Court.

Balances 9/30/13	Receipts	Disbursements	Balances 9/30/14
<u>\$ 505,404</u>	<u>\$ 3,069</u>	<u>\$ -</u>	<u>\$ 508,473</u>

These accounts are accumulative accounts maintained for the sole purpose of long-term care of the Taylor County Landfill according to Rule 62-701.630(5)(d), FAC. The total amount of money kept on deposit is to be determined by a Registered Professional Engineer with the State of Florida and approved by the Department of Environmental Protection.

Pursuant to an agreement dated August 4, 1997, between the County and the Department of Environmental Protection, the County must demonstrate financial assurance for the Taylor County Landfill Closure. Under Rule 62-701-630, Florida Administrative Code (FAC) the above information is required regarding the transactions for the fiscal year in the landfill escrow accounts.

Aucilla Area Solid Waste Administration (AASWA) collects a per ton surcharge of waste generated from Taylor County in accordance with a request from the Taylor County Board of County Commissioners. This surcharge revenue finances the long-term care costs of the Taylor County Landfill. The County is required to monitor the landfill for 20 years after closure. The surcharge revenue has exceeded the annual cost of maintenance as projected by the engineers. The excess revenue is reserved for future costs associated with the landfill.

NOTE 13. DEFINED BENEFIT PENSION PLAN

A. Florida Retirement System

Plan Description - The County employees participate in the Florida Retirement System (FRS), a cost-sharing multiple-employer public employee retirement system, administered by the Florida Department of Administration. Effective July 1, 2011, employees are required to contribute 3% of their gross wages. Currently, as of July 1, 2014, regular class employees who retire at or after age 65 with 8 years of creditable service are entitled to a retirement benefit. Criteria determining the amount earned are equal to the product of 1) average monthly compensation of the highest five years of creditable service; 2) creditable service and 3) the appropriate benefit percentage. Prior to July 1, 2011, FRS provided for vesting of benefits after six years of creditable service. For employees who enrolled prior to July, 1, 2011, normal retirement benefits are available to employees who retire at or after age 62 with six or more years of service. Early retirement is available after six years of service with a five percent reduction in benefits for each year prior to the normal retirement age. Retirement benefits are based on age, average compensation, and years-of-service credit where average compensation is computed as the average of an individual's five highest years of earnings.

The FRS funding policy provides for monthly employer contributions at actuarially determined rates that, expressed as percentages of annual covered payroll, are adequate to accumulate sufficient assets to pay benefits when due. Level percentage of payroll employer contribution rates, established by state law, is determined using the entry-age actuarial funding method.

Future plan benefit changes, assumption changes, and methodology changes are amortized within 30 years, using level dollar amounts. Except for gains reserved for rate stabilization, future actuarial gains and losses are amortized on a rolling 10% basis, as a level dollar amount.

Employees may also participate in the FRS defined-contribution plan. Employees who participate in the defined-contribution plan (the Investment Plan) become fully vested in their account after one year of credited service. Benefits are payable only upon termination of employment, death or disability and are based on the total value of the participant's account at the distribution date. A participant's account receives annual contributions from the employee (3%), the employer at various rates depending on class, and investment earnings on the account's investments.

Florida Statutes Chapter 121, as may be amended from time to time by the state legislature, determines contribution rates for the various membership classes of the FRS. The FRS issues

a publicly available financial report that includes financial statements, ten-year historical trend information and other required supplementary information. That report may be obtained by writing to the Department of Administration, Division of Retirement, Cedars Executive Center, Building C, 2639 North Monroe Street, Tallahassee, Florida 32399-1560.

Funding Policy - The FRS has the following classes of membership applicable to the County with descriptions and contribution rates in effect during the period ended September 30, 2014, as follows (contribution rates are in agreement with the actuarially determined rates):

	Rates Beginning 07/01/2013	Rates Beginning 07/01/2014
<u>Regular Class</u> - Members not qualifying for other classes	6.95%	7.37%
<u>Senior Management Service Class</u> - Members of senior management who do not elect the optional annuity management system.	18.31%	21.14%
<u>Special Risk Class</u> - Members employed as law enforcement officers, firefighters, or correctional officers and meet the criteria set to qualify for this class.	19.06%	19.82%
<u>Elected County Officer's Class</u> - Certain elected county officials.	33.03%	43.24%
<u>Deferred Retirement Option Program</u> - Members who are eligible for normal retirement that have elected to participate in the deferred retirement option program.	12.84%	12.28%

Contributions to the FRS for the fiscal year ended September 30, 2014, were equal to 13.89% of the annual covered payroll. Contributions to the FRS for the fiscal years ended September 30, 2012, 2013, and 2014, were \$646,227, \$770,737 and \$1,079,003 respectively, which are equal to 100% of the required contribution for each year.

NOTE 14. FUND BALANCES GOVERNMENTAL FUNDS

As of September 30, 2014, fund balances of the governmental funds are classified as follows:

Nonspendable – amounts that cannot be spent either because they are in nonspendable form or because they are legally or contractually required to be maintained intact.

Restricted – amounts that can be spent only for specific purposes because of constitutional provisions, charter requirements or enabling legislation or because of constraints that are externally imposed by creditors, grantors, contributors, or the laws or regulations of other governments.

Committed – amounts that can be used only for specific purposes determined by a formal action of the Board of County Commissioners(BCC). The BCC is the highest level of decision making authority for the County. Commitments may be established, modified, or rescinded only through resolutions approved by the BCC.

Assigned – amounts that do not meet the criteria to be classified as restricted or committed, but that are intended to be used for specific purposes. Under current practices, the assignment of amounts for specific purposes is approved by the Board of County Commissioners.

Unassigned – all other spendable amounts.

When an expenditure is incurred for purposes for which both restricted and unrestricted fund balance is available, the County considers restricted funds to have been spent first. When an expenditure is incurred for which committed, assigned, or unassigned fund balances are available, the County considers amounts to have been spent first out of committed funds, then assigned funds, and finally unassigned funds, as needed, unless the Board has provided otherwise in its commitment or assignment actions. The County does not have a formal fund balance policy.

General Fund:	Restricted	Assigned
State Aid to Libraries Reserve	\$ 18,167	\$ -
Mosquito Control Reserve	461	-
Emergency 911 Reserve	51,689	-
Sheriff's Designated Reserves	361,657	-
Traffic Surcharge Reserve	25,537	-
Court Related Reserves	-	229,075
Heritage Pavilion	-	11,726
Divorce Parent Education Reserve	-	-
Childhood Development Services Reserve	1,241	-
Tax Deed Excess Bid Reserve	147,677	-
911 Wireless Supplemental	220,068	-
911 Wireless /State	21,497	-
Sports Complex Donations Reserve	-	11,794
Sports Complex	-	90,233
Boat Ramp Reserve	-	111,707
Jail Maintenance Fund	-	122,755
Traffic and SHIP Education	48,933	-
Total	\$ 896,927	\$ 577,290
Special Revenue Funds:		
Solid Waste Fund	\$ -	\$ 547,958
Municipal Services Taxing Unit	-	1,315,422
Road and Bridge Fund - Transportation	1,021,874	-
Landfill Fund	-	-
Landfill postclosure reserve	465,644	-
Hospital Sales Tax Fund	-	-
Hospital related debt service and capital expenditures	-	6,620,739
Local Housing Assistance Fund	258,911	-
Total	\$ 1,746,429	\$ 8,484,119
Debt Service Fund:		
Sales Tax Revenue Bonds	\$ -	\$ 238,173
Capital Projects Funds:		
Road projects	\$ 848,192	\$ -
Other Governmental Funds:		
	\$ 844,713	\$ 1,186,113
Total	\$ 4,336,261	\$ 10,485,695

NOTE 15. CONTINGENT LIABILITIES

Grants - Amounts received or receivable from grantor agencies are subject to audit and adjustment by grantor agencies, principally the state and federal government. Any disallowed claims, including amounts already collected, may constitute a liability of the applicable funds. The amount, if any, of expenditures which may be disallowed by the grantor cannot be determined at this time although the County expects such amounts, if any, to be immaterial.

Litigation - The County is defendant in various pending or threatened litigation. Although the outcome of these lawsuits is not presently determinable, in the opinion of the County Attorney, the resolution of these matters will not have a material adverse effect on the financial condition of the County.

NOTE 16. USE OF ESTIMATES

The preparation of financial statements in conformity with GAAP requires management to make use of estimates that affect reported amounts in the financial statements. Actual results could differ from estimates.

NOTE 17. RISK MANAGEMENT

The County participates in various public entity risk pools for certain of its insurance coverages. Under these insurance risk pools, the County's entity risk pool pays annual premiums to the pools for its insurance coverages. The agreements for formation of the pools provide that the pools will be self-sustaining through member premiums and will reinsure through commercial companies for claims in excess of specific amounts.

The County continues to carry commercial insurance for other risks of loss. Settled claims resulting from these risks have not exceeded commercial insurance coverage in any of the past three fiscal years.

Certain of the pooling agreements allow for the pools to make additional assessments to make the pools self-sustaining. It is not possible to estimate the amount of such additional assessments, which might have to be paid by the County.

NOTE 18. CONSTRUCTION COMMITMENTS

During the year, the County had in progress several construction projects including road improvements and facilities renovations. At year end, the significant portion of these related construction commitments were completed and existing funds had been earmarked for any incomplete projects.

NOTE 19. JOINT VENTURES - AUCILLA AREA SOLID WASTE ADMINISTRATION

The Aucilla Area Solid Waste Administration is a separate entity created by an interlocal agreement between the following counties in Florida:

<u>County</u>	<u>Share</u>
Dixie	17.1%
Jefferson	21.8%
Madison	29.2%
Taylor	31.9%

The shares for the counties were based on their respective population and solid waste management use. The governing board for this entity is made up of one representative from each County. Each County Commission appoints one of its members as its representative to the Board of Aucilla Area Solid Waste Administration. The Board is responsible for oversight and administration of this entity. The joint venture started solid waste disposal operations in December 1992.

The County's share in Aucilla Area Solid Waste Administration's assets, liabilities and equity as of September 30, 2014, is as follows:

Assets	\$ 6,055,560
Liabilities	<u>1,911,570</u>
Fund Balance	<u>\$ 4,143,990</u>

During the fiscal year, the County paid dumping fees of \$ 281,916 to Aucilla Area Solid Waste Administration and as of September 30, 2014, owed the landfill \$ 23,160. Financial information including separately issued financial statements concerning this joint venture can be obtained from the Aucilla Area Solid Waste Administration.

In order to equalize transportation costs in transporting waste to the Aucilla Area Solid Waste Administration landfill, participating counties agreed to reimburse Dixie County for its additional mileage. The interlocal agreement provides that Dixie County will be compensated from the time the landfill opened. The County's share of the reimbursement cost, according to the agreement, is not to exceed \$44,000 per year. These transportation costs are paid with landfill surcharge fees paid by the County residents and are reflected as a liability on the accompanying financial statements.

NOTE 20. OTHER POST-EMPLOYMENT BENEFITS PLAN (OPEB)

The County is legally required to include any retirees for whom it provides health insurance coverage in the same insurance pool as its active employees, whether the premiums are paid by the County or the retiree. Participating retirees are considered to receive a secondary benefit known as an "implicit rate subsidy." This benefit relates to the assumption that the retiree is receiving a more favorable premium rate than they would otherwise be able to obtain if purchasing insurance on their own, due to being included in the same pool with the county younger and statistically healthier active employees. GASB Statement 45 requires governments to report this cost and related liability in its financial statements.

Due to the fact that no retirees participated in the plan during the year and that it is anticipated that this situation will continue in the future because most employees work until they are eligible for Medicare benefits, management had determined that the County's OPEB obligation at year

end would be of a de minimis amount. Management will monitor this situation in the future and take appropriate steps to properly comply with this GASB Statement.

NOTE 21. STATE LOCAL HOUSING ASSISTANCE PROGRAM

The following schedule is a statement of SHIP Fund revenues and expenditures by program year.

TAYLOR COUNTY, FLORIDA
COMBINING STATEMENT OF SHIP FUNDS BY PROGRAM YEAR
For the Fiscal Year Ended September 30, 2014

SHIP Program Year Ended

	2007	2008	2009	2010	2012	2013	2014	2015	Total
REVENUES									
Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Intergovernmental revenue	-	-	-	-	3	-	-	-	3
Charges for services	-	-	-	-	-	-	-	-	-
Fines and forfeitures	-	-	-	-	-	-	-	-	-
Miscellaneous	-	-	-	-	-	-	-	-	-
Special assessments	-	-	-	-	-	-	-	-	-
Interest	-	-	-	-	-	23	428	27	478
Total revenues	-	-	-	-	3	23	428	27	481
EXPENDITURES									
Current Expenditures									
Economic environment	-	-	13,870	-	32,246	6,427	232,647	-	285,190
Total expenditures	-	-	13,870	-	32,246	6,427	232,647	-	285,190
Excess of revenues over (under) expenditures	-	-	(13,870)	-	(32,243)	(6,404)	(232,219)	27	(284,709)
OTHER FINANCING SOURCES (USES)									
Interfund transfers in	-	-	71,085	-	-	14,900	-	-	85,985
Interfund transfers out	(71,084)	(9,319)	-	(5,682)	-	-	-	-	(85,985)
Total other financing sources (uses)	(71,084)	(9,319)	71,085	(5,682)	-	14,900	-	-	-
Net change in fund balances	(71,084)	(9,319)	57,215	(5,682)	(32,243)	8,496	(232,219)	27	(284,709)
Fund balances beginning of year	71,084	9,319	18,661	5,682	63,916	24,988	350,070	-	543,620
Fund balances end of year	\$ -	\$ -	\$ 75,876	\$ -	\$ 31,673	\$ 33,484	\$ 117,851	\$ 27	\$ 258,911

See notes to financial statements.

REQUIRED SUPPLEMENTARY INFORMATION

**TAYLOR COUNTY, FLORIDA
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE – BUDGET AND ACTUAL
For the Fiscal Year Ended September 30, 2014**

	Budgeted Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget Positive (Negative)
REVENUES				
Taxes	\$ 9,070,934	\$ 9,199,104	\$ 8,943,313	\$ (255,791)
Intergovernmental	2,875,250	3,223,682	3,024,690	(199,092)
Charges for services	272,450	272,460	270,784	(1,666)
Fines and forfeitures	5,000	5,000	8,874	3,874
Miscellaneous	178,540	79,380	105,742	26,362
Special assessments	128,170	5	134,161	134,156
Interest	35,000	134,160	2,729	(131,431)
Total revenues	12,565,344	12,913,781	12,490,193	(423,588)
EXPENDITURES				
Current expenditures				
General government	1,881,319	2,004,805	1,615,315	389,490
Public safety	1,432,339	1,614,872	1,062,700	552,172
Physical environment	461,437	495,453	376,750	118,703
Transportation	200,000	200,000	69,182	130,818
Economic environment	198,202	325,602	312,903	12,699
Human services	500,853	534,038	483,187	50,851
Culture / recreation	695,019	756,772	537,849	218,923
Court-related	253,358	253,358	87,073	166,285
Capital outlay				
General government	85,000	404,301	284,383	119,918
Public safety	38,767	124,372	93,154	31,218
Physical environment	40,000	40,000	-	40,000
Transportation	-	-	2,615	(2,615)
Human services	-	-	-	-
Culture / recreation	215,258	804,809	457,260	347,549
Court-related	70,000	70,000	-	70,000
Debt service				
Principal	-	-	47,219	(47,219)
Interest	-	-	2,311	(2,311)
Total expenditures	6,068,552	7,628,382	5,431,901	2,196,481
Excess of revenues over expenditures	6,496,792	5,285,399	7,058,292	1,772,893
OTHER FINANCING SOURCES (USES)				
Interfund transfers in	48,000	48,000	37,668	(10,332)
Interfund transfers out	(13,305,751)	(12,698,537)	(7,497,325)	5,201,212
Total other financing sources (uses)	(13,257,751)	(12,650,537)	(7,459,657)	5,190,880
Net change in fund balance	(6,760,959)	(7,365,138)	(401,365)	6,963,773
Fund balance at beginning of year	10,850,979	10,850,979	10,850,979	-
Fund balance at end of year	\$ 4,090,020	\$ 3,485,841	\$ 10,449,614	\$ 6,963,773

See notes to financial statements.

**TAYLOR COUNTY, FLORIDA
ROAD AND BRIDGE FUND
STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE – BUDGET AND ACTUAL
For the Fiscal Year Ended September 30, 2014**

	Budgeted Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget
				Positive
				(Negative)
REVENUES				
Taxes	\$ 705,000	\$ 705,000	\$ 726,895	\$ 21,895
Licenses and permits	200	200	140	(60)
Intergovernmental	699,500	699,500	730,213	30,713
Miscellaneous	4,000	4,000	47,615	43,615
Interest	1,000	1,000	596	(404)
Total revenues	<u>1,409,700</u>	<u>1,409,700</u>	<u>1,505,459</u>	<u>95,759</u>
EXPENDITURES				
Current expenditures				
Physical environment	62,617	63,058	55,424	7,634
Transportation	2,040,511	2,141,033	1,933,297	207,736
Capital outlay				
Transportation	-	206,114	206,114	-
Total expenditures	<u>2,103,128</u>	<u>2,410,205</u>	<u>2,194,835</u>	<u>215,370</u>
Excess of revenues over expenditures	<u>(693,428)</u>	<u>(1,000,505)</u>	<u>(689,376)</u>	<u>311,129</u>
OTHER FINANCING SOURCES (USES)				
Interfund transfers in	693,428	908,428	896,565	(11,863)
Total other financing sources (uses)	<u>693,428</u>	<u>908,428</u>	<u>896,565</u>	<u>(11,863)</u>
Net change in fund balance	-	(92,077)	207,189	299,266
Fund balance at beginning of year	1,018,105	1,018,105	1,018,105	-
Fund balance at end of year	<u>\$ 1,018,105</u>	<u>\$ 926,028</u>	<u>\$ 1,225,294</u>	<u>\$ 299,266</u>

See notes to financial statements.

**TAYLOR COUNTY, FLORIDA
MUNICIPAL SERVICES FUND
STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE – BUDGET AND ACTUAL
For the Fiscal Year Ended September 30, 2014**

	Budgeted Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget
				Positive
				(Negative)
REVENUES				
Taxes	\$ 1,176,472	\$ 1,176,472	\$ 1,146,124	\$ (29,348)
Licenses and permits	149,650	149,650	156,991	7,341
Intergovernmental	62,084	66,835	66,665	(180)
Charges for services	6,600	6,600	7,788	1,188
Fines and forfeitures	-	-	1,850	1,850
Miscellaneous	600	600	5,402	4,802
Interest	3,000	3,000	-	(3,000)
Total revenues	<u>1,397,406</u>	<u>1,402,157</u>	<u>1,384,810</u>	<u>(17,347)</u>
EXPENDITURES				
Current expenditures				
General government	90,607	91,008	47,379	43,629
Public safety	1,153,113	1,138,825	1,055,242	83,583
Physical environment	15,000	15,000	4,800	10,200
Human services	155,210	156,809	155,890	919
Capital outlay				
General government	5,000	5,000	1,200	3,800
Public safety	86,000	418,185	417,693	492
Physical environment	2,500	2,500	-	-
Total expenditures	<u>1,506,430</u>	<u>1,827,327</u>	<u>1,682,204</u>	<u>142,623</u>
Excess of revenues over expenditures	<u>(109,024)</u>	<u>(425,170)</u>	<u>(297,394)</u>	<u>125,276</u>
OTHER FINANCING SOURCES (USES)				
Interfund transfers in	131,475	131,475	95,992	(35,483)
Interfund transfers out	(58,000)	(58,000)	(67,577)	(9,577)
Total other financing sources (uses)	<u>73,475</u>	<u>73,475</u>	<u>28,415</u>	<u>(45,060)</u>
Net change in fund balance	<u>(35,549)</u>	<u>(351,695)</u>	<u>(268,979)</u>	<u>80,216</u>
Fund balance at beginning of year	<u>1,585,230</u>	<u>1,585,230</u>	<u>1,585,230</u>	<u>-</u>
Fund balance at end of year	<u>\$ 1,549,681</u>	<u>\$ 1,233,535</u>	<u>\$ 1,316,251</u>	<u>\$ 80,216</u>

See notes to financial statements.

TAYLOR COUNTY, FLORIDA

HOSPITAL SALES TAX FUND

**STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE – BUDGET AND ACTUAL**

For the Fiscal Year Ended September 30, 2014

	Budgeted Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget Positive (Negative)
REVENUES				
Taxes	\$ 2,000,000	\$ 2,000,000	\$ 2,328,610	\$ 328,610
Interest	5,000	5,000	8,053	3,053
Total revenues	<u>2,005,000</u>	<u>2,005,000</u>	<u>2,336,663</u>	<u>331,663</u>
EXPENDITURES				
Current expenditures				
Human services	3,000	3,500	2,250	1,250
Capital outlay				
Human services	-	1,999,500	-	1,999,500
Total expenditures	<u>3,000</u>	<u>2,003,000</u>	<u>2,250</u>	<u>2,000,750</u>
Excess of revenues over expenditures	<u>2,002,000</u>	<u>2,000</u>	<u>2,334,413</u>	<u>2,332,413</u>
OTHER FINANCING SOURCES (USES)				
Interfund transfers out	(1,048,994)	(1,048,994)	(1,048,994)	-
Total other financing sources (uses)	<u>(1,048,994)</u>	<u>(1,048,994)</u>	<u>(1,048,994)</u>	<u>-</u>
Net change in fund balance	953,006	(1,048,994)	1,285,419	2,332,413
Fund balance at beginning of year	5,335,320	5,335,320	5,335,320	-
Fund balance at end of year	<u>\$ 6,288,326</u>	<u>\$ 4,288,326</u>	<u>\$ 6,620,739</u>	<u>\$ 2,332,413</u>

See notes to financial statements.

**TAYLOR COUNTY, FLORIDA
SOLID WASTE FUND
STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE – BUDGET AND ACTUAL
For the Fiscal Year Ended September 30, 2014**

	Budgeted Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget
				Positive
				(Negative)
REVENUES				
Taxes	\$ 12,000	\$ 12,000	\$ 24,947	\$ 12,947
Intergovernmental	25,906	25,906	24,647	(1,259)
Charges for services	7,000	7,000	-	(7,000)
Miscellaneous	-	-	43,699	43,699
Special assessments	1,055,000	1,055,000	1,032,424	(22,576)
Interest	1,000	1,000	1,403	403
Total revenues	1,100,906	1,100,906	1,127,120	26,214
EXPENDITURES				
Current expenditures				
Physical environment	1,060,612	1,155,009	1,008,820	146,189
Capital outlay				
Physical environment	-	170,194	257,025	(86,831)
Total expenditures	1,060,612	1,325,203	1,265,845	59,358
Excess of revenues over expenditures	40,294	(224,297)	(138,725)	85,572
OTHER FINANCING SOURCES (USES)				
Interfund transfers in	10,000	10,000	8,680	(1,320)
Interfund transfers out	-	-	(86,749)	(86,749)
Total other financing sources (uses)	10,000	10,000	(78,069)	(88,069)
Net change in fund balance	50,294	(214,297)	(216,794)	(2,497)
Fund balance at beginning of year	764,752	764,752	764,752	-
Fund balance at end of year	\$ 815,046	\$ 550,455	\$ 547,958	\$ (2,497)

See notes to financial statements.

**TAYLOR COUNTY, FLORIDA
SHERIFF
OPERATING FUND
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL**

For the Fiscal Year Ended September 30, 2014

	Budgeted Amounts		Actual	Variance
	Original	Final	Amounts	With Final Budget Positive (Negative)
REVENUES				
Charges for services				
Public safety	\$ -	\$ -	\$ 96,848	\$ 96,848
Miscellaneous				
Miscellaneous	-	-	77,847	77,847
Total revenues	-	-	174,695	174,695
EXPENDITURES				
Public safety				
Law enforcement				
Personnel services	2,979,143	2,979,143	2,897,987	81,156
Operating expenses	365,800	365,800	467,579	(101,779)
Capital outlay	18,470	18,470	130,933	(112,463)
Total law enforcement	3,363,413	3,363,413	3,496,499	(133,086)
Corrections and detention				
Personnel services	2,081,078	2,081,078	1,613,601	467,477
Operating expenses	437,192	437,192	462,843	(25,651)
Capital outlay	5,200	5,200	8,963	(3,763)
Total corrections and detention	2,523,470	2,523,470	2,085,407	438,063
Total expenditures	5,886,883	5,886,883	5,581,906	304,977
Excess of revenues over (under) expenditures	(5,886,883)	(5,886,883)	(5,407,211)	479,672
OTHER FINANCING SOURCES				
Transfers from Board of County Commissioners	5,886,883	5,886,883	5,407,211	(479,672)
Total other financing sources	5,886,883	5,886,883	5,407,211	(479,672)
Net change in fund balance	-	-	-	-
Fund balance at beginning of year	-	-	-	-
Fund balance at end of year	\$ -	\$ -	\$ -	\$ -

See notes to financial statements.

TAYLOR COUNTY, FLORIDA
TAX COLLECTOR
OPERATING FUND
STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL
For the Fiscal Year Ended September 30, 2014

	<u>Budgeted Amounts</u>		<u>Actual</u>	<u>Variance With</u>
	<u>Original</u>	<u>Final</u>	<u>Amounts</u>	<u>Final Budget</u>
				<u>Positive</u>
				<u>(Negative)</u>
REVENUES				
Charges for services				
County Officer fees				
Tax roll commissions				
Board of County Commissioners	\$ 387,031	\$ 387,031	\$ 398,503	\$ 11,472
SRWMD	14,244	14,244	14,764	520
Advertising	37,056	37,056	35,331	(1,725)
Advertising delinquent	8,510	8,510	12,207	3,697
Fees FWCC	9,793	9,793	9,444	(349)
Board of County Commissioners postage	6,153	6,153	6,682	529
DMV fees	156,656	193,816	154,363	(39,453)
Fees sales tax	1,560	1,560	1,560	.
Fees miscellaneous	422	422	895	473
Fees drivers licenses	44,144	44,144	42,238	(1,906)
Tax certificate fees	71,076	71,076	66,554	(4,522)
E Comm fees	841	641	818	177
Total charges for services	<u>737,286</u>	<u>774,446</u>	<u>743,359</u>	<u>(31,087)</u>
Miscellaneous				
Interest earnings	483	483	753	270
Other	4,920	4,920	2,400	(2,520)
Total miscellaneous	<u>5,403</u>	<u>5,403</u>	<u>3,153</u>	<u>(2,249)</u>
Total revenues	<u>742,689</u>	<u>779,849</u>	<u>746,512</u>	<u>(33,337)</u>
EXPENDITURES				
General government				
Tax Collector				
Personnel services				
Executive salaries	97,872	97,872	97,871	1
Regular salaries	392,039	392,039	378,593	13,446
Temporary salaries	2,000	2,000	.	2,000
Special pay	24,000	24,000	23,377	623
FICA	39,467	39,467	36,360	3,107
Retirement	85,978	85,978	85,929	49
Life and health insurance	149,334	149,334	137,837	11,497
Total personnel services	<u>790,690</u>	<u>790,690</u>	<u>759,967</u>	<u>30,723</u>

(Continued)

**TAYLOR COUNTY, FLORIDA
TAX COLLECTOR
OPERATING FUND
STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL
For the Fiscal Year Ended September 30, 2014**

	Budgeted Amounts		Actual	Variance With
	Original	Final	Amounts	Final Budget
				Positive
				(Negative)
Operating expenses				
Education	\$ 510	\$ 510	\$ 175	\$ 335
Legal ads	51,150	51,150	49,906	1,244
Professional services	45,000	45,000	5,080	39,920
Other contractual services	30,125	30,125	30,100	25
Travel and per diem	1,579	1,579	1,499	80
Communications	6,175	6,175	6,180	15
Transportation	16,157	16,157	15,836	321
Rentals and leases	2,500	2,500	1,776	724
Insurance	1,000	1,000	600	400
Repairs and maintenance	2,750	2,750	1,997	753
Office supplies	9,800	9,800	9,750	50
Books, publications, and subscriptions	3,500	3,500	2,373	1,127
Total operating expenses	170,246	170,246	125,252	44,994
Total expenditures	960,936	960,936	885,219	55,805
Excess of revenues over (under) expenditures	(218,247)	(181,087)	(138,707)	10,661
OTHER FINANCING SOURCES (USES)				
Transfers from Board of County Commissioners	218,247	181,087	138,707	(10,661)
Total other financing sources (uses)	218,247	181,087	138,707	(10,661)
Net change in fund balance	-	-	-	-
Fund balance at beginning of year	-	-	-	-
Fund balance at end of year	\$ -	\$ -	\$ -	\$ -

See notes to financial statements.

TAYLOR COUNTY, FLORIDA

HOSPITAL DEBT SERVICE FUND

**STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCE - BUDGET AND ACTUAL**

For the Fiscal Year Ended September 30, 2014

	Budgeted Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget Positive (Negative)
REVENUES				
Interest	\$ -	\$ 1,791	\$ 1,791	\$ -
EXPENDITURES				
Debt service				
Principal	495,000	495,000	495,000	-
Interest	549,794	549,794	549,794	-
Total expenditures	1,044,794	1,044,794	1,044,794	-
Excess of revenues over expenditures	(1,044,794)	(1,043,003)	(1,043,003)	-
OTHER FINANCING SOURCES (USES)				
Interfund transfers in	1,048,994	1,048,994	1,048,994	-
Total other financing sources (uses)	1,048,994	1,048,994	1,048,994	-
Net change in fund balance	4,200	5,991	5,991	-
Fund balance at beginning of year	752,182	752,182	752,182	-
Fund balance at end of year	\$ 756,382	\$ 758,173	\$ 758,173	\$ -

See notes to financial statements.

TAYLOR COUNTY, FLORIDA

SECONDARY ROAD PROJECTS FUND

**STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL**

For the Fiscal Year Ended September 30, 2014

	Budgeted Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget
				Positive
				(Negative)
REVENUES				
Intergovernmental	\$ 850,000	\$ 850,000	\$ 892,508	\$ 42,508
Total revenues	850,000	850,000	892,508	42,508
EXPENDITURES				
Transportation				
Current expenditures	-	-	1,077	(1,077)
Capital outlay	1,115,451	1,276,109	580,577	695,532
Total expenditures	1,115,451	1,276,109	581,654	694,456
Excess of revenues over expenditures	(265,451)	(426,109)	310,854	736,963
OTHER FINANCING SOURCES (USES)				
Interfund transfers out	(634,549)	(634,549)	(634,549)	-
Total other financing sources (uses)	(634,549)	(634,549)	(634,549)	-
Net change in fund balance	(900,000)	(1,060,658)	(323,695)	736,963
Fund balance at beginning of year	1,171,887	1,171,887	1,171,887	-
Fund balance at end of year	\$ 271,887	\$ 111,229	\$ 848,192	\$ 736,963

See notes to financial statements.

TAYLOR COUNTY, FLORIDA
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION

For the Fiscal Year Ended September 30, 2014

A. Budgetary Information:

An annual budget is adopted on a basis consistent with accounting principles generally accepted in the United States of America for the governmental and enterprise funds. All annual appropriations lapse at fiscal year end.

The County generally follows these procedures in establishing the budgetary data for the governmental and enterprise funds as reflected in the financial statements.:

1. Prior to September 30, the Clerk of the Circuit Court, serving as Budget Officer submits to the Board of County Commissioners a tentative budget for the fiscal year commencing the following October. The operating budget includes proposed expenditures and the means of financing them.
2. Public hearings are conducted by the Board of County Commissioners to obtain taxpayer comments.
3. Prior to September 30, the budget is legally enacted through passage of a resolution by the Board of County Commissioners.
4. The Constitutional Officers submit, at various times, to the Board and to certain divisions within the Department of Revenue, State of Florida, a proposed operating budget for the fiscal year commencing the following October 1. The operating budget includes proposed expenditures and the means of financing them, as set forth in chapter 129 of Florida Statutes.
5. The Department of Revenue, State of Florida, has the final authority on the operating budgets for the Tax Collector and the Property Appraiser, which are classified as separate special revenue funds.
6. The Board of County Commissioners is authorized to amend fixed appropriations by motion to the extent that appropriations do not exceed the total approved budget of the fund, or appropriate for special purpose intended, reserves or unanticipated receipts. Appropriations lapse at year end. No supplemental appropriations were necessary during the year. Various such amendments were made during the year.
7. Formal budgetary integration is employed as a management control device in all governmental funds.
8. Governmental fund budgets are initially adopted on the modified accrual basis. The legally amended budgetary data presented in the accompanying financial statements for the fiscal year ending September 30, 2014, are shown on this basis of accounting. Therefore, the actual and budgetary data are on a comparable basis. The Enterprise Fund budget is adopted on the accrual basis except that depreciation is not budgeted.
9. Legal control of the budget is exercised pursuant to applicable provisions of Florida Statutes.
10. Appropriations for the County lapse at the close of the fiscal year.

COMBINING STATEMENTS

**TAYLOR COUNTY, FLORIDA
NONMAJOR GOVERNMENTAL FUNDS
COMBINING BALANCE SHEET
September 30, 2014**

Special Revenue Funds

	Clerk of the Circuit Court								Property Appraiser	Sheriff			Supervisor of Elections	
	Clerk Operating	Clerk Court	Clerk CSE Incentive	Clerk CSE Reimbursement	Information Technology	Public Records Modernization	State Court	Teen Court	Operating	Drug Task Force Grant	Inmate Welfare	Local Law Enforcement Block Grant	Special Law Enforcement Trust	Supervisor Operating
ASSETS														
Current assets														
Cash	\$ 87,289	\$ 10,969	\$ 15,210	\$ 238,397	\$ 4,587	\$ 46,986	\$ -	\$ 49,147	\$ 41,009	\$ 12,697	\$ 93,092	\$ 2,713	\$ 4,062	\$ 15,876
Accounts receivable	-	-	-	-	-	-	-	-	-	-	1,837	-	-	-
Due from other funds	5,969	13,424	-	-	84,502	596	-	156	-	-	-	-	-	-
Due from other governmental units	-	-	-	10,217	-	-	-	-	-	5,866	-	-	-	-
Investments	-	-	-	378,081	-	-	-	-	-	-	-	-	-	-
Total assets	\$ 93,278	\$ 24,393	\$ 15,210	\$ 626,695	\$ 89,089	\$ 46,980	\$ -	\$ 49,303	\$ 41,009	\$ 18,663	\$ 94,929	\$ 2,713	\$ 4,062	\$ 15,876
LIABILITIES AND FUND BALANCES														
LIABILITIES														
Current liabilities														
Accounts payable	\$ 8,740	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Due to other funds	84,338	-	-	-	-	-	-	-	41,009	-	-	-	-	7,918
Due to other governmental units	-	-	-	-	-	-	-	-	-	-	-	-	97	-
Accrued wages	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Revenues collected in advance	-	-	-	-	-	-	-	-	-	-	-	323	-	7,958
Other current liabilities	200	-	-	-	-	-	-	-	-	-	-	-	157	-
Total liabilities	93,278	-	-	-	-	-	-	-	41,009	-	-	323	254	15,876
FUND BALANCES														
Restricted	-	-	-	-	89,089	46,980	-	49,303	-	18,663	94,929	2,390	3,798	-
Assigned	-	24,393	15,210	626,695	-	-	-	-	-	-	-	-	-	-
Total fund balances	-	24,393	15,210	626,696	89,089	46,980	-	49,303	-	18,663	94,929	2,390	3,798	-
Total liabilities and fund balances	\$ 93,278	\$ 24,393	\$ 15,210	\$ 626,696	\$ 89,089	\$ 46,980	\$ -	\$ 49,303	\$ 41,009	\$ 18,663	\$ 94,929	\$ 2,713	\$ 4,062	\$ 15,876
See notes to financial statements.														

**TAYLOR COUNTY, FLORIDA
NONMAJOR GOVERNMENTAL FUNDS
COMBINING BALANCE SHEET
September 30, 2014**

	Special Revenue Funds							Capital Projects Funds							
	Board of County Commissioners														Total
	Community Development		Local		Tourist Development		Florida Boating	Tourist Tax Infra-structure	Tourism Tax Infra-structure	Small Courthouse Facilities	Small County Road Assistance	Small County Outreach	FDOT Economic Development	Nonmajor governmental Funds	
	Block Grant	Airport	Housing	MSBU	Trust	Landfill	Improvement								
ASSETS															
Cash	\$ -	\$ 115,865	\$ 381,994	\$ 404,486	\$ 181,095	\$ 72,214	\$ 85,266	\$ 1,808	\$ 186,213	\$ 9,817	\$ -	\$ -	\$ 104,389	\$ 2,163,267	
Accounts receivable	-	-	-	-	-	32,706	-	-	-	-	-	-	-	34,543	
Due from other funds	-	-	213,149	-	-	-	-	-	-	-	-	-	-	317,815	
Due from other governmental units	-	6,375	-	-	25,795	-	4,315	-	12,897	-	463,893	670,492	-	1,099,840	
Investments	-	-	13,997	-	-	608,473	-	-	137	-	-	-	-	900,688	
Total assets	\$ -	\$ 122,240	\$ 609,140	\$ 404,486	\$ 206,890	\$ 613,393	\$ 89,580	\$ 1,506	\$ 198,247	\$ 9,817	\$ 463,893	\$ 570,492	\$ 104,389	\$ 4,910,163	
LIABILITIES AND FUND BALANCES															
LIABILITIES															
Current liabilities															
Accounts payable	\$ -	\$ 5,201	\$ 76	\$ 373	\$ 16,306	\$ 147,468	\$ 50,445	\$ 903	\$ 3,104	\$ -	\$ 356,680	\$ 464,856	\$ -	\$ 1,063,862	
Due to other funds	-	-	-	-	-	-	-	-	-	-	107,313	105,836	-	346,414	
Due to other governmental units	-	-	-	-	-	-	-	-	-	-	-	-	-	97	
Accrued wages	-	139	163	-	-	281	-	-	-	-	-	-	-	573	
Revenues collected in advance	-	1,198	360,000	-	-	-	-	-	-	-	-	-	-	369,479	
Other current liabilities	-	-	-	-	-	-	-	-	-	-	-	-	-	367	
Total liabilities	-	6,538	360,229	373	16,306	147,749	50,446	903	3,104	-	463,893	570,492	-	1,760,772	
FUND BALANCES															
Restricted	-	-	258,911	-	180,584	465,644	39,136	603	195,143	9,817	-	-	104,389	1,569,268	
Assigned	-	115,702	-	404,113	-	-	-	-	-	-	-	-	-	1,186,113	
Total fund balances	-	115,702	258,911	404,113	180,584	466,644	39,136	603	195,143	9,817	-	-	104,389	2,755,381	
Total liabilities and fund balances	\$ -	\$ 122,240	\$ 609,140	\$ 404,486	\$ 206,890	\$ 613,393	\$ 89,680	\$ 1,506	\$ 198,247	\$ 9,817	\$ 463,893	\$ 570,492	\$ 104,389	\$ 4,516,163	

See notes to financial statements.

TAYLOR COUNTY, FLORIDA
NONMAJOR GOVERNMENTAL FUNDS
COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND
BALANCES
For the Fiscal Year Ended September 30, 2014

Special Revenue Funds

	Clerk of the Circuit Court							Property Appraiser	Sheriff					
	Clerk of Courts Operating	Clerk Court	Clerk CSE Incentive	Clerk CSE Reimbursement	Information Technology	Public Records Modernization	State Court	Teen Court	Operating	Drug Task Force Grant	Nongrant Forfeitures	Inmate Welfare	Local Law Enforcement Block Grant	Special Law Enforcement Trust
REVENUES														
Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Intergovernmental revenue	-	24,189	428	64,023	22,335	-	-	-	-	23,110	-	-	-	1,500
Charges for services	83,019	272,707	-	-	-	25,685	-	6,694	-	-	-	54,866	-	-
Fines and forfeitures	-	202,052	-	-	-	-	-	-	-	-	-	-	-	22,811
Miscellaneous	894	-	24	574	2	105	-	65	-	-	-	-	-	1,323
Special assessments	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Interest	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total revenues	83,913	498,948	453	64,597	22,337	25,790	-	6,758	-	23,110	-	54,866	-	25,634
EXPENDITURES														
Current Expenditures														
General government	757,746	-	-	-	-	-	-	-	617,700	-	-	-	-	-
Public safety	-	-	-	-	-	-	-	-	-	23,110	-	51,463	-	-
Physical environment	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Transportation	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Economic environment	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Culture/recreation	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Court-related	-	544,968	-	32,614	-	27,687	16,498	-	-	-	-	-	-	-
Capital outlay														
General government	20,987	-	-	-	-	-	-	-	5,618	-	-	-	-	-
Public safety	-	-	-	-	-	-	-	-	-	-	-	2,058	-	45,185
Physical environment	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Transportation	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Economic environment	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Culture/recreation	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Court-related	-	-	-	-	32,000	-	-	-	-	-	-	-	-	-
Debt service														
Principal	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Interest	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total expenditures	787,733	544,968	-	32,614	32,000	27,687	16,498	-	623,218	23,110	-	53,521	-	45,185
Excess of revenues over (under) expenditures	(703,820)	(46,041)	453	31,983	(9,663)	(1,897)	(16,498)	6,758	(623,218)	-	-	1,145	-	(19,561)
OTHER FINANCING SOURCES (USES)														
Interfund transfers in	703,820	-	-	-	-	-	-	-	623,218	-	-	-	-	22,423
Interfund transfers out	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total other financing sources (uses)	703,820	-	-	-	-	-	-	-	623,218	-	-	-	-	22,423
Net change in fund balances	-	(46,041)	453	31,983	(9,663)	(1,897)	(16,498)	6,758	-	-	-	1,145	-	2,862
Fund balances beginning of year	-	70,434	14,757	894,712	98,752	46,877	16,498	42,544	-	18,553	0	93,784	2,390	936
Fund balances end of year	\$ -	\$ 24,393	\$ 15,210	\$ 926,695	\$ 89,089	\$ 44,980	\$ -	\$ 49,303	\$ -	\$ 18,553	\$ -	\$ 94,929	\$ 2,390	\$ 3,798
See notes to financial statements.														

See notes to financial statements.

TAYLOR COUNTY, FLORIDA
NONMAJOR GOVERNMENTAL FUNDS
COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND
BALANCES

For the Fiscal Year Ended September 30, 2014

	Special Revenue Funds										Capital Projects Funds				Total Nonmajor Governmental Funds	
	Supervisor of Elections	Board of County Commissioners									Small County Courthouse Facility	Small County Road Assistance	Small County Outreach	FDOT Economic Development		
	Operating	Community Development Block Grant	Airport	Local Housing	MSGLU	Tourist Development Trust	Landfill	Florida Boating Improvement	Tourist Tax Infrastructure	Tourism Tax Infrastructure						
REVENUES																
Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 182,827	\$ -	\$ -	\$ -	\$ 76,284	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 228,791
Intergovernmental revenue	-	-	251,279	3	-	-	-	15,445	-	-	-	1,419,339	1,813,358	688,489	-	4,323,473
Charges for services	-	-	58,325	-	-	-	121,796	-	-	-	-	-	-	-	-	620,892
Fines and forfeitures	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	224,883
Miscellaneous	390	-	-	-	22	-	3,236	-	-	-	-	-	-	-	-	8,835
Special assessments	-	-	-	-	53,848	-	-	-	-	-	-	-	-	-	-	53,848
Interest	-	-	89	478	899	293	-	198	6	243	12	-	-	-	-	2,128
Total revenues	390	-	307,673	481	54,339	182,828	125,032	15,643	6	76,507	12	1,419,339	1,813,358	688,489	-	5,460,424
EXPENDITURES																
Current Expenditures																
General government	253,656	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,728,182
Public safety	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	74,573
Physical environment	-	-	-	-	-	-	116,239	-	-	-	-	-	-	-	-	116,239
Transportation	-	-	117,881	-	12,547	-	-	-	-	-	-	-	-	-	-	130,428
Economic environment	-	-	-	295,190	-	119,964	-	-	8,138	3,104	-	-	-	-	-	414,396
Culture/recreation	-	-	-	-	-	-	-	52,645	-	-	-	-	-	-	-	52,645
Court-related	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	621,768
Capital outlay																
General government	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	35,605
Public safety	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	47,283
Physical environment	-	-	-	-	-	-	88,113	-	-	-	-	-	-	-	-	88,113
Transportation	-	-	49,518	-	-	-	-	-	-	-	-	1,419,339	1,813,358	584,896	-	3,866,308
Economic environment	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Culture/recreation	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Court-related	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Debt Service																
Principal	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	32,008
Interest	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total expenditures	353,656	-	167,399	295,190	12,547	119,964	204,343	52,645	8,138	3,104	-	1,419,339	1,813,358	584,896	-	7,264,321
Excess of revenues over (under) expenditures	(353,266)	-	140,277	(284,709)	41,992	32,866	78,311	(37,002)	(8,132)	73,403	12	-	-	-	104,389	(1,747,897)
OTHER FINANCING SOURCES (USES)																
(USED)																
Interfund transfers in	353,266	-	2,563	85,984	-	-	-	-	-	-	-	-	-	-	-	1,791,274
Interfund transfers out	-	-	-	(85,984)	(1,358)	-	-	-	-	-	-	-	-	-	-	(87,336)
Total other financing sources (uses)	353,266	-	2,563	-	(1,358)	-	-	-	-	-	-	-	-	-	-	1,703,940
Net change in fund balances	-	-	142,840	(284,709)	40,634	32,866	(79,311)	(37,002)	(6,132)	73,403	12	-	-	-	104,389	(43,857)
Fund balances beginning of year	-	-	(27,138)	543,620	363,471	187,728	544,955	76,185	6,735	121,740	9,805	-	-	-	-	2,789,338
Fund balances end of year	\$ -	\$ -	\$ 115,702	\$ 258,911	\$ 404,105	\$ 190,594	\$ 465,644	\$ 39,183	\$ 603	\$ 195,143	\$ 9,817	\$ -	\$ -	\$ -	\$ 104,389	\$ 2,745,481

See notes to financial statements.

COMPLIANCE SECTION

**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING
AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL
STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

**To the Board of County Commissioners
and Constitutional Officers
Taylor County, Florida**

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of Taylor County, Florida, as of and for the year ended September 30, 2014, and the related notes to the financial statements, which collectively comprise Taylor County, Florida's basic financial statements, and have issued our report thereon dated February 19, 2015.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered Taylor County, Florida's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Taylor County, Florida's internal control. Accordingly, we do not express an opinion on the effectiveness of Taylor County, Florida's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

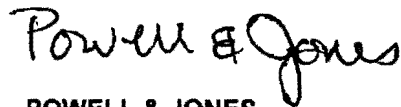
Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Taylor County, Florida's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



POWELL & JONES
Certified Public Accountants
February 19, 2015

**INDEPENDENT AUDITORS' REPORT ON COMPLIANCE WITH REQUIREMENTS THAT COULD
HAVE A DIRECT AND MATERIAL EFFECT ON EACH MAJOR STATE PROJECT AND ON
INTERNAL CONTROL OVER COMPLIANCE IN ACCORDANCE WITH CHAPTER 10.550, RULES OF
THE AUDITOR GENERAL, OFFICE OF THE AUDITOR GENERAL**

**To the Board of County Commissioners
and Constitutional Officers
Taylor County, Florida**

Report on Compliance for Each Major State Project

We have audited the compliance of Taylor County, Florida with the types of compliance requirements described in the State of Florida, Department of Financial Services State Projects Compliance Supplement, that could have a direct and material effect on its major State project for the year ended September 30, 2014. Taylor County, Florida's major State project is identified in the summary of auditors' results section of the accompanying Schedule of Findings.

Management's Responsibility

Taylor County, Florida's management is responsible for compliance with the requirements of laws, regulations, contracts and grants applicable to its major State project.

Auditor's Responsibility

Our responsibility is to express an opinion on Taylor County, Florida's compliance for each major State Project based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States and Chapter 10.550, Rules of the State of Florida, Office of the Auditor General. Those standards and Chapter 10.550, Rules of the State of Florida, Office of the Auditor General, require that we plan and perform the audit to obtain reasonable assurance about whether non-compliance with the types of compliance requirements referred to above that could have a direct and material effect on a major State project occurred. An audit includes examining, on a test basis, evidence about Taylor County, Florida's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major State Project. However, our audit does not provide a legal determination of Taylor County, Florida's compliance.

Opinion on Each Major State Project

In our opinion, Taylor County, Florida complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on its major State project for the fiscal year ended September 30, 2014.

Other Matters

The results of our auditing procedures disclosed no instances of noncompliance, which are required to be reported in accordance with Chapter 10.550, Rules of the State of Florida, Office of the Auditor General.

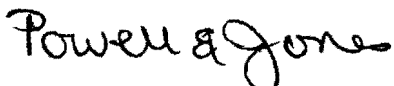
Internal Control Over Compliance

Management of Taylor County, Florida is responsible for establishing and maintaining effective internal control over the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Taylor County, Florida's internal control over compliance with the types of requirements that could have a direct and material effect on a major State project to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major State Project and to test and report on internal control over compliance in accordance with Chapter 10.550, Rules of the State of Florida, Office of the Auditor General, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Taylor County, Florida's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a State project on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a State project will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a State Project that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control over compliance that might be deficiencies, significant deficiencies or material weaknesses. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Pursuant to Chapter 119, *Florida Statutes*, this report is a public record and its distribution is not limited. Auditing standards generally accepted in the United States of America require us to indicate that this report is intended solely for the information and use of Taylor County, Florida's management, State awarding agencies and pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.



POWELL & JONES, CPAs

February 19, 2015

TAYLOR COUNTY FLORIDA
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND STATE FINANCIAL ASSISTANCE
For The Fiscal Year Ended September 30, 2014

Federal and State Grantor/Pass Through Grantor Program Title	CFDA#	GRANT #	PROGRAM OR AWARD AMOUNT	REPORTED IN PRIOR YEARS	DEFERRED IN PRIOR YEARS	REVENUES RECOGNIZED	EXPENDITURES	Reserved Deferred Revenues 9/30/2014
FEDERAL AWARDS								
US DEPARTMENT OF TRANSPORTATION								
<i>passed through Florida Department of Transportation</i>								
Federal Aviation Admin - Airport Improvement Program	20.106	3-12-0064-012-2012	\$ 879,880	\$ 809,579	\$ -	\$ 70,301	\$ 70,301	\$ -
Federal Aviation Admin - Airport Improvement Program	20.106	43135719414	179,820	-	-	83,096	83,096	-
Total US Department of Transportation			1,059,700	809,579	-	133,397	133,397	-
US DEPARTMENT OF INTERIOR								
<i>passed through Florida Department of Agriculture & Consumer Services/Division of Forestry</i>								
Title IV-D Volunteer Fire Assistance Grant	15.228	FY2013VFA	4,751	-	-	4,751	4,751	-
Fish and Wildlife Service								
<i>passed through Southeast Watershed Forum</i>								
Coastal Program Keston Beach	15.630	40181AJ218	13,581	-	-	13,581	13,581	-
Total US Department of Interior			18,332	-	-	18,332	18,332	-
US Drug Enforcement Administration								
<i>passed through the Florida Office of Agricultural Law Enforcement</i>								
Domestic Marijuana Eradication Program	16.004	N/A	1,500	-	-	1,500	1,500	-
US Department of Justice								
<i>passed through Florida Department of Law Enforcement</i>								
Byrne Formula Grant Program	16.738	2014-JAGC-TAYL-1-E5-151	23,110	-	-	23,110	23,110	-
Total US Department of Justice			23,110	-	-	23,110	23,110	-
US Elections Assistance Commission								
<i>Passed through Florida Department of State</i>								
Help America Vote 11/12	90.401	N/A	2,291	992	1,299	-	-	1,299
Help America Vote 11/12 County match	90.401	N/A	344	-	344	-	-	344
Help America Vote 12/13	90.401	N/A	3,383	-	3,383	-	-	3,383
Help America Vote 12/13 County match	90.401	N/A	507	-	507	-	-	507
Help America Vote 13/14	90.401	N/A	2,109	-	-	-	-	2,109
Help America Vote 13/14 County match	90.401	N/A	318	-	-	-	-	316
HHS Vote	93.617	N/A	-	-	-	-	-	-
Total US Elections Assistance Commission			8,950	992	5,533	-	-	7,958
FEDERAL OFFICE OF CHILD SUPPORT ENFORCEMENT								
<i>passed through Florida Department of Revenue</i>								
Title IV-D CSE Reimbursement	93.563	COC62	64,023	-	-	64,023	64,023	-
FEDERAL DEPARTMENT OF HOMELAND SECURITY								
<i>passed through Florida Division of Emergency Management</i>								
State Homeland Security Grant Program	97.067	13-DS-20-03-72-01-308	9,500	3,000	-	6,440	6,440	-
State Homeland Security Grant Program	97.067	13-DS-97-03-72-01-358	10,803	-	-	10,803	10,803	-
Emergency Management Performance Grant	97.042	14-FG-1M-03-72-01-129	54,936	-	-	51,460	51,460	-
Total Federal Department of Homeland Security			75,239	3,000	-	68,703	68,703	-
Total federal awards			\$ 1,250,854	\$ 813,571	\$ 5,533	\$ 308,065	\$ 309,065	\$ 7,958

Continued

TAYLOR COUNTY, FLORIDA
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND STATE FINANCIAL ASSISTANCE
For the Fiscal Year Ended September 30, 2014

Federal and State Grantor/Pass Through Grantor Program Title	CFDA#	GRANT #	PROGRAM OR AWARD AMOUNT	REPORTED IN PRIOR YEARS	DEFERRED IN PRIOR YEARS	REVENUES RECOGNIZED	EXPENDITURES	Reserved Deferred Revenues 9/30/2014
STATE FINANCIAL ASSISTANCE								
MAJOR PROGRAMS								
<i>Florida Housing Finance Corporation</i>								
<i>State Housing Initiatives Program</i>								
SHIP Funds 2007	52.301	N/A	\$ 350,000	\$ 292,277	\$ 71,084	\$ -	\$ 71,084	\$ -
SHIP Funds 2008	52.301	N/A	350,000	353,101	9,319	-	9,319	-
SHIP Funds 2009	52.301	N/A	350,000	332,102	18,661	71,084	13,670	75,675
SHIP Funds 2010	52.301	N/A	350,000	343,928	6,581	-	5,581	-
SHIP Funds 2011	52.301	N/A	350,000	205,675	63,918	3	32,244	31,676
SHIP Funds 2012/2013	52.301	N/A	25,000	25,002	24,989	14,923	5,427	-
SHIP Funds 2014	52.301	N/A	350,000	350,070	350,070	426	232,647	117,661
SHIP Funds 2015	52.301	N/A	350,000	-	-	350,027	-	350,027
Total Florida Housing Finance Corporation			2,475,000	1,902,155	543,821	436,464	371,173	258,885
<i>Florida Department of Transportation</i>								
Small County Outreach Program - S Red Padgett Rd.	55.009	424174-1-58-01	1,971,035	-	-	1,809,760	1,809,760	-
Small County Outreach Program - Robert Amen Rd.	55.009	430592-1-58-01	369,949	-	-	3,597	3,597	-
Small County Outreach Program - E. Ellison Rd.	55.009	430741-1-58-01	284,856	-	-	254,856	254,856	-
			2,595,940	-	-	2,068,213	2,068,213	-
Joint Participation Agreement- Tree Removal	55.004	AQX26	80,000	6,091	-	66,367	66,367	-
Joint Participation Agreement- Construction Storage Hangers	55.004	AR732	83,870	-	-	49,515	49,515	-
			163,870	6,091	-	115,882	115,882	-
Total Florida Department of Transportation			2,759,810	6,091	-	2,184,095	2,184,095	-
<i>Department of Management Services</i>								
<i>Wireless 911 Board/911 Wireless State Funds</i>								
911 Access Fee - Local Exchange		N/A	48,662	-	57,190	43,161	48,662	51,669
911 Wireless State Funds		N/A	51,936	-	36,887	36,545	51,936	21,496
911 Wireless State Supplemental Funds		N/A	12,357	-	177,970	54,466	12,357	220,088
Rural County Grant Spring Program	72.001	13-4-22	-	-	-	-	-	-
911 Rural County Maintenance Grant	72.001	13-10-16	37,683	-	-	37,663	37,663	-
	72.001	14-4-23	26,732	-	-	26,732	26,732	-
Total Department of Management Services			177,470	-	272,047	199,478	177,470	293,263
Total Major Programs			5,412,090	1,908,246	615,868	2,821,036	2,734,539	552,139
NONMAJOR PROGRAMS:								
<i>Florida Division of Emergency Management</i>								
<i>Emergency Management Programs</i>								
Emergency Management Programs	31.063	15-BG-83-03-72-01-062	105,806	-	-	19,393	19,393	-
	31.063	14-BG-83-03-72-01-062	105,806	14,025	-	91,721	91,721	-
			211,612	14,025	-	101,114	101,114	-
<i>Department of Environmental Protection</i>								
<i>Small County Solid Waste Grant Agreement</i>								
Small County Solid Waste Grant Agreement	37.012	33D8C	89,057	84,410	-	24,847	24,847	-
	37.012	4298C	90,809	-	-	82,503	82,503	-
			179,866	84,410	-	87,150	87,150	-
<i>Department of Agriculture and Consumer Services</i>								
<i>Arthropod Mosquito Control State Aid</i>								
	42.003	N/A	29,456	18,500	2,582	29,456	-	32,039
<i>Department of State</i>								
<i>State Aid to Libraries - LSTA Reading Grant</i>								
	45.030	14-ST-61	60,453	69,670	21,806	60,453	60,453	21,806
<i>Florida Department of Transportation</i>								
<i>Commission for the Transportation Disadvantaged</i>								
Transportation Disadvantaged Grant	58.002	AR281	19,241	4,425	-	13,346	13,346	-
Transportation Disadvantaged Grant	58.002	AQP62	17,492	19,792	-	700	700	-
			36,733	24,217	-	14,046	14,046	-
<i>Economic Development Transportation Projects-Road</i>								
Small County Road Assistance Program - E Red Padgett	55.032	432496-1-58-01	1,400,000	504,702	-	668,485	668,485	-
Small County Road Assistance Program - E Red Padgett	55.016	424166-1-58-01	1,515,225	19,676	-	1,391,245	1,391,245	-
Small County Road Assistance Program - Osteen Road	55.016	430725-1-58-01	792,417	-	-	14,330	14,330	-
Small County Road Assistance Program - East Ellison Road	55.016	430741-1-58-01	163,919	-	-	7,656	7,656	-
Small County Road Assistance Program - North Ellison Road	55.016	431643-1-58-01	229,088	-	-	5,808	5,808	-
			2,815,225	524,378	-	2,079,730	2,084,060	-
Total Florida Department of Transportation			2,851,858	545,795	-	2,083,776	2,108,106	-
<i>Florida Department of Health</i>								
<i>EMS Grant Program</i>								
	64.006	C2062	3,310	-	-	3,310	3,310	-
<i>Florida Fish and Wildlife Conservation Commission</i>								
<i>Florida Roadway Improvement Program Grant</i>								
	77.006	13265	178,411	-	-	136	136	-
			178,411	-	-	136	136	-
Total Non-Major Programs			3,635,166	712,600	24,396	2,395,396	2,390,270	53,645
Total State Financial Assistance			\$ 9,047,246	\$ 2,620,846	\$ 640,264	\$ 6,216,431	\$ 5,114,808	\$ 605,683

Schedule of Expenditures of Federal Awards and State Financial Assistance.

TAYLOR COUNTY, FLORIDA

Notes to Schedule of Expenditures of Federal Awards and State Financial Assistance

For the Fiscal Year Ended September 30, 2014

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The accounting policies and presentation of the Single Audit Report of Taylor, County, Florida, (the "County") have been designed to conform to generally accepted accounting principles as applicable to governmental units, including the reporting and compliance requirements of the Audits of States, Local Governments, and Non-Profit Organizations and Office of Management and Budget Circular A-133 and Chapter 10.550, Rules of the Auditor General of Florida.

A. Reporting Entity

The reporting entity consists of Taylor County, the primary government, and each of its component units. The County includes a Schedule of Expenditures of Federal Awards and State Financial Assistance in the Compliance Section

B. Basis of Accounting

Basis of accounting refers to when revenues and expenditures or expenses are recognized in the accounts and reported in the financial statements. Basis of accounting related to the timing of the measurements made, regardless of the measurement focus.

The modified accrual basis of accounting is followed in the Schedule of Expenditures of Federal Awards and State Financial Assistance. Under the modified accrual basis, revenues are recognized when they become measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the County considers revenues to be available if they are collected within 60 days after the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting.

**TAYLOR COUNTY, FLORIDA
SCHEDULE OF FINDINGS
For the Fiscal Year Ended September 30, 2014**

Summary of Auditor's Results

Financial Statements

Type of auditor's report issued	Unqualified
Internal control over financial reporting	
*Material weakness identified?	No
*Significant deficiencies identified not considered to be a material weakness?	None reported
Noncompliance material to financial statements	No

STATE FINANCIAL ASSISTANCE

Internal control over major programs:	
* Material weakness identified?	No
* Significant deficiencies identified that are not considered to be material weaknesses?	None reported

Type of auditor's report issued on compliance for major programs:	Unqualified
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Any audit findings disclosed that are required to be reported in accordance with rule 10.656, <i>Rules of the Auditor General</i> ?	No
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CSFA Number

Name of State Program

52.301

Florida Housing Finance Corporation

State Housing Initiatives Program

Florida Department of Transportation

55.009

Small County Outreach Program

55.004

Joint Participation Agreement- Tree Removal

55.004

Joint Participation Agreement- Construction Storage Hangers

Florida Department of Management Services

72.001

911 Wireless State Funds

Dollar threshold used to distinguish between Type A and Type B programs:	\$ 300,000
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Financial Statement Findings

None

State Financial Assistance Findings and Questioned Costs

None

MANAGEMENT LETTER

Honorable Board of County Commissioners
and Constitutional Officers
Taylor County, Florida

We have audited the financial statements of Taylor County, Florida (the County), as of and for the year ended September 30, 2014, and have issued our report thereon dated February 19, 2015.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*, Independent Auditor's Report on Compliance and Internal Control over Compliance Applicable to each Major Federal Awards Program and State Financial Assistance Project, and Schedule of Findings. Disclosures in those reports and schedule, which are dated February 19, 2015, should be considered in conjunction with this management letter. Additionally, our audit was conducted in accordance with Chapter 10.550, *Rules of the Auditor General*, which govern the conduct of local governmental entity audits performed in the State of Florida and require that the following items be addressed in this letter.

BOARD OF COUNTY COMMISSIONERS

PRIOR YEAR FINDINGS

There were no reportable findings in the prior year.

CURRENT YEAR FINDINGS

There were no reportable findings in the current year.

CLERK OF THE CIRCUIT COURT

PRIOR YEAR FINDINGS

There were no reportable findings in the prior year.

CURRENT YEAR FINDINGS

There were no reportable findings in the current year.

PROPERTY APPRAISER

PRIOR YEAR FINDINGS

There were no reportable findings in the prior year.

CURRENT YEAR FINDINGS

There were no reportable findings in the current year.

SHERIFF

PRIOR YEAR FINDINGS

The prior year findings regarding inventory of fixed assets were corrected in the current year.

CURRENT YEAR FINDINGS

There were no reportable findings in the current year.

SUPERVISOR OF ELECTIONS

PRIOR YEAR FINDINGS

There were no reportable findings in the prior year.

CURRENT YEAR FINDINGS

There were no reportable findings in the current year.

TAX COLLECTOR

PRIOR YEAR FINDINGS

There were no reportable findings in the prior year.

CURRENT YEAR FINDINGS

There were no reportable findings in the current year.

AUDITOR GENERAL COMPLIANCE MATTERS

Annual Local Government Financial Report - The Financial Report filed with the Department of Financial Services pursuant to Section 218.32(1)(a), *Florida Statutes*, is in agreement with the accompanying financial report of Taylor County, Florida, for the year ended September 30, 2014.

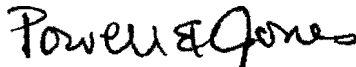
Financial Emergency Status - We determined that the County had not met any of the conditions described in Section 218.503(1), *Florida Statutes*, that might result in a financial emergency.

Financial Condition Assessment - As required by the *Rules of the Auditor General* (Sections 10.554(g)(6)c. and 10.556), we applied financial condition assessment procedures. It is management's responsibility to monitor the entity's financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information they provided.

Deteriorating Financial Conditions - We noted no deteriorating financial conditions within the County during the year.

CONCLUSION

We have reviewed information regarding our audit with appropriate County officials and management and have provided them with appropriate documentation as requested. We very much enjoyed the challenges and experiences associated with this audit of the County. We look forward to a long and mutually beneficial relationship with the Board of County Commissioners and other County Officials and employees. We also appreciate the helpful assistance and courtesy afforded us by all County employees.



POWELL & JONES
Certified Public Accountants
February 19, 2015

INDEPENDENT ACCOUNTANT'S REPORT

To the Board of County Commissioners
and Constitutional Officers
Taylor County, Florida

We have examined Taylor County, Florida's (the County) compliance with Section 218.415, *Florida Statutes*, regarding the investment of public funds during the year ended September 30, 2014. We have also examined the Clerk of the Circuit Court's (Clerk's) compliance with Section 28.35, *Florida Statutes* as to the following during the fiscal year ended September 30, 2014:

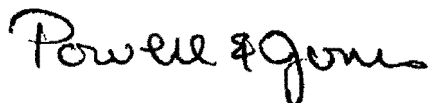
- a. The budget certified by the Florida Clerk of Courts Operations Corporation.
- b. The performance standards developed and certified to Section 28.35, *Florida Statutes*.

Management is responsible for the County's and Clerk's respective compliance with those requirements. Our responsibility is to express an opinion on the County's and the Clerk's respective compliance based on our examinations.

Our examinations were conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included examining, on a test basis, evidence about the County's and the Clerk's compliance with those respective requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our examinations provide a reasonable basis for our opinion. Our examinations do not provide a legal determination on the County's and the Clerk's compliance with the specified requirements.

In our opinion, Taylor County, Florida and the Taylor County Clerk of the Circuit Court complied, in all material respects, with the aforementioned respective requirements for the year ended September 30, 2014.

This report is intended solely for the information and use of Taylor County, the Clerk and the Auditor General, State of Florida, and is not intended to be and should not be used by anyone other than these specified parties.



POWELL & JONES
Certified Public Accountants
February 19, 2015

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:


Board to hold second of two public hearings at 6:00 pm to discuss and receive public input regarding the upcoming funding cycle and possible grant submission for the 2016-2017 Florida Department of State Cultural Facilities Grant Program. Grants staff is recommending this grant be submitted requesting funding assistance for a second phase of the rehabilitation of Forest Capital Hall. The first public hearing was held May 4, 2015 at 6:20 p.m.

MEETING DATE REQUESTED:

April 19, 2015

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

Recommended Action: Not applicable

Fiscal Impact: This grant program requires a 1:1 match, however bed tax funds and donations (if applicable) could be used for the match. Match funds will not be needed until after July 1, 2016.

Budgeted Expense: Y/N See Above

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The Cultural Facilities Grant Programs funding cycle is open and ends June 1. The first phase of the renovation of Forest Capital Hall is currently underway and is funded in part with a grant in the amount of \$215,550 from this program. This is a highly competitive grant and after grant applications are ranked, presentation are given before a panel selected by the Department of Cultural Affairs for final ranking.

Attachments: Not applicable

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.

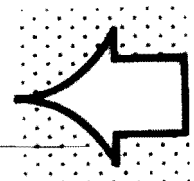
BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **GENERAL FUND** budget for the fiscal year ending September 30, 2015.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
\$51,780	001-3373001	SRWMD Grant - Forest Capital Hall / Sewer Service Project
\$51,780	0494-53401	Contractual Services

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 19th day of May, 2015 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2015 with a motion by Commissioner _____, seconded by Commissioner _____, and carried unanimously.

Annie Mae Murphy, Clerk-Auditor

Chairman



**SIGN
HERE**

(Funding assistance awarded 2015 fiscal year by Suwannee River Water Management District)

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

Melody Cox
Administrative Services

850-838-3553
850-838-3501 Fax

grants.coordinator@taylorcountygov.com

MEMORANDUM

DATE: April 30, 2015

TO: Tammy

FROM: Melody

RE: Budget Amendment Request – New Grant
SRWMD RIVER Grant - Forest Capital Hall

YCH Sewer Proj / SRWMD Grant
#0494
JH 5/12/15

Tammy,

Attached please find documentation of a new grant for the above referenced. The grant has a total project cost of \$55,922.40. The grant will be for \$51,780.00 and there will be a match of \$4,142. The match has already been set aside and encumbered in Account 0493-53401 with Purchase Order #20150878. The budget should be as follows:

→ YCH Remainder Project

Acct. 53401 Contractual Services \$51,780.00

< The connection of FCH to the municipal sewer system and the abandoning and backfill of the existing onsite septic tanks. >

TOTAL BUDGET \$51,780.00

Please let me know if you have any questions or need any additional information.

Melody
Thanks!
Melody

*Review acct:
001 - 3373001*

*Agenda for 5/19/15
Meeting*

MEMORANDUM OF AGREEMENT

FOR

COST SHARE ASSISTANCE

THIS MEMORANDUM OF AGREEMENT (hereinafter the "AGREEMENT"), by and between the Suwannee River Water Management District, a special taxing district organized under Chapter 373, Florida Statutes, whose address is 9225 CR 49, Live Oak, Florida 32060, (hereinafter the "DISTRICT"), and Taylor County, whose address is 201 E. Green Street, Perry, Florida, 32347 (hereinafter the "COOPERATOR"), is entered into this _____ day of _____, 2015.

WITNESSETH:

WHEREAS, COOPERATOR and DISTRICT (collectively the "PARTIES") desire to engage in projects that enhance the DISTRICT's water supply, water quality, flood protection and/or natural systems; and

WHEREAS, the COOPERATOR has identified to the DISTRICT a certain project that the COOPERATOR wishes to accomplish which will enhance the DISTRICT's water supply, water quality, flood protection and/or natural systems; and

WHEREAS, the DISTRICT has evaluated such project and agrees that such project would enhance the DISTRICT's water supply, water quality, flood protection and/or natural systems; and

WHEREAS, the DISTRICT has funds available and wishes to assist in the funding of such project provided that it is given certain assurances; and

WHEREAS, the COOPERATOR desires that financial assistance of the DISTRICT in funding such project; and

WHEREAS, the parties have reached an agreement concerning the above and it is the mutual desire of the PARTIES to commit such agreement to writing and thereby create a legally enforceable contract between the parties.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The above recitals are true and correct and incorporated herein by reference.
2. The COOPERATOR has proposed a certain project (hereinafter the "PROJECT") to enhance the DISTRICT's water supply, water quality, flood protection and/or natural systems.
3. A description and scope of the PROJECT is attached hereto as Exhibit "A".
4. The DISTRICT has evaluated the PROJECT and finds that the PROJECT is a worthwhile project and believes that the PROJECT will enhance the DISTRICT's water supply, water quality, flood protection and/or natural systems. The DISTRICT agrees to

assist the COOPERATOR in completing the PROJECT by partially funding the cost of the PROJECT.

5. The DISTRICT's funding of the PROJECT, including total estimated cost of the PROJECT and the total funds to be paid by the DISTRICT is shown on Exhibit "B".
6. The DISTRICT's obligation to fund the PROJECT is contingent on the COOPERATOR accomplishing certain things and meeting certain goals, to the satisfaction of the DISTRICT including preparing plans, obtaining permits, inspections, deliverables, milestones, retainage, when the COOPERATOR may send invoices, etc. is shown in exhibits.
7. The terms under which the DISTRICT will be obligated to pay its share of the funding of the PROJECT, including, inspections, deliverables, milestones, retainage, when the COOPERATOR may send invoices, etc. is shown in Exhibit "C".
8. Upon the DISTRICT's payment of funds as set out herein the COOPERATOR will be required to complete the PROJECT as provided herein.

MISCELLANEOUS

9. The PARTIES agree that the following persons are the designated Project Managers and are to have direct, primary, and continuing responsibility for the work under this AGREEMENT. The COOPERATOR's Project Manager shall have the authority to interpret this AGREEMENT for the COOPERATOR and act to give all approvals for the COOPERATOR.

DISTRICT Project Manager

Patrick Webster
9225 CR 49
Live Oak, Florida 32060
386.647.3126
PJW@srwmd.org

COOPERATOR Project Manager

Melody Cox
201 E. Green Street
Perry, FL 32347
850.838.3553
melody.cox@taylorcountygov.com

10. The COOPERATOR shall maintain books, records and documents directly pertinent to performance under this AGREEMENT in accordance with generally accepted accounting principles consistently applied. The DISTRICT, or its authorized representative, shall have access to such records for audit purposes during the term of this AGREEMENT and for three years following completion.
11. The COOPERATOR shall secure and obtain all local, regional, state, federal, and any other permits (including permits from the DISTRICT) required for activities listed herein and shall adhere to all permitting requirements.
12. Nothing in this AGREEMENT shall be construed as either limiting or extending the statutory jurisdiction of any of the signatories hereto.
13. The provisions of this AGREEMENT are for the sole and exclusive benefit of the PARTIES, and no provision of this AGREEMENT will be deemed for the benefit of any other person or entity.

IN WITNESS WHEREOF, COOPERATOR and DISTRICT have hereto set their hands and seals on the day and year indicated below.

EXECUTED by the COOPERATOR on April 21, 2015.

By: 

Print Name Patricia Patterson

As its Chairman

EXECUTED by the DISTRICT on _____, 2015.

SUWANNEE RIVER WATER
MANAGEMENT DISTRICT

By: _____
Ann B. Shortelle, Ph.D.
As its Executive Director

Approved as to Conformance to DISTRICT
Budgetary and Administrative Procedures:

Tim Sagul, P.E., CFM
Director, Resource Management

Patrick Webster, P.E., CFM
Senior Professional Engineer

EXHIBIT A
PROJECT DESCRIPTION AND SCOPE OF WORK

Project Name: Forest Capital Hall Municipal Sewer Service Project

Project Description:

The intent of this PROJECT is to abandon and remove three (3) septic systems which currently do not function properly and connect the sewer services into the City of Perry's existing sewer system.

All labor, materials and equipment costs shall be initially born by the COOPERATOR subject to reimbursement as provided herein.

Scope of Work: Specifically the COOPERATOR shall:

1. Provide administrative services, engineering, design ,
2. Provide mobilization,
3. Conduct all construction activities,
4. Conduct all construction oversight, inspections.
5. Maintain and operate the system improvements.

COOPERATOR will measure, as reasonably as possible, the benefits of the improvements on yearly cost savings to the COOPERATOR for two years. This information shall be provided to the DISTRICT on the yearly anniversary date of the date of completion.

EXHIBIT B
PROJECT COST ESTIMATE AND COST SHARE FUNDING BREAKDOWN

Project Name: Forest Capital Hall Municipal Sewer Service Project

Item	QTY.	Unit	Unit Cost	Total
Construction Services				
Mobilization	1	LS	\$5,000.00	\$5,000.00
Layout	1	LS	\$500.00	\$500.00
HDPE Force Main (1.5 & 2")	1,200	LF	\$10.00	\$12,000.00
Cleanouts	3	EA	\$200.00	\$600.00
Gravity Lateral – PVC/SDR 35	120	LF	\$20.00	\$2,400.00
Abandon Onsite Septic Tanks – crush/backfill leave in place	3	EA	\$2,000.00	\$6,000.00
E-One Duplex Grinder Station - w/ancillary wiring /appurtenances	2	EA	\$8,500.00	\$17,000.00
Performance Turf, Sod	2,320	SY	\$3.00	\$6,960.00
2" Directional Drill@ Forest Park Drive	60	LF	\$22.00	\$1,320.00
SUBTOTAL				\$51,780.00
In-Kind Services				
Project Administration	3%	LS		\$1,553.40
Design/Engineering	5%	LS		\$2,589.00
TOTAL CONSTRUCTION COSTS				\$55,922.40

The District reimbursable amount is not to exceed \$51,780.00. —

The Cooperator shall provide ~~\$4,142.00~~ and all other costs which could exceed the total estimated project costs above to complete the project.

→ County Match
(0493-53401)

**TAYLOR COUNTY
BOARD OF COUNTY COMMISSIONERS**
PO BOX 620
PERRY, FL 32348

PURCHASE ORDER NO. 20150878

PAGE NO. 1

Submit original invoice to the above address

VENDOR
6919 FAX: 352-463-8098
GRAY CONSTRUCTION SERVICES, INC.
222 WEST WADE STREET
TRENTON FL 32693

SHIP TO
TAYLOR CO. ADMINSTRATIVE COMPLEX
201 E. GREEN STREET
P. O. BOX 620
PERRY, FL. 32347
ATTN: KENNETH DUDLEY
purchasing@taylorcountygov.com

ORDER DATE: 03/20/15		BUYER: KENNETH DUDLEY		REQ. NO.: R1500994	REQ. DATE:
TERMS: NET 30 DAYS		F.O.B.:		DESC.: FOREST CAPITAL HALL RENOV	
ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00	LS	DESIGN/BUILD PROJECT PROJECT NO. 2013-006-ENG	626025.0000	626,025.00

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	626,025.00
01	0492 FCH Cultural Center	215,500.00	grant	TOTAL \$ 626,025.00	
01	0493 FCH Remodeling	195,025.00	- County Funds		
01	1361 Trustee Per Funding	215,500.00	Red Tax		
New/Add. # 51,780		(0494-53401)	Shawcroft - Sewer Proj.		

APPROVED BY

[Signature]
COUNTY ADMINISTRATOR
[Signature]
DIRECTOR OF PURCHASING

Mission:

To protect, promote & improve the health of all people in Florida through integrated state, county & community efforts.



Rick Scott
Governor

9

John H. Armstrong, MD, FACS
State Surgeon General & Secretary

Vision: To be the Healthiest State in the Nation

May 7, 2015

Ms. Tammy Taylor
Finance Director
Taylor County Board of County Commissioners
PO Box 620
Perry, FL 32348

RE: First Quarter Invoice

Dear Ms. Taylor:

This letter is to request payment of the County contribution to the Florida Department of Health in Taylor County for the first quarter of the contract period October 1, 2014 through September 30, 2015 in the amount of \$12,500.00.

PAYMENT NUMBER	DUE DATE	AMOUNT
Payment #1	January 1, 2015	<u>\$12,500.00</u>
Payment #2	April 1, 2015	\$12,500.00
Payment #3	July 1, 2015	\$12,500.00
Payment #4	October 1, 2015	<u>\$12,500.00</u>
Annual contribution per contract year 2014-2015:		<u>\$50,000.00</u>

Please mail payment to: Florida Department of Health in Taylor County
1215 North Peacock Avenue
Perry, FL 32347

We appreciate the contribution that the Board makes to the Health Department and the citizens of Taylor County. Should you have any questions, please feel free to contact me at 584-5087, ext. 142.

Sincerely,

Charlotte Sorrell
Business Manager

agenda/consent 5/19/15

Taylor
Contract Management Variance Report
for Period 10/01/2014 to 12/31/2014

Program	Reported FTEs	Planned FTEs	% Variance FTE	Reported Clients/Units	Planned Clients/Units	% Variance Clients/Units	Reported Visits/Services	Planned Visits/Services	% Variance Visits/Services	Reported Expenditures	Planned Expenditures	% Variance Expenditures
Communicable Disease Section												
01:Immunization	0.41	0.41	0.00	191	66	190.49	215	77	181.05	\$14,725.23	\$7,425.00	98.32
02:Sexually Trans. Dis.	0.33	0.33	0.00	26	41	-36.59	41	59	-29.91	\$5,112.78	\$7,220.00	-29.16
03:AIDS	0.02	0.03	-33.33	1	1	0.00	4	4	0.00	\$254.13	\$3,942.00	-93.55
04:Tuberculosis	0.14	0.10	40.00	27	17	56.52	53	42	26.95	\$3,269.85	\$1,979.00	65.23
06:Comm. Dis. Surv.	0.11	0.24	-54.17	0	0		0	0		\$2,116.16	\$4,692.00	-54.90
09:Hepatitis	0.00	0.01	-100.00	1	0		2	0		\$66.76	\$147.00	-54.59
16:Preparedness and Response	0.06	0.02	300.00	0	0		0	0		\$2,026.89	\$426.00	976.80
18:Refugee Health	0.00	0.00		0	0		0	0		\$0.00	\$0.00	
80:Vital Records	0.21	0.25	-16.00	261	394	-33.76	561	626	-10.28	\$2,538.47	\$3,142.00	-19.21
Communicable Disease Totals	1.30	1.39	-6.47	507	519	-2.31	876	905	8.59	\$30,110.28	\$28,973.00	3.93
Primary Care Section												
10:Chronic Disease Prevention Pro	0.18	0.11	63.64	0	6	-100.00	0	0	-100.00	\$3,592.89	\$4,483.00	-19.86
12:Tobacco Use Intervention	2.56	2.57	-0.39	0	0		0	0		\$40,811.94	\$36,661.00	11.32
21:WIC	0.00	0.00		768	0		768	0		\$0.00	\$0.00	
23:Family Planning	2.86	3.10	-7.74	113	144	-21.53	262	328	-14.02	\$45,687.15	\$49,847.00	-8.39
25:Improved Pregnancy Outcome	1.09	1.19	-8.40	24	26	-6.80	140	160	-12.50	\$17,427.73	\$22,046.00	-20.95
27:Healthy Start Prenatal	1.72	2.03	-15.27	25	36	-31.03	457	540	-15.41	\$21,901.12	\$30,785.00	-28.86
29:Comprehensive Child Health	0.02	0.07	-71.43	0	8	-100.00	0	9	-100.00	(\$72.95)	\$1,088.00	-106.70
31:Healthy Start Child	1.76	1.62	8.64	17	33	-47.69	492	344	43.02	\$17,097.02	\$19,937.00	-14.24
34:School Health	7.05	10.67	-33.93	0	0		19,870	22,868	-13.11	\$132,270.99	\$139,702.00	-5.32
37:Comprehensive Adult Health	0.53	0.53	0.00	39	70	-44.29	45	98	-53.85	\$6,080.86	\$22,806.00	-73.34
38:Community Health Development	0.06	0.16	-50.00	0	0		0	0		\$2,713.38	\$11,309.00	-76.01
40:Dental Health	5.41	4.72	14.62	460	374	22.99	892	861	3.57	\$115,573.37	\$108,242.00	6.77
Primary Care Totals	23.06	26.77	-13.11	1,448	695	107.83	22,946	25,207	-8.97	\$403,063.60	\$446,906.00	-9.81
Environmental Health Section												
1:Water & Onsite Sewage	0.89	0.68	30.88	50	29	75.44	92	62	49.59	\$15,489.28	\$13,734.00	12.78
2:Facility Programs	0.22	0.40	-45.00	11	43	-74.27	28	90	-68.89	\$5,940.13	\$6,735.00	-11.80
3:Groundwater Contamination Program	0.00	0.00		0	0		0	0		\$0.00	\$0.00	
4:Community Hygiene	0.08	0.03	166.67	8	3	190.91	20	7	196.30	\$1,391.04	\$674.00	106.39
Environmental Health Totals	1.19	1.11	7.21	69	74	-6.76	140	159	-11.53	\$22,820.45	\$21,143.00	7.93

Taylor
Contract Management Analysis of Fund Equities
for Period July 2013 to December 2013

Object Codes	State Year to Date	CHD Year to Date	Total Year to Date
Fund Balance Section			
Fund Balance 07/2013	\$38,977.09	(\$147,351.49)	(\$108,374.40)
Revenue Section			
Communicable Disease Section			
001009 Debit Memo - Bad Checks	\$0.00	\$37.57	\$37.57
001029 3rd Party Reimbursements	\$0.00	(\$2,473.30)	(\$2,473.30)
001077 Clinic Fee - County	\$0.00	(\$3,854.82)	(\$3,854.82)
001078 MEDICAID ADMINISTRATION OF VACCINE	\$0.00	(\$849.69)	(\$849.69)
001087 MEDICAID STD	\$0.00	(\$3,471.48)	(\$3,471.48)
001114 Vital Statistics - Birth Certificate	\$0.00	(\$4,955.00)	(\$4,955.00)
001115 Vital Statistics - Death Certificate	\$0.00	(\$7,448.00)	(\$7,448.00)
005041 Interest Earned - State Investment Account	\$0.00	(\$242.62)	(\$242.62)
007000 Federal Grants	(\$2,747.32)	\$0.00	(\$2,747.32)
008034 BCC Contribution from General Fund	\$0.00	(\$4,744.16)	(\$4,744.16)
012021 Service Charge on Returned Check	\$0.00	(\$3.80)	(\$3.80)
015010 Transfers Within Agency	(\$1,366.17)	\$0.00	(\$1,366.17)
015040 CATEGORICAL GENERAL REVENUE	(\$1,500.00)	\$0.00	(\$1,500.00)
015050 NON CATEGORICAL GENERAL REVENUE	(\$10,539.04)	\$0.00	(\$10,539.04)
015060 Non-Categorical Tobacco Rebasing	(\$107.94)	\$0.00	(\$107.94)
018000 Refunds	(\$136.06)	(\$605.64)	(\$741.70)
Communicable Disease Totals	(\$16,396.52)	(\$28,610.94)	(\$45,007.46)
Primary Care Section			
001009 Debit Memo - Bad Checks	\$0.00	\$59.69	\$59.69
001029 3rd Party Reimbursements	\$0.00	(\$17,566.92)	(\$17,566.92)
001077 Clinic Fee - County	\$0.00	(\$7,161.60)	(\$7,161.60)
001082 MEDICAID DENTAL	\$0.00	(\$12,458.70)	(\$12,458.70)

Taylor
Contract Management Analysis of Fund Equities
for Period July 2013 to December 2013

Object Codes	State Year to Date	CHD Year to Date	Total Year to Date
001083 Medicaid-Family Planning	\$0.00	(\$39,076.70)	(\$39,076.70)
001090 Medicare - Part B	\$0.00	(\$10,471.26)	(\$10,471.26)
001148 Medicaid HMO Non-Capitation	\$0.00	(\$172,507.25)	(\$172,507.25)
001191 MEDICAID MATERNITY	\$0.00	(\$26,532.15)	(\$26,532.15)
001192 MEDICAID COMPREHENSIVE CHILD	\$0.00	(\$1,250.82)	(\$1,250.82)
001193 MEDICAID COMPREHENSIVE ADULT	\$0.00	(\$10,486.56)	(\$10,486.56)
001208 Medipass Case Management Fee	\$0.00	(\$416.00)	(\$416.00)
005041 Interest Earned - State Investment Account	\$0.00	(\$385.40)	(\$385.40)
007000 Federal Grants	(\$127,655.48)	\$0.00	(\$127,655.48)
008034 BCC Contribution from General Fund	\$0.00	(\$7,535.98)	(\$7,535.98)
008050 School Board Contribution	\$0.00	(\$12,211.35)	(\$12,211.35)
010300 SALE OF GOODS AND SERVICES TO STATE AGENCIES	\$0.00	(\$4.00)	(\$4.00)
011001 Healthy Start Coalition	\$0.00	(\$126,228.14)	(\$126,228.14)
012021 Service Charge on Returned Check	\$0.00	(\$6.03)	(\$6.03)
015010 Transfers Within Agency	(\$140,362.87)	\$0.00	(\$140,362.87)
015040 CATEGORICAL GENERAL REVENUE	(\$100,700.00)	\$0.00	(\$100,700.00)
015050 NON CATEGORICAL GENERAL REVENUE	(\$135,446.99)	\$0.00	(\$135,446.99)
015060 Non-Categorical Tobacco Rebasing	(\$1,387.23)	\$0.00	(\$1,387.23)
015075 Transfer of Federal Grant from Another Agency	(\$79,809.08)	\$0.00	(\$79,809.08)
018000 Refunds	(\$1,748.58)	(\$962.05)	(\$2,710.63)
038000 Twelve Mth Warrant Cancellation	(\$20.94)	(\$2.26)	(\$23.20)
Primary Care Totals	(\$587,131.17)	(\$445,203.49)	(\$1,032,334.66)
Environmental Health Section			
001009 Debit Memo - Bad Checks	\$0.00	\$1.74	\$1.74
001020 Environmental Health Permits	(\$10,845.00)	\$0.00	(\$10,845.00)
001092 Environmental Health Fee - State	(\$21,474.00)	\$0.00	(\$21,474.00)
001093 CHD On-line Billing Fee	(\$171.00)	\$0.00	(\$171.00)
001094 Environmental Health Fee - County	\$0.00	(\$1,790.00)	(\$1,790.00)
005041 Interest Earned - State Investment Account	\$0.00	(\$11.24)	(\$11.24)
008034 BCC Contribution from General Fund	\$0.00	(\$219.86)	(\$219.86)
012021 Service Charge on Returned Check	\$0.00	(\$0.18)	(\$0.18)
015010 Transfers Within Agency	(\$2,482.03)	\$0.00	(\$2,482.03)
015050 NON CATEGORICAL GENERAL REVENUE	(\$13,052.83)	\$0.00	(\$13,052.83)
015060 Non-Categorical Tobacco Rebasing	(\$133.69)	\$0.00	(\$133.69)
018000 Refunds	(\$168.51)	(\$28.07)	(\$196.58)

Taylor
Contract Management Analysis of Fund Equities
for Period July 2013 to December 2013

Object Codes	State Year to Date	CHD Year to Date	Total Year to Date
Unallocated Section			
015010 Transfers Within Agency	(\$2,874.93)	\$0.00	(\$2,874.93)
015050 NON CATEGORICAL GENERAL REVENUE	(\$22,178.13)	\$0.00	(\$22,178.13)
015060 Non-Categorical Tobacco Rebasing	(\$227.15)	\$0.00	(\$227.15)
018000 Refunds	(\$286.31)	\$0.00	(\$286.31)
Unallocated Totals	(\$25,566.52)	\$0.00	(\$25,566.52)
Non-Operating Section			
001206 Central Office Surcharge	(\$3,440.00)	\$0.00	(\$3,440.00)
Non-Operating Total	(\$3,440.00)	\$0.00	(\$3,440.00)
Total Revenue	(\$680,861.27)	(\$475,862.03)	(\$1,156,723.30)
Expenditures - YTD Section			
01 Communicable Disease	\$16,299.61	\$53,693.92	\$69,993.54
02 Primary Care	\$527,202.99	\$357,977.91	\$885,180.89
03 Environmental Health	\$46,227.28	\$3,283.50	\$49,510.79
04 Non-Operating	\$17,710.40	\$0.00	\$17,710.40
Total Expenditures	\$607,440.29	\$414,955.34	\$1,022,395.62
Change in Fund Balance	(\$73,420.99)	(\$60,906.69)	(\$134,327.68)
Ending Equity Balance	(\$34,443.89)	(\$208,258.19)	(\$242,702.08)

Taylor
Contract Management Variance Report
for Period 10/01/2014 to 12/31/2014

Program	Reported FTEs	Planned FTEs	% Variance FTE	Reported Clients/Units	Planned Clients/Units	% Variance Clients/Units	Reported Visits/Services	Planned Visits/Services	% Variance Visits/Services	Reported Expenditures	Planned Expenditures	% Variance Expenditures
Communicable Disease Section												
01:Immunization	0.41	0.41	0.00	191	66	190.49	215	77	181.05	\$14,725.23	\$7,425.00	98.32
02:Sexually Trans. Dis.	0.33	0.33	0.00	26	41	-36.59	41	59	-29.91	\$5,112.78	\$7,220.00	-29.18
03-A1:HIV/AIDS Prevention	0.00	0.00		0	0		0	0		\$37.68	\$0.00	
03-A2:HIV/AIDS Surveillance	0.00	0.00		0	0		0	0		\$0.00	\$0.00	
03-A3:HIV/AIDS Patient Care	0.00	0.00		0	0		0	0		\$0.00	\$0.00	
03-A4:ADAP	0.02	0.03	-33.33	1	1	0.00	4	4	0.00	\$216.45	\$3,942.00	-94.51
04:Tuberculosis	0.14	0.10	40.00	27	17	56.52	53	42	26.95	\$3,269.85	\$1,979.00	66.23
06 Comm. Dis. Surv.	0.11	0.24	-54.17	0	0		0	0		\$2,118.16	\$4,692.00	-54.93
09:Hepatitis	0.00	0.01	-100.00	1	0		2	0		\$66.76	\$147.00	-54.58
16:Preparedness and Response	0.08	0.02	300.00	0	0		0	0		\$2,026.89	\$426.00	975.80
18:Refugee Health	0.00	0.00		0	0		0	0		\$0.00	\$0.00	
80:Vital Records	0.21	0.25	-16.00	261	394	-33.76	561	625	-10.26	\$2,536.47	\$3,142.00	-19.21
Communicable Disease Totals	1.30	1.39	-6.47	507	519	-2.31	876	806	8.68	\$30,110.26	\$28,973.00	3.93
Primary Care Section												
10:Chronic Disease Prevention Pro	0.18	0.11	63.64	0	6	-100.00	0	0	-100.00	\$3,592.89	\$4,483.00	-19.86
12:Tobacco Use Intervention	2.56	2.57	-0.39	0	0		0	0		\$40,811.94	\$36,661.00	11.32
21-W1-WIC	0.00	0.00		788	0		788	0		\$0.00	\$0.00	
21-W2:WIC Breastfeeding Peer Counseling	0.00	0.00		0	0		0	0		\$0.00	\$0.00	
23:Family Planning	2.86	3.10	-7.74	113	144	-21.53	282	328	-14.02	\$45,667.15	\$49,847.00	-8.39
25:Improved Pregnancy Outcome	1.09	1.19	-8.40	24	26	-8.80	140	160	-12.50	\$17,427.73	\$22,046.00	-20.95
27:Healthy Start Prenatal	1.72	2.03	-15.27	25	36	-31.03	457	540	-15.41	\$21,901.12	\$30,785.00	-28.86
29:Comprehensive Child Health	0.02	0.07	-71.43	0	8	-100.00	0	9	-100.00	(\$72.95)	\$1,088.00	-106.70
31:Healthy Start Child	1.76	1.62	8.64	17	33	-47.69	492	344	43.02	\$17,097.02	\$19,937.00	-14.24
34:School Health	7.05	10.67	-33.83	0	0		19,870	22,868	-13.11	\$132,270.99	\$139,702.00	-5.32
37:Comprehensive Adult Health	0.53	0.53	0.00	39	70	-44.29	45	96	-53.85	\$6,080.86	\$22,806.00	-73.34
38:Community Health Development	0.08	0.16	-50.00	0	0		0	0		\$2,713.38	\$11,309.00	-76.01
40:Dental Health	5.41	4.72	14.62	460	374	22.99	892	861	3.57	\$115,573.37	\$106,242.00	6.77
Primary Care Totals	23.26	26.77	-13.11	1,546	656	107.61	22,916	25,207	-9.97	\$403,063.50	\$445,906.00	-9.81
Environmental Health Section												
44:TATTOO FACILITIES SERVICES	0.01	0.00		0	0		0	0		\$218.38	\$30.00	821.28
45:Community Envir. Health	0.00	0.00		0	0		0	0		\$0.00	\$0.00	
46:Injury Prevention	0.00	0.00		0	0		0	0		\$0.00	\$0.00	
47:Coastal Beach Monitoring	0.00	0.00		0	0		0	0		\$107.10	\$0.00	
48:Food Hygiene	0.10	0.16	-37.50	1	9	-88.89	6	36	-83.22	\$3,066.95	\$2,008.00	63.73
49:Body Piercing Facilities Services	0.00	0.00		0	0		0	0		\$0.00	\$21.00	-100.00

Taylor
Contract Management Variance Report
for Period 10/01/2014 to 12/31/2014

Program	Reported FTEs	Planned FTEs	% Variance FTE	Reported Clients/Units	Planned Clients/Units	% Variance Clients/Units	Reported Visits/Services	Planned Visits/Services	% Variance Visits/Services	Reported Expenditures	Planned Expenditures	% Variance Expenditures
50:Lead Monitoring Services	0.00	0.00		0	0		0	0		\$0.00	\$0.00	
51:Group Care Facility	0.01	0.02	-50.00	0	6	-100.00	1	9	-88.89	\$186.05	\$370.00	-49.18
52:Migrant Labor Camp	0.00	0.00		0	0		0	0		\$0.00	\$0.00	
53:Housing & Pub. Bldg.	0.00	0.00		0	0		0	0		\$0.00	\$0.00	
54:Mobile Home And Park	0.06	0.03	100.00	10	6	73.91	21	12	78.72	\$2,387.41	\$605.00	294.61
55:Storage Tank Compliance Serv	0.00	0.00		0	0		0	0		\$0.00	\$0.00	
56:SUPER Act Services	0.00	0.00		0	0		0	0		\$0.00	\$0.00	
57:United Use Public Water Systems	0.03	0.08	-62.50	11	5	144.44	23	10	142.11	\$262.26	\$1,618.00	-83.79
58:Public Water System	0.00	0.00		0	0		0	0		\$0.00	\$26.00	-100.00
59:Private Water System	0.01	0.00		0	0		0	0		\$277.98	\$118.00	135.57
60:Pools/Bathing Places	0.04	0.14	-71.43	0	12	-100.00	0	23	-100.00	\$270.27	\$2,465.00	-89.04
61:Onsite Sewage Treatment and Disposal	0.85	0.60	41.67	39	24	62.50	69	52	32.69	\$14,841.94	\$11,972.00	23.97
62:Public Sewage	0.00	0.00		0	0		0	0		\$0.00	\$0.00	
63:Solid Waste Disposal Service	0.00	0.00		0	0		0	0		\$0.00	\$0.00	
64:Biomedical Waste Services	0.01	0.05	-80.00	0	10	-100.00	0	10	-100.00	\$7.45	\$1,203.00	-99.38
65:Sanitary Nuisance	0.07	0.03	133.33	8	3	190.91	20	7	196.30	\$1,201.65	\$569.00	111.19
66:Rabies Surveillance	0.00	0.00		0	0		0	0		(\$27.03)	\$75.00	-136.03
67:Arbovirus Surveil.	0.00	0.00		0	0		0	0		\$0.00	\$0.00	
68:Rodent/Arthropod Control	0.00	0.00		0	0		0	0		\$0.00	\$0.00	
69:Tanning Facility Services	0.00	0.00		0	0		0	0		\$0.00	\$63.00	-100.00
70:Water Pollution	0.00	0.00		0	0		0	0		\$0.00	\$0.00	
71:Indoor Air	0.00	0.00		0	0		0	0		\$0.00	\$0.00	
72:Radiological Health	0.00	0.00		0	0		0	0		\$0.00	\$0.00	
73:Toxic Substances	0.00	0.00		0	0		0	0		\$0.00	\$0.00	
Environmental Health Totals	1.19	1.11	7.21	69	74	-6.76	140	153	-11.51	\$22,920.45	\$21,143.00	7.93

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

THE BOARD TO CONSIDER RATIFICATION OF THE BOARD OF COUNTY COMMISSIONERS CHAIRMAN'S SIGNATURE APPROVING BUDGET AMENDMENT SHOWING BUDGET ADJUSTMENT FOR LOCAL FUNDING AS AGENDAED BY GARY WAMBOLT, ENVIRONMENTAL SERVICES DIRECTOR

MEETING DATE REQUESTED:

May 4, 2015

Statement of Issue:

THE BOARD TO CONSIDER RATIFICATION OF THE BOARD OF COUNTY COMMISSIONERS CHAIRMAN'S SIGNATURE

Recommended Action: APPROVE

Fiscal Impact: NONE

Budgeted Expense: N/A

Submitted By: GARY WAMBOLT, ES DIRECTOR

Contact: 838-3533

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: STATE FUNDING FOR MOSQUITO CONTROL REQUIRES BUDGET AMENDMENT IS SUBMITTED TO REFLECT ADJUSTMENT OF FUNDS. AN ADJUSTMENT WAS MADE FOR ADDITIONAL MOSQUITO CONTROL CHEMICAL AND TRANSFER TO OFFICE SUPPLIES.

Options: APPROVE/NOT APPROVE

Attachments: BUDGET AMENDMENT No. 2 FOR MOSQUITO CONTROL LOCAL FUNDS



Florida Department of Agriculture and Consumer Services
Division of Agricultural Environmental Services

ARTHROPOD CONTROL BUDGET AMENDMENT

ADAM H. PUTNAM
COMMISSIONER

Section 388.361, F.S. and 5E-13.027, F.A.C.
Telephone (850) 617-7995 Fax (850) 617-7969

Submit to:
Mosquito Control Program
3125 Conner Blvd, Bldg 6

A STATEMENT EXPLAINING AND JUSTIFYING THE PROPOSED CHANGES SHOULD ACCOMPANY EACH APPLICATION FOR BUDGET AMENDMENT. USE PAGE TWO FOR THIS PURPOSE.

Amendment No. 2

Fiscal Year: 2014-2015

Date: 3/30/2015

Amending: Local Funds X State Funds (Check appropriate fund account to be amended. Use a separate form for each fund). The Board of Commissioners for Taylor District hereby submits to the Department of Agriculture and Consumer Services, for its consideration and approval, the following amendment for the current fiscal year as follows:

ESTIMATED RECEIPTS

NOTE: The budget cannot be amended to show an increase in receipts over the amount budgeted unless authorized.

Total Available Cash and Receipts	Reserves	Present Budget	Increase Request	Decrease Request	Revised Budget
\$ 36,924.00	\$ -	\$ 36,924.00	\$ 15,250.00	\$ 250.00	\$ 51,924.00

NAME SOURCE OF INCREASE: (Explain Decrease)

Increase in Ad Valorem and Transfer of Funds

BUDGETED RECEIPTS					
ACCT NO	Description	Present Budget	Increase Request	Decrease Request	Revised Budget
311	Ad Valorem (Current/Delinquent)	\$ 36,924.00	\$ 15,000.00	\$ -	\$ 51,924.00
334.1	State Grant	\$ -	\$ -	\$ -	\$ -
362	Equipment Rentals	\$ -	\$ -	\$ -	\$ -
337	Grants and Donations	\$ -	\$ -	\$ -	\$ -
361	Interest Earnings	\$ -	\$ -	\$ -	\$ -
364	Equipment and/or Other Sales	\$ -	\$ -	\$ -	\$ -
369	Misc./Refunds (prior yr expenditures)	\$ -	\$ -	\$ -	\$ -
380	Other Sources	\$ -	\$ -	\$ -	\$ -
389	Loans	\$ -	\$ -	\$ -	\$ -
TOTAL RECEIPTS		\$ 36,924.00	\$ 15,000.00	\$ -	\$ 51,924.00
Beginning Fund Balance		\$ -	\$ -	\$ -	\$ -
Total Budgetary Receipts & Balances		\$ 36,924.00	\$ 15,000.00	\$ -	\$ 51,924.00

BUDGETED EXPENDITURES

NOTE: Total increase must equal total decrease, unless the total "Present Budget" is revised.

ACCT NO	Uniform Accounting System Transaction	Present Budget	Increase Request	Decrease Request	Revised Budget
10	Personal Services	\$ 16,540.00	\$ -	\$ -	\$ 16,540.00
20	Personal Services Benefits	\$ 4,498.00	\$ -	\$ -	\$ 4,498.00
30	Operating Expense	\$ 125.00	\$ -	\$ -	\$ 125.00
40	Travel & Per Diem	\$ -	\$ -	\$ -	\$ -
41	Communication Services	\$ 695.00	\$ -	\$ -	\$ 695.00
42	Freight Services	\$ -	\$ -	\$ -	\$ -
43	Utility Service	\$ 275.00	\$ -	\$ -	\$ 275.00
44	Rentals & Leases	\$ -	\$ -	\$ -	\$ -
45	Insurance	\$ 1,300.00	\$ -	\$ -	\$ 1,300.00
46	Repairs & Maintenance	\$ 1,700.00	\$ -	\$ -	\$ 1,700.00
47	Printing and Binding	\$ -	\$ -	\$ -	\$ -
48	Promotional Activities	\$ -	\$ -	\$ -	\$ -
49	Other Charges	\$ 100.00	\$ -	\$ -	\$ 100.00
51	Office Supplies	\$ 480.00	\$ 250.00	\$ -	\$ 730.00
52.1	Gasoline/Oil/Lube	\$ 4,022.00	\$ -	\$ -	\$ 4,022.00
52.2	Chemicals	\$ 6,639.00	\$ 15,000.00	\$ 250.00	\$ 21,389.00
52.3	Protective Clothing	\$ 200.00	\$ -	\$ -	\$ 200.00
52.4	Misc. Supplies	\$ -	\$ -	\$ -	\$ -
52.5	Tools & Implements	\$ -	\$ -	\$ -	\$ -
54	Publications & Dues	\$ 350.00	\$ -	\$ -	\$ 350.00
55	Training	\$ -	\$ -	\$ -	\$ -
60	Capital Outlay	\$ -	\$ -	\$ -	\$ -
71	Principal	\$ -	\$ -	\$ -	\$ -
72	Interest	\$ -	\$ -	\$ -	\$ -
81	Aids to Government Agencies	\$ -	\$ -	\$ -	\$ -
83	Other Grants and Aids	\$ -	\$ -	\$ -	\$ -
89	Contingency (Current Year)	\$ -	\$ -	\$ -	\$ -
99	Payment of Prior Year Accounts	\$ -	\$ -	\$ -	\$ -
TOTAL BUDGET AND CHARGES		\$ 36,924.00	\$ 15,250.00	\$ 250.00	\$ 51,924.00
0.001	Reserves - Future Capital Outlay	\$ -	\$ -	\$ -	\$ -
0.002	Reserves - Self-Insurance	\$ -	\$ -	\$ -	\$ -
0.003	Reserves - Cash Balance to be Carried Forward	\$ -	\$ -	\$ -	\$ -
0.004	Reserves - Sick and Annual Leave	\$ -	\$ -	\$ -	\$ -
TOTAL RESERVES		\$ -	\$ -	\$ -	\$ -
TOTAL BUDGETARY EXPENDITURES and BALANCES		\$ 36,924.00	\$ 15,250.00	\$ 250.00	\$ 51,924.00
ENDING FUND BALANCE		\$ -	\$ (250.00)	\$ (250.00)	\$ -

APPROVED: _____

Chairman of the Board, or Clerk of Circuit Court

DATE: _____

APPROVED: _____

DATE: _____

(11)

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Florida Municipal Insurance Trust (FMIT) Application for Drug-Free Workplace Premium Credit Program and Certification of Employer Workplace Safety Program Premium Credit.

MEETING DATE REQUESTED:

May 19, 2015

Statement of Issue: Taylor County has procedures for employee drug testing and our workplace safety program meets the requirements of Section 440 Florida Statutes. This entitles us to discounts on the workers compensation insurance premium.

Recommended Action: Ratify signature certifying Taylor County is compliant with Florida Statute 440 in regards to a drug free workplace and safety.

Fiscal Impact: For FY2014 this *credit* on the workers compensation insurance policy totaled \$9,256.00.

Budgeted Expense: \$0.00

Submitted By: Dustin Hinkel, County Administrator

Contact: Dustin Hinkel, County Administrator

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Our workers compensation carrier, the Florida Municipal Insurance Trust, gives us a 5% annual premium credit because we have a drug free workplace and gives us a 2% premium credit because we have a workplace safety program, both of which must comply with Florida Statute 440.

Options:

Attachments: Application for Drug-Free Workplace Premium Credit
Certification of Employer Workplace Safety Program
Premium Credit

FLORIDA MUNICIPAL INSURANCE TRUST

FLC 09-1

(Revised 10/05)

APPLICATION FOR DRUG-FREE WORKPLACE PREMIUM CREDIT PROGRAM

N

Name of Member: Taylor County Board of County Commissioners FMIT # 0593Date Program Implemented: 6/1/19942015/2016

I. TESTING:

Procedures for drug testing have been established and/or drug testing has been conducted in the following areas:

- | | |
|--|--|
| <input checked="" type="checkbox"/> Job applications | <input checked="" type="checkbox"/> Routine fitness for duty |
| <input checked="" type="checkbox"/> Reasonable suspicion | <input checked="" type="checkbox"/> Follow-up to Employee Assistance Program |

II. NOTICE OF MEMBER'S DRUG TESTING POLICY:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Copy to all employees prior to testing | <input checked="" type="checkbox"/> Show notice of drug testing on vacancy announcements |
| <input checked="" type="checkbox"/> Posted on employer's premises or | <input checked="" type="checkbox"/> Copies available in personnel office other suitable locations. |
| <input checked="" type="checkbox"/> Copy to job applicants prior to testing | <input type="checkbox"/> No notice required because the employer had a drug testing program in place prior to July 1, 1990 |
| <input checked="" type="checkbox"/> General notice given 60 days prior to testing | |

III. EDUCATION:

- | | |
|---|---|
| <input checked="" type="checkbox"/> Resource file on Providers | <input checked="" type="checkbox"/> Education |
| <input checked="" type="checkbox"/> Employee Assistance Program | |

IV. NAME OF MEDICAL REVIEW OFFICER: Dr. Donald Freedman

A. Name of approved Agency for Health Care Administration Lab or United States Department of Health and Human Services Certified Laboratory: Doctor's Laboratory Inc.

B. Phone #: (229) 244-4468

C. Address: P.O. Box 2658 Valdosta, GA 31602

SPECIAL NOTE: ALL ITEMS MUST BE COMPLIED WITH IN ORDER TO BE ELIGIBLE FOR THE CREDIT.

Your certification is subject to physical verification by the insurer. Your policy is subject to additional premium for reimbursement of premium credit, and cancellation provisions of the policy if it is determined that you misrepresented your compliance with Florida law.

Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

Member NameDate* Elected Official or Other OfficialTitle

*Application must be signed by an elected official or other official.

THE ABOVE SIGNED CERTIFIES THAT THIS INFORMATION IS A TRUE AND FACTUAL DEPICTION OF THEIR CURRENT PROGRAM.

Notary Public's SignatureDateExp. of Commission

0593

DRUG-FREE WORKPLACE PROGRAM INFORMATION

Please find in this packet your 2015-2016 Application for the Drug-Free Program. In order to maintain the 5% workers' compensation premium credit this program offers, **the application must be recertified on an annual basis.** In addition to completing and returning the application there are a number of other requirements that must be maintained in order to be compliant.

A written Drug-Free Policy must be developed and maintained. Some of the key points that must be addressed in any formal Drug-Free Policy are as follows:

1. A general statement of policy.
2. Describe the type of testing that is required.
3. Outline the repercussions of a positive confirmed result or refusal to comply.
4. Reference the drug testing statute and rules.
5. Advise that test results are to be kept confidential.
6. A procedure for the employee to report the use of drugs, which may affect the result of a drug test.
7. A list of the most common drugs or medications that can alter a drug test.
8. Name, address, and telephone number of local rehabilitation programs.
9. Outline the individual's right to explain the test results and their rights to contest the results with the Judge of Compensation claims.
10. A statement advising the applicant of their responsibility to notify the laboratory in question if any legal action is taken.
11. A list of all drugs that will be tested for, by brand name, common name and chemical name.
12. Define any rights the individual has under a collective bargaining agreement or other laws or contracts.
13. Notification – the individual has the right to consult a testing laboratory for information about medications that could affect a drug test.
14. Notice of a Drug-Free workplace on any help wanted advertisements.
15. Entire policy must be posted on premises where it can be inspected by the public during regular business hours.

Pursuant to §440.102(4)(a), F.S., job applicants must be tested (unless you have determined the job classification is one not reasonably subject to job applicant drug testing, in accordance with prevailing state law). Employees that are required to have an annual "routine fitness for duty" physical examination, as part of their employment, should be tested as well. Other current employees are to be tested when a reasonable suspicion of drug use is present or other circumstances reasonably warrant testing. The employer is required to maintain and make available for inspection all supporting documentation. For additional information, please contact your Loss Control Representative.

Please consult your legal counsel for specific advice on compliance with state law. Additionally, you may also refer to §440.102 F.S. for additional information on the Drug-Free program.

AGENCY FOR HEALTH CARE ADMINISTRATION

LICENSED LABORATORIES

Licensed Laboratories Authorized to Perform Drug Free Workplace Testing Under Chapter 112, Florida Statutes

*Note: Qualified labs can obtain the specimen, but the testing is required to be sent to one of these labs.

ALERE TOXICOLOGY SERVICES, INC.
(504) 361-8989
1111 NEWTON STREET
GRETN, LA 70053
DAVID A GREEN PHD

CLINICAL REFERENCE LABORATORY
(913) 492-3652
8433 QUIVIRA RD
LENEXA, KS 66215
DAVID J. KUNTZ

DRUGSCAN INC
(800) 322-9310
200 PRECISION DR., STE 200
HORSHAM, PA 19044
ANTHONY COSTANTINO CEO

QUEST DIAGNOSTICS INC
(913) 982-2940
10101 RENNER BLVD
LENEXA, KS 66219
DR. LANCE C PRESLEY PHD

QUEST DIAGNOSTICS
(678) 406-1100
1777 MONTREAL CIR
TUCKER, GA 30084
DR LENOX B ABBOTT PHD

LABORATORY CORPORATION OF AMERICA HOLDINGS
(919) 572-6900
1904 ALEXANDER DR
RESEARCH TRIANGLE PK, NC 27709
JAY GELHAUSEN

LABORATORY CORPORATION OF AMERICA
(662) 342-1286
1120 MAIN STREET
SOUTHAVEN, MS 38671
DR. MICHAEL V STEVENS

MEDTOX LABORATORIES INC
(651) 636-7466
402 W COUNTY RD D
SAINT PAUL, MN 55112
JENNIFER A COLLINS PHD

PSYCHEMEDICS CORPORATION
(800) 522-7424
5832 UPLANDER WAY
CULVER CITY, CA 90230
DR MICHAEL I SCHAFER PHD

TOXICOLOGY TESTING SERVICE, INC
(305) 593-2260
5426 NW 79 AVE
DORAL, FL 33166
TERRY D HALL

**CERTIFICATION OF EMPLOYER WORKPLACE
SAFETY PROGRAM PREMIUM CREDIT**

Employer Name: Taylor County Board of County Commissioners

Name of Contact Person: _____ Telephone #: _____

Policy #: FMIT# 0593 Effective Date of Policy: October 1, 2015

I am submitting a copy of my workplace safety program that meets the requirements of Section 440.1025, Florida Statutes. I certify that this safety program has been implemented in my workplace and is being maintained as submitted to my carrier.

This is to certify that my workplace safety program meets or exceeds the following provisions as provided for in Section 440.1025, Florida Statutes:

- | | |
|---|-----------------------------|
| 1) Written safety policy and safety rules | 5) First aid |
| 2) Safety inspections | 6) Accident investigation |
| 3) Preventative maintenance | 7) Necessary Record Keeping |
| 4) Safety training | |

The workplace safety program and application I am submitting for the purpose of obtaining a premium credit do not contain any misleading or untrue information. I am aware that I may be subject to an on-site inspection by my carrier, for the purpose of validating the accuracy of this information.

I am aware that if I knowingly and willfully falsify or conceal a material fact, make a false, fictitious or fraudulent statement or representation; or make or use any false document knowing the document to contain any false, fictitious or fraudulent entry or statement to my carrier of workers compensation insurance under Section 442, Florida Statutes, I will be guilty of a misdemeanor of the second degree, punishable as provided in sections 775.082 or 775.083, Florida Statutes, and will be subject further to a penalty in the amount of \$500 a day, not to exceed \$50,000 for each occurrence; and

I am also aware that if I, in any matter within the jurisdiction of the division, knowingly and willfully falsify or conceal a material fact, make any false, fictitious, or fraudulent statement or representation, or make or use any false document, knowing the same to contain any false, fictitious, or fraudulent entry, that I commit a misdemeanor of the second degree, punishable as provided in sections 775.082 or 775.083, Florida Statutes. Moreover, I understand that an employer who commits such an act will be subject further to a penalty in the amount of \$500 a day, not to exceed \$50,000 for each occurrence.

Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

State of Florida
County of _____

Sworn to, or affirmed, and subscribed before me

this _____ day of _____

20 _____, by _____

(Signature)

(Print Name and Title)

(Date)

(Signature of Notary)

(Expiration Date and Number)

(NC3011)

Form SAFETY 09-3

N
0593

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to review and approve Notice To Bidders for the Concrete Apron Rehabilitation at Perry Foley Airport.

MEETING DATE REQUESTED:

May 19, 2015

Statement of Issue: Board to review and approve Notice To Bidders for the Concrete Apron Rehabilitation at Perry Foley Airport. Bids are scheduled to be opened at the June 23, 2015 meeting at 6:00 pm.

Recommended Action: Approve Notice To Bidders

Fiscal Impact: Grant funds are being requested for the proposed project from FAA and FDOT. The County will be requesting a waiver of match as a county designated as one of "Rural Economic Opportunity".

Budgeted Expense: Y/N Not applicable. The County will be requesting a waiver of match.

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: FAA requires the County to bid out projects prior to submitting application to the FAA competitive grant program. The amount of funding assistance the County will be requesting will be based upon the lowest and best bid amount. AVCON, Inc. has prepared the design, engineering, and bid documents on behalf of the County and will be reimbursed for their fees upon grant award.

Attachments: Notice to Bidders

NOTICE TO BIDDERS

**CONCRETE APRON REHABILITATION at
PERRY FOLEY AIRPORT
TAYLOR COUNTY, FLORIDA**

Notice is hereby given that Taylor County will receive sealed bids at the Taylor County Board of County Commissioners, Attn: Clerk's Office, 108 East Jefferson Street, Perry, Florida 32347 (850-838-3506) until 4 pm local time on Friday, June 19, 2015, for the Concrete Apron Rehabilitation project at the Perry Foley Airport, Perry, Fl. Bids must be submitted in a sealed enveloped clearly marked "**BID ENCLOSED: CONCRETE APRON REHABILITATION; PERRY FOLEY AIRPORT.**" Bids will be opened at the Taylor County Board of Commissioners meeting to be held at the Taylor County Administration Complex, 201 East Green Street, Perry, Florida on Tuesday, June 23, 2015 at 6:00 pm. Bids will be publicly opened and read aloud.

The project consists of providing all labor, materials, machinery, tools, equipment and other means of construction necessary and incidental to the completion of the work shown on the plans and described in these specifications including, but not necessarily limited to the following:

Removal and replacement of concrete joints, removal and replacement of damaged concrete pavement, and other miscellaneous concrete rehabilitation work.

The contract time for substantial completion of the work included shall be 110 calendar days from the date of the "Notice to Proceed (NTP)." The final project completion shall be 90 calendar days from the date of the "Notice to Proceed (NTP)".

Beginning on Tuesday, May 19, 2015, drawings, specifications, and project documents may be examined by appointment at the Airport Terminal Building of the Perry Foley Airport at 511 Industrial Park Drive, Perry, Florida 32348. Appointments may be made by calling Bill Roberts at Perry Foley Airport at 850-838-3519. Beginning on Tuesday, May 19, 2015, digital copies of the above documents may be obtained from the offices of AVCON, INC., 320 Bayshore Drive, Suite A, Niceville, Florida, 32578, (850) 678-0050, upon payment of a non-refundable fee of thirty dollars (\$30.00) payable to AVCON, INC. for each set of project documents obtained. A hard copy of the above documents may be provided at an additional charge.

Bid security in the amount of at least five percent (5%) of the total quote must be submitted with the quote. The quote security may be either a certified check or a proposal guaranty bond executed by a surety company authorized to do business in the State of Florida. Quote security shall be made payable to Taylor County. The successful contractor must be able to furnish proof of required insurance, a 100% Performance Bond, and a 100% Labor and Materials Payment Bond, and shall begin execution of this contract within five (5) calendar days following the date of the Notice to Proceed.

Funding for this project is being provided by the Federal Aviation Administration and the Florida Department of Transportation and will be subject to all applicable requirements of the Federal Aviation Administration and U.S. Department of Transportation grant assurances.

The successful contract will be required to comply with all provisions of the Federal Government Equal Employment Opportunity clauses issued by the Secretary of Labor on May 21, 1968 and published in the Federal Register (41CFR Part 60-1, 33 F.2 7804). Wages paid to employees must comply with the minimum established by the U.S. Department of Labor Wage Determination. The successful contractor must comply with the Davis-Bacon Act, Copeland Act (Anti-Kickback Act), the Occupational Safety and Health Act, the

Contract Work Hours and Safety Standards Act (CWHSSA), Title VI of the Civil Rights Act of 1964 and Executive Order 11246.

Taylor County has an approved Disadvantaged Business Enterprise (DBE) Program for Airport Improvement Program projects which the successful contract must comply with. The DBE participation goal for this project is 4.78% and compliance requirements are listed in the project documents.

A non-mandatory Pre-Bid Conference will be conducted at the Terminal Building of the Perry Foley Airport at 511 Industrial Park Drive, Perry, Florida 32348 on Wednesday, May 27, 2015 at 10:00 a.m. local time (EDT). Questions relating to the Project Documents will be answered at that time. Attendance by prospective prime contractors is strongly recommended.

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

OWNER'S CONTACT:

Melody Cox
County Grants Administrator
Taylor County Board of County
Commissioners
201 East Green Street
Perry, Florida 32347
Tel: 850-838-3553
Fax: 850-838-3563

ENGINEER'S CONTACT:

John Collins, P.E.
Project Manager
AVCON, INC.
320 Bayshore Drive, Suite "A"
Niceville, Florida 32578
Tel: 850-678-0050
Fax: 850-678-0040

All bids should be addressed as follows:

**BID ENCLOSED: CONCRETE APRON REHABILITATION
PERRY FOLEY AIRPORT**

Taylor County Board of County Commissioners
Attention: Clerk's Office
108 East Jefferson Street
Perry, Florida 32347

By:
Taylor County Board of County Commissioners

Name: _____

Date

Title: _____

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



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

MEETING DATE REQUESTED:

May 19, 2015

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

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

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

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

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

Attachments: Lease Agreement for Fred Morgan



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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

DUSTIN HINKLE, County Administrator
201 East Green Street
Perry, Florida 32347
(850) 838-3500, Extension 107 Phone
(850) 838-3501 Fax

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

Perry-Foley Airport Hangar Lease Agreement

This **HANGAR LEASE AGREEMENT** (the "Agreement") entered into as of this 17 day of April, 2015 by and between Board of County Commissioners of Taylor County, Florida ("Lessor") and Fred Morgan ("Lessee") in Consideration of the mutual covenants and agreements herein mentioned to be performed by the respective parties, and in consideration of the rental herein after designated to be paid, Lessor hereby leases, rents, lets and demises unto Lessee, its successors, grantees and assigns, and Lessee does hereby hire and rent the below described property:

1. Lease of the Hangar:

Lessor hereby leases to Lessee Hangar# 8 (the "Hangar") located at Perry-Foley Airport, 517 Industrial Drive Perry, Florida 32348 the Hangar shall be used and occupied by Lessee solely for the storage of the following described aircraft:

Make/Model/Color: 2008 CESSNA 172

Registration No. 233MC (the "Aircraft"), or any other similar aircraft owned or leased by Lessee (the "Substitute Aircraft"), provided Lessee has obtained the written consent of Lessor to store the substitute Aircraft in the Hangar, all provision of this Agreement applicable to the Aircraft shall also be applicable to the Substitute Aircraft.

2. Term:

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

3, **Rent:**

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

4. **Service Provided:**

Aircraft T-Hangar defined.

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

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

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

5. Obligations of the Lessee:

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

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

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

e. **Environmental Laws:**

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

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

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

f. Fire and Building Codes/Extinguisher:

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

g. Access:

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

h. Termination:

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

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

i. **Regulatory Review:**

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

6. **Sublease/Assignments:**

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

7. **Condition of Premises:**

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

8. **Alterations:**

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

9. **Insurance:**

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

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

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

10. Casualty:

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

11. Indemnity-Force Majeure:

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

12. Disclaimer of Liability:

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

13. Default:

This Agreement shall be breached if:

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

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

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

14. Thirty (30) Day Termination:

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

Governing Law:

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

15. Relationship of Parties:

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

Lessee shall never at any time during the term of this Agreement become the agent of Lessor, and

Lessor shall not be responsible for the acts or omissions of Lessee or its agents.

16. Appurtenant Privileges:

a. Use of Airport Facilities:

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

b. Maintenance of Airport Facilities:

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

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

17. Nonexclusive Rights:

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

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

18. Remedies Cumulative:

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

19. Notice:

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

1. If to Lessor Representative, address to:

PERRY – FOLEY AIRPORT

401 INDUSTRIAL PARK DR.

PERRY, FL. 32348

ATTN: MELODY COX

2. If to Lessee, address to:

FRED MORGAN

P.O. BOX 1421

PERRY, FL. 32348

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

20. Integration:

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

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

21. Waiver:

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

22. Entire Agreement:

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

23. Severability:

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

24. Successors Bound:

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

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

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

Lessor: Taylor County Board of County Commissioners, Florida

By: Melinda Lee

Title: Airport Director or Airport Manager

Lessee: [Signature]

By: Fred Morgan

Title: Owner and Lessee

By: _____
Attested by: Annie Mae Murphy- Clerk of Court

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

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Requesting Board to approve awarding the Community Development Block Grant (CDBG) title search services for housing rehabilitation projects associated with the CDBG grant to Frith Abstract & Title Company.

MEETING DATE REQUESTED:

May 19, 2015

Statement of Issue: Requesting Board approval to use Frith Abstract & Title Company for title search services associated with the current CDBG grant for housing rehabilitation.

Recommended Action: Board to approve using Frith Abstract & Title Company for title search services for the current CDBG grant.

Fiscal Impact: All fees associated with the CDBG projects are 100% grant funded.

Budgeted Expense: Y/N

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Per the terms of the CDBG grant contract, and the County procurement policy we are required to obtain quotes from three companies and have Board approval for the title search services associated with housing rehabilitation projects which will be completed with grant funds. Jordan & Associates and County Grants is requesting Board approval to use Frith Abstract and Title for said services. Frith offered the lowest fees and has the ability to provide all needed services.

Attachments: Recommendation of Award for CDBG Title Search Services and support documentation

May 1, 2015

Taylor County Board of County Commissioners
201 East Green Street
Perry, Florida 32347

Re: Recommendation of Award for CDBG Title Search Services

Honorable Taylor County Commissioners:

As the County's Community Development Block Grant (CDBG) Administrators, we have been working closely with County staff to administer the CDBG Housing Rehabilitation Program. In this capacity, we are pleased to report that the County has made significant progress since the CDBG grant was executed in January of 2015.

Taylor County was fortunate to receive thirteen (13) Homeowner Applications in response to the solicitation notice published on February 2, 2015. Since then, we have worked diligently to review all homeowner applicants and develop a list of applicants which appears to meet all eligibility criteria outlined within the County's adopted Housing Assistance Plan. As a final component of the homeowner application review, the applicants must now undergo title searches prior to implementing the construction phase of the program to confirm their eligibility.

In accordance with Taylor County's adopted Procurement Policy, selection of a firm to provide title search services is classified as a Small Purchase – II.(1-3), as this service is within the \$1 – \$2,500 range. As such, staff has solicited quotes from qualified firms to provide title search services. Each firm was provided a fifty (50) point checklist detailing a comprehensive scope for title search services. Each firm was directed to provide a written statement specifying the firm's ability to provide the services and a quote to support the services offered. The fifty (50) point checklist and copies of the three (3) responses have been enclosed for your review.

May 1, 2015
Taylor County Board of County Commissioners
Recommendation of Award for CDBG Title Search Services
Page 2

For your convenience, we have prepared the following summary table to detail the individual title search firms and their ability to provide the services outlined within the fifty (50) point checklist based upon our review of the responses submitted and their respective quotes per title search:

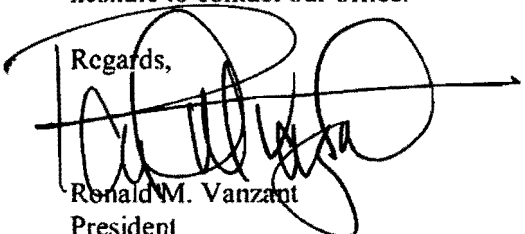
Title Search Firm	Ability to Provide Services	Quote per Title Search
Frith Abstract & Title Co.	All 50 Points if recorded in Public Records	\$125.00
Smith Abstract and Title Co.	Did Not Specify	\$200.00 <i>plus expenses</i>
Hayward Title Group	All 50 Points if recorded in Public Records	\$150.00

Based upon our review of the above-described firms, we recommend award of CDBG title search services to Frith Abstract & Title Co., as this firm provided a detailed response indicating the firm's ability to provide the highest level of service at a reasonable cost to the County.

It should also be noted that the costs associated with CDBG title search services are eligible expenditures through the County's CDBG Housing Rehabilitation Program and will not require any additional funds from the County beyond those that have been budgeted within the County's CDBG Administration line item.

Should you have any questions or concerns regarding this recommendation, please do not hesitate to contact our office.

Regards,


Ronald M. Vanzant
President

/rmv

Enclosures (4)

cc: Melody Cox, Director of Grants & Social Services

Frith Abstract & Title Co.
501 N. Byron Butler Parkway, Perry, Florida 32347
Phone 850-584-2672 Fax 850-584-8841

**TAYLOR COUNTY FLORIDA
CDBG - HOUSING REHAB PROGRAM**

QUOTE FOR TITLE SEARCH SERVICES

\$125.00 FOR EACH SEARCH

**AS REGARDS TO THE FIFTY POINT SEARCH WE CAN SEARCH ALL ITEMS EXCEPT ITEMS
8, 17, 25, 27, 38 AND 45 UNLESS SUCH ITEMS ARE RECORDED IN THE PUBLIC RECORDS OF
TAYLOR COUNTY, FLORIDA.**

**ANY ITEMS THAT ARE RECORDED ON THE PUBLIC RECORDS OF TAYLOR COUNTY,
FLORIDA WILL BE PROVIDED.**

THANKS FOR YOUR CONSIDERATION .

FRITH ABSTRACT & TITLE COMPANY

Vicki Malley

Vicki Mosley

From: Ronald M. Vanzant <rvanzant@jordangrants.com>
Sent: Tuesday, April 14, 2015 2:23 PM
To: melody.cox@taylorcountygov.com
Cc: 'Ronald M. Vanzant'
Subject: Taylor County - Solicitation of Title Search Firm for O&E Reports
Attachments: O&E Report - 50 Point Title Search Details.pdf

Good afternoon.

On behalf of Taylor County, we are soliciting written quotes for title search services to include the preparation of Ownership & Encumbrance (O&E) Reports for approximately thirteen (13) applicants involved in the County's Community Development Block Grant – Housing Rehabilitation (CDBG-HR) Program. More specifically, the County is soliciting a response to indicate a) your firm's capability to provide the requested title search services, and b) a written quote for services. Both of these factors will be considered by the County before making an award.

In regards to your firm's capability, we have prepared the following table to detail fifty (50) points:

50 Point Title Search	
1. Deed Copy	26. Voluntary Liens
2. Legal Description	27. Flood Zone Status
3. Mortgage Search	28. Block & Lot
4. Equity Loan Search	29. Property APN Number
5. Tax Payment Search	30. Document Book & Page
6. Foreclosure Search	31. Mortgage Modification
7. Bankruptcy Search	32. Bail Bond Lien
8. Civil Courts Records Search	33. Levy on Property
9. Mechanics Lien Search	34. Power of Attorney
10. Judgment Lien Search	35. Property Restrictions
11. Tax Lien Search	36. Special Assessment
12. Municipal Services Lien Search	37. Release of Liens
13. Child Support Lien Search	38. Partnership Agreement
14. Treasury Lien Search	39. Notice of Commencement
15. County Name Index Search	40. Promissory Note
16. State Tax Search	41. Trust Agreement
17. Property Zoning	42. UCC Filing
18. Property Easement Search	43. Subordination Agreement
19. Title Abstract Document	44. Leases
20. Default Notice Search	45. Option to Purchase
21. Spousal Support Lien Search	46. Corrective Deed
22. Tax Assessor Report	47. Right of Way
23. Ownership Structure	48. Waiver of Rights
24. Municipal Assessed Value	49. Bond for Title
25. Plat/Survey Map	50. Affidavit

Ronald M. Vanzant

From: Margaret Bunch [smithabstract@embarqmail.com]
Sent: Thursday, April 30, 2015 3:39 PM
To: 'Ronald M. Vanzant'
Subject: RE: Taylor County - Solicitation of Title Search Firm for O&E Reports

My bid for the attached is \$200 per O&E plus expenses.

Thanks,

Margaret Ann Bunch
Smith Abstract and Title, LLC
PO Box 59
293 SW Pinckney Street
Madison, FL 32341
850-973-6119

From: Ronald M. Vanzant [mailto:rvanzant@jordangrants.com]
Sent: Thursday, April 30, 2015 9:50 AM
To: Smithabstract@Embarqmail.Com
Subject: FW: Taylor County - Solicitation of Title Search Firm for O&E Reports

Glen:

As discussed, please see the included email.

Ronald M. Vanzant, President
Jordan and Associates
P.O. Box 65579
Orange Park, FL 32065
Phone: 904-264-6203
Facsimile: 904-264-2190
Cell: (352) 745-6032
email: rvanzant@jordangrants.com

From: Ronald M. Vanzant [mailto:rvanzant@jordangrants.com]
Sent: Tuesday, April 14, 2015 2:23 PM
To: 'melody.cox@taylorcountygov.com'
Cc: 'Ronald M. Vanzant'
Subject: Taylor County - Solicitation of Title Search Firm for O&E Reports

Good afternoon.

On behalf of Taylor County, we are soliciting written quotes for title search services to include the preparation of Ownership & Encumbrance (O&E) Reports for approximately thirteen (13) applicants involved in the County's Community Development Block Grant – Housing Rehabilitation (CDBG-HR) Program. More specifically, the County is soliciting a response to indicate a) your firm's capability to provide the requested title search services, and b) a written quote for services. Both of these factors will be considered by the County before making an award.

In regards to your firm's capability, we have prepared the following table to detail fifty (50) points:

50 Point Title Search	
1. Deed Copy	26. Voluntary Liens
2. Legal Description	27. Flood Zone Status
3. Mortgage Search	28. Block & Lot
4. Equity Loan Search	29. Property/APN Number
5. Tax Payment Search	30. Document Book & Page
6. Foreclosure Search	31. Mortgage Modification
7. Bankruptcy Search	32. Bail Bond Lien
8. Civil Courts Records Search	33. Levy on Property
9. Mechanics Lien Search	34. Power of Attorney
10. Judgment Lien Search	35. Property Restrictions
11. Tax Lien Search	36. Special Assessment
12. Municipal Services Lien Search	37. Release of Liens
13. Child Support Lien Search	38. Partnership Agreement
14. Treasury Lien Search	39. Notice of Commencement
15. County Name Index Search	40. Promissory Note
16. State Tax Search	41. Trust Agreement
17. Property Zoning	42. UCC Filing
18. Property Easement Search	43. Subordination Agreement
19. Title Abstract Document	44. Leases
20. Default Notice Search	45. Option to Purchase
21. Spousal Support Lien Search	46. Corrective Deed
22. Tax Assessor Report	47. Right of Way
23. Ownership Structure	48. Waiver of Rights
24. Municipal Assessed Value	49. Bond for Title
25. Plat/Survey Map	50. Affidavit

We have also attached a document to detail the fifty (50) points outlined in the table. Where your firm may not be capable of addressing all fifty (50) points, we would request that you indicate which points your firm is capable of addressing within your response to this solicitation.

In regards to your firm's written quote, we would request a lump-sum cost to prepare an O&E Report to include the points your firm is capable of addressing on a per-unit basis. For clarification purposes, "per-unit basis" refers to each individual project, as we are accounting for approximately thirteen (13) applicants that will require this service.

To be considered, you must submit your lump-sum per-unit cost by email or physical mail on or before April 30, 2015 at 5:00pm to the following:

Physical Mail:

Ronald M. Vanzant
Taylor County CDBG-HR Program
P.O. Box 65579
Orange Park, FL 32065

Email:

rvanzant@jordangrants.com and melody.cox@taylorcountygov.com

Should you have any questions or concerns regarding this solicitation, please do not hesitate to contact our office.

Regards,

Ronald M. Vanzant, President
Jordan and Associates
P.O. Box 65579
Orange Park, FL 32065
Phone: 904-264-6203
Facsimile: 904-264-2190
Cell: (352) 745-6032
email: rvanzant@jordangrants.com

Ronald M. Vanzant

From: Arika Pender [arika@haywardtitlegroup.com]
Sent: Thursday, April 23, 2015 9:43 AM
To: rvanzant@jordangrants.com
Subject: Taylor County - Solicitation of Title Search Firm for O&E Reports
Attachments: O&E Report - 50 Point Title Search Details.pdf

Good morning,

Hayward Title Group is able to provide an Ownership & Encumbrance report for the Taylor County Community Development Block Grant - Housing Rehabilitation Program. The O&E report will be provide at at cost of \$150.00 per-report. This report will outline all details made part of the 50 Point Title Search Details table, if recorded in in the public records of Taylor County. Search details will not be provided prior to January 2, 1990, due to limitations of public records search. Supporting documents will be provided with the O&E report, if images are made available for retrieval.

Please let me know if you have any questions with the above quote. Have a great day.

Arika A. Pender
Hayward Title Group
2121-G Killarney Way
Tallahassee, Florida 32309
O (850) 386-4400 | F (850) 386-7444
arika@haywardtitlegroup.com

From: Ronald M. Vanzant [rvanzant@jordangrants.com]
Sent: Wednesday, April 22, 2015 10:39 AM
To: Jan Hayward
Cc: melody.cox@taylorcountygov.com
Subject: Taylor County - Soliditation of Title Search Firm for O&E Reports

Good morning:

As briefly discussed, we are soliciting written quotes for title search services to include the preparation of Ownership & Encumbrance (O&E) Reports for approximately thirteen (13) applicants involved in the Taylor County Community Development Block Grant – Housing Rehabilitation (CDBG-HR) Program. More specifically, the County is soliciting a response to indicate a) your firm's capability to provide the requested title search services, and b) a written quote for services. Both of these factors will be considered by the County before making an award.

In regards to your firm's capability, we have prepared the following table to detail fifty (50) points:

50 Point Title Search	
1. Deed Copy	26. Voluntary Liens
2. Legal Description	27. Flood Zone Status
3. Mortgage Search	28. Block & Lot
4. Equity Loan Search	29. Property APN Number
5. Tax Payment Search	30. Document Book & Page
6. Foreclosure Search	31. Mortgage Modification
7. Bankruptcy Search	32. Bail Bond Lien
8. Civil Courts Records Search	33. Levy on Property
9. Mechanics Lien Search	34. Power of Attorney
10. Judgment Lien Search	35. Property Restrictions
11. UCC Lien Search	36. Special Assessment
12. Municipal Services Lien Search	37. Release of Liens

13. Child Support Lien Search	38. Partnership Agreement
14. Treasury Lien Search	39. Notice of Commencement
15. County Name Index Search	40. Promissory Note
16. State Tax Search	41. Trust Agreement
17. Property Zoning	42. UCC Filing
18. Property Easement Search	43. Subordination Agreement
19. Title Abstract Document	44. Leases
20. Default Notice Search	45. Option to Purchase
21. Spousal Support Lien Search	46. Corrective Deed
22. Tax Assessor Report	47. Right of Way
23. Ownership Structure	48. Waiver of Rights
24. Municipal Assessed Value	49. Bond for Title
25. Plat/Survey Map	50. Affidavit

We have also attached a document to detail the fifty (50) points outlined in the table. Where your firm may not be capable of addressing all fifty (50) points, we would request that you indicate which points your firm is capable of addressing within your response to this solicitation.

In regards to your firm's written quote, we would request a lump-sum cost to prepare an O&E Report to include the points your firm is capable of addressing on a per-unit basis. For clarification purposes, "per-unit basis" refers to each individual project, as we are accounting for approximately thirteen (13) applicants that will require this service.

To be considered, you must submit your lump-sum per-unit cost by email or physical mail on or before April 30, 2015 at 5:00pm to the following:

Physical Mail:

Ronald M. Vanzant
Taylor County CDBG-HR Program
P.O. Box 65579
Orange Park, FL 32065

Email:

rvanzant@jordangrants.com and melody.cox@taylorcountygov.com

Should you have any questions or concerns regarding this solicitation, please do not hesitate to contact our office.

Regards,

Ronald M. Vanzant, President
Jordan and Associates
P.O. Box 65579
Orange Park, FL 32065
Phone: 904-264-6203
Facsimile: 904-264-2190
Cell: (352) 745-6032
email: rvanzant@jordangrants.com

(5)

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

BOARD TO RATIFY THE ROBERTS AMAN ROAD
WIDENING/RESURFACING PROJECT CONTRACT WITH ANDERSON
COLUMBIA CO., INC. AS SIGNED BY THE COUNTY
ADMINISTRATOR.

MEETING DATE REQUESTED:

May 19, 2015

Statement of Issue:

Board to consider request to ratify the County Administrator's signature of the Roberts Aman Road Widening/Resurfacing Project Contract with Anderson Columbia Co., Inc.

Recommended Action:

The Board should ratify the County Administrator's signature

Fiscal Impact: FISCAL YR 2014/15 - \$855,510.00

Budgeted Expense: YES

Submitted By: ADMINISTRATIVE DIVISION

Contact: COUNTY ADMINISTRATOR

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

The Board of County Commissioners accepted the proposal from Anderson Columbia Co., Inc. on March 2, 2015, as the lowest responsive proposal received for the Roberts Aman Road Widening/Resurfacing Project contingent on the Bid Committee's Review and acceptance as having met the Bid Specifications. The Bid Committee members (Dustin Hinkel, Andy McLeod, & Kenneth Dudley) each reviewed the proposals submitted and found Anderson's proposal as having met the Bid Specifications.

The County Administrator signed and executed the attached contract and is now forwarding it to the Board for endorsement through ratification. Therefore, Staff respectfully requests that the County Commission ratify the County Administrator's signature.

Options:

- 1) Approve the request to ratify the County Administrator's signature.
- 2) Deny the request and state reasons for such denial.

Attachments:

Copy of Executed Contract

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR FOR
CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between Taylor County Board of County Commissioners (Owner) and
Anderson Columbia Co., Inc. (Contractor).

Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

ARTICLE 1 - WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Roberts Aman Road, Taylor County, Florida – The intent of this contract is to secure all labor and equipment required for the Roberts Aman Road Widening/Resurfacing project in Taylor County, Florida. This project consists of widening and resurfacing, constructing a new limerock base for the 2' paved widening addition on one side of the road, ditch grading, mitered end section construction, signage and pavement markings, as more fully detailed in the project plans and specifications.

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

This project is to a lump sum project as specified on the Bid Proposal.

ARTICLE 3 – ENGINEER/PROJECT ADMINISTRATION

3.01 The Project has been designed by:

Causseaux, Hewett & Walpole, Inc.
132 NW 76th Dr.
Gainesville, FL 32607
352.331.1976

3.02 The Project will be administered by:

Taylor County Engineering Division
201 East Green Street
Perry, Florida 32347

(Engineer and Project Administrator), who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Days to Achieve Substantial Completion and Final Payment

A. The Work will be substantially completed within 80 days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 90 days after the date when the Contract Times commence to run.

4.03 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner an amount consistent with Section 8-10 of the FDOT Standard Specifications for each day that expires after the time specified in Paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner an amount consistent with Section 8-10 of the FDOT Standard Specifications for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

4.04 Correction Period/Warranty

A. The Correction Period specified in Paragraph 13.07 of the General Conditions is modified to require that all workmanship and materials furnished to complete this project shall be warranted for no less than a three-year period after the date of final acceptance.

ARTICLE 5 - CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A below:

A. For all Work other than Unit Price Work, a Lump Sum of:

<u>Eight Hundred Fifty-Five Thousand Five Hundred and Ten Dollars and No Cents</u>	<u>(\$855,510.00)</u>
(words)	(numerals)

All specific cash allowances are included in the above price and have been computed in accordance with paragraph 11.02 of the General Conditions.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 10th day of each month during performance of the Work as provided in Paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions:

a. 90% percent of Work completed (with the balance being retainage); and

b. 90% percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 90% percent of the Work completed, less such amounts as Engineer shall determine, or OWNER may withhold, in accordance with Paragraph 14.02.B.5 of the General Conditions and less Ten percent (10%) of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Final Payment

A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 - INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of Zero percent (0%) per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions.

E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and

Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.

F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 6, inclusive).
2. Performance and Payment bond.
3. Standard General Conditions.
4. Supplementary Conditions.
5. Specifications as listed in the table of contents of the Project Manual.
6. Drawings consisting of 47 sheets with each sheet bearing the following general title: Roberts Aman Road [or] the Drawings listed on attached sheet index.
7. Addenda (numbers 1 to 1, inclusive).
8. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 1 to 5, inclusive).
 - b. Documentation submitted by Contractor prior to Notice of Award (pages 1 to , inclusive).
 - c. Contractor's and Subcontractor's Valid Business/Contractor Licensing/Registration Information.
9. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed.

b. Work Change Directives.

c. Change Order(s).

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.01 Terms

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Preference To State Residents

A. Chapter 2010-147, Section 50, Laws of Florida, providing for preference to residents of the State of Florida, is hereby made a part of this Contract: Each contract that is funded by state funds must contain a provision requiring the contractor to give preference to the employment of state residents in the performance of the work on the project if state residents have substantially equal qualifications to those of nonresidents. As used in this Section, the term "substantially equal qualifications" means the qualification of two or more persons among whom the employer cannot make a reasonable determination that the qualifications held by one person are better suited for the position than the qualifications held by the other person or persons.

10.06 Public Records Provision

A. In accordance with Section 119.0701, Florida Statutes, Contracts; Public records, Contractor shall specifically:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- b. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- d. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

10.07 Other Provisions

- A. The venue of any litigation as a result of this agreement shall be exclusively Taylor County, Florida.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in duplicate. One counterpart each has been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____, 2015 (which is the Effective Date of the Agreement).

OWNER:

Taylor County Board of County Commissioners

By: Dustin Hinkel

Title: County Administrator

[COUNTY SEAL]

Attest: Annie Mae Murphy

Title: Taylor County Clerk of Court

Address for giving notices:

108 North Jefferson St., Suite 102, Perry, FL 32347

OR

P.O. Box 620, Perry, FL 32348

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Owner-Contractor Agreement.)

CONTRACTOR:

Anderson Columbia Co., Inc.

By: E. Tony Williams, Jr.

Title: Vice President

[CORPORATE SEAL]

Attest: Contract Admin

Title: Contract Admin

Address for giving notices:

P.O. Box 1829, 871 NW Guerdon St., Lake City, FL 32056

PH: 386.623.0454 FX: 386.755.5853

License No.: _____ (Where applicable)

Agent for service or process: _____

(If Contractor is a corporation or a partnership, attach evidence of authority to sign.)

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By



PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
a practice division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

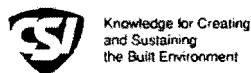
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Construction Specifications Institute

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1420 King Street, Alexandria, VA 22314

American Council of Engineering Companies
1015 15th Street, N.W., Washington, DC 20005

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400

These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor Nos. C-520 or C-525 (2002 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the EJCDC Construction Documents, General and Instructions (No. C-001) (2002 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (No. C-800) (2002 Edition).

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 - DEFINITIONS AND TERMINOLOGY	6
1.01 <i>Defined Terms</i>	6
1.02 <i>Terminology</i>	8
ARTICLE 2 - PRELIMINARY MATTERS	9
2.01 <i>Delivery of Bonds and Evidence of Insurance</i>	9
2.02 <i>Copies of Documents</i>	9
2.03 <i>Commencement of Contract Times; Notice to Proceed</i>	9
2.04 <i>Starting the Work</i>	9
2.05 <i>Before Starting Construction</i>	9
2.06 <i>Preconstruction Conference</i>	9
2.07 <i>Initial Acceptance of Schedules</i>	9
ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE	10
3.01 <i>Intent</i>	10
3.02 <i>Reference Standards</i>	10
3.03 <i>Reporting and Resolving Discrepancies</i>	10
3.04 <i>Amending and Supplementing Contract Documents</i>	10
3.05 <i>Reuse of Documents</i>	11
3.06 <i>Electronic Data</i>	11
ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS	11
4.01 <i>Availability of Lands</i>	11
4.02 <i>Subsurface and Physical Conditions</i>	11
4.03 <i>Differing Subsurface or Physical Conditions</i>	12
4.04 <i>Underground Facilities</i>	12
4.05 <i>Reference Points</i>	13
4.06 <i>Hazardous Environmental Condition at Site</i>	13
ARTICLE 5 - BONDS AND INSURANCE	14
5.01 <i>Performance, Payment, and Other Bonds</i>	14
5.02 <i>Licensed Sureties and Insurers</i>	14
5.03 <i>Certificates of Insurance</i>	14
5.04 <i>Contractor's Liability Insurance</i>	15
5.05 <i>Owner's Liability Insurance</i>	15
5.06 <i>Property Insurance</i>	15
5.07 <i>Waiver of Rights</i>	16
5.08 <i>Receipt and Application of Insurance Proceeds</i>	17
5.09 <i>Acceptance of Bonds and Insurance; Option to Replace</i>	17
5.10 <i>Partial Utilization, Acknowledgment of Property Insurer</i>	17
ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES	17
6.01 <i>Supervision and Superintendence</i>	17
6.02 <i>Labor; Working Hours</i>	18
6.03 <i>Services, Materials, and Equipment</i>	18
6.04 <i>Progress Schedule</i>	18
6.05 <i>Substitutes and "Or-Equals"</i>	18
6.06 <i>Concerning Subcontractors, Suppliers, and Others</i>	20
6.07 <i>Patent Fees and Royalties</i>	20
6.08 <i>Permits</i>	21
6.09 <i>Laws and Regulations</i>	21
6.10 <i>Taxes</i>	21
6.11 <i>Use of Site and Other Areas</i>	21
6.12 <i>Record Documents</i>	21
6.13 <i>Safety and Protection</i>	22
6.14 <i>Safety Representative</i>	22
6.15 <i>Hazard Communication Programs</i>	22
6.16 <i>Emergencies</i>	22
6.17 <i>Shop Drawings and Samples</i>	22
6.18 <i>Continuing the Work</i>	23

6.19	<i>Contractor's General Warranty and Guarantee</i>	23
6.20	<i>Indemnification</i>	24
6.21	<i>Delegation of Professional Design Services</i>	24
ARTICLE 7 - OTHER WORK AT THE SITE		25
7.01	<i>Related Work at Site</i>	25
7.02	<i>Coordination</i>	25
7.03	<i>Legal Relationships</i>	25
ARTICLE 8 - OWNER'S RESPONSIBILITIES		25
8.01	<i>Communications to Contractor</i>	25
8.02	<i>Replacement of Engineer</i>	25
8.03	<i>Furnish Data</i>	25
8.04	<i>Pay When Due</i>	25
8.05	<i>Lands and Easements; Reports and Tests</i>	26
8.06	<i>Insurance</i>	26
8.07	<i>Change Orders</i>	26
8.08	<i>Inspections, Tests, and Approvals</i>	26
8.09	<i>Limitations on Owner's Responsibilities</i>	26
8.10	<i>Undisclosed Hazardous Environmental Condition</i>	26
8.11	<i>Evidence of Financial Arrangements</i>	26
ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION		26
9.01	<i>Owner's Representative</i>	26
9.02	<i>Visits to Site</i>	26
9.03	<i>Project Representative</i>	26
9.04	<i>Authorized Variations in Work</i>	27
9.05	<i>Rejecting Defective Work</i>	27
9.06	<i>Shop Drawings, Change Orders and Payments</i>	27
9.07	<i>Determinations for Unit Price Work</i>	27
9.08	<i>Decisions on Requirements of Contract Documents and Acceptability of Work</i>	27
9.09	<i>Limitations on Engineer's Authority and Responsibilities</i>	27
ARTICLE 10 - CHANGES IN THE WORK; CLAIMS		28
10.01	<i>Authorized Changes in the Work</i>	28
10.02	<i>Unauthorized Changes in the Work</i>	28
10.03	<i>Execution of Change Orders</i>	28
10.04	<i>Notification to Surety</i>	28
10.05	<i>Claims</i>	28
ARTICLE 11 - COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK		29
11.01	<i>Cost of the Work</i>	29
11.02	<i>Allowances</i>	30
11.03	<i>Unit Price Work</i>	31
ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES		31
12.01	<i>Change of Contract Price</i>	31
12.02	<i>Change of Contract Times</i>	32
12.03	<i>Delays</i>	32
ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK		32
13.01	<i>Notice of Defects</i>	32
13.02	<i>Access to Work</i>	32
13.03	<i>Tests and Inspections</i>	32
13.04	<i>Uncovering Work</i>	33
13.05	<i>Owner May Stop the Work</i>	33
13.06	<i>Correction or Removal of Defective Work</i>	33
13.07	<i>Correction Period</i>	33
13.08	<i>Acceptance of Defective Work</i>	34
13.09	<i>Owner May Correct Defective Work</i>	34
ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION		34
14.01	<i>Schedule of Values</i>	35
14.02	<i>Progress Payments</i>	35
14.03	<i>Contractor's Warranty of Title</i>	36
14.04	<i>Substantial Completion</i>	36
14.05	<i>Partial Utilization</i>	37

14.06	<i>Final Inspection</i>	37
14.07	<i>Final Payment</i>	37
14.08	<i>Final Completion Delayed</i>	38
14.09	<i>Waiver of Claims</i>	38
ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION		38
15.01	<i>Owner May Suspend Work</i>	38
15.02	<i>Owner May Terminate for Cause</i>	38
15.03	<i>Owner May Terminate For Convenience</i>	39
15.04	<i>Contractor May Stop Work or Terminate</i>	39
ARTICLE 16 - DISPUTE RESOLUTION		39
16.01	<i>Methods and Procedures</i>	39
ARTICLE 17 - MISCELLANEOUS		40
17.01	<i>Giving Notice</i>	40
17.02	<i>Computation of Times</i>	40
17.03	<i>Cumulative Remedies</i>	40
17.04	<i>Survival of Obligations</i>	40
17.05	<i>Controlling Law</i>	40
17.06	<i>Headings</i>	40

GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*--Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*--The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.

3. *Application for Payment*--The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*--The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidder*--The individual or entity who submits a Bid directly to Owner.

7. *Bidding Documents*--The Bidding Requirements and the proposed Contract Documents (including all Addenda).

8. *Bidding Requirements*--The Advertisement or Invitation to Bid, Instructions to Bidders, bid security of acceptable form, if any, and the Bid Form with any supplements.

9. *Change Order*--A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*--A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*--The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*-- Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor's submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

13. *Contract Price*--The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*--The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any, (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.

15. *Contractor*--The individual or entity with whom Owner has entered into the Agreement.

16. *Cost of the Work*--See Paragraph 11.01.A for definition.

17. *Drawings*--That part of the Contract Documents prepared or approved by Engineer which graphically shows the Scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*--The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *Engineer*--The individual or entity named as such in the Agreement.

20. *Field Order*--A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

21. *General Requirements*--Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.

22. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

23. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

24. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

25. *Liens*--Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

26. *Milestone*--A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

27. *Notice of Award*--The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.

28. *Notice to Proceed*--A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.

29. *Owner*--The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.

30. *PCBs*--Polychlorinated biphenyls.

31. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

32. *Progress Schedule*--A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

33. *Project*--The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

34. *Project Manual*--The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be

bound in one or more volumes, is contained in the table(s) of contents.

35. *Radioactive Material*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

36. *Related Entity* -- An officer, director, partner, employee, agent, consultant, or subcontractor.

37. *Resident Project Representative*--The authorized representative of Engineer who may be assigned to the Site or any part thereof.

38. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

39. *Schedule of Submittals*--A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.

40. *Schedule of Values*--A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

41. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

42. *Site*--Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.

43. *Specifications*--That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.

44. *Subcontractor*--An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.

45. *Substantial Completion*--The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is

intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

46. *Successful Bidder*--The Bidder submitting a responsive Bid to whom Owner makes an award.

47. *Supplementary Conditions*--That part of the Contract Documents which amends or supplements these General Conditions.

48. *Supplier*--A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or any Subcontractor.

49. *Underground Facilities*--All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

50. *Unit Price Work*--Work to be paid for on the basis of unit prices.

51. *Work*--The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

52. *Work Change Directive*--A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 Terminology

A. The following words or terms are not defined but, when used in the Bidding Requirements or Contract Documents, have the following meaning.

B. *Intent of Certain Terms or Adjectives*

1. The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action or determination will be solely to evaluate, in general, the Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. *Day*

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective*

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

- a. does not conform to the Contract Documents, or
- b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents, or
- c. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. *Furnish, Install, Perform, Provide*

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean

to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, "provide" is implied.

F. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 - PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 *Copies of Documents*

A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 *Starting the Work*

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work

shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 *Before Starting Construction*

A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule; indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 *Preconstruction Conference*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

2.07 *Initial Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 Intent

A. The Contract Documents are complementary; what is required by one is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to Owner.

C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 Reference Standards

A. Standards, Specifications, Codes, Laws, and Regulations

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual or code, or any instruction of a Supplier shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, or Engineer, or any of, their Related Entities, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 Reporting and Resolving Discrepancies

A. Reporting Discrepancies

1. Contractor's Review of Contract Documents

Before Starting Work: Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor may discover and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.

2. Contractor's Review of Contract Documents During Performance of Work: If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor knew or reasonably should have known thereof.

B. Resolving Discrepancies

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

- a. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or
- b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 Amending and Supplementing Contract Documents

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

1. A Field Order;

2. Engineer's approval of a Shop Drawing or Sample;
(Subject to the provisions of Paragraph 6.17.D.3); or

3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

A. Contractor and any Subcontractor or Supplier or other individual or entity performing or furnishing all of the Work under a direct or indirect contract with Contractor, shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or Engineer's consultants, including electronic media editions; or

2. reuse any of such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaption by Engineer.

B. The prohibition of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

A. Copies of data furnished by Owner or Engineer to Contractor or Contractor to Owner or Engineer that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party..

C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that Engineer has used in preparing the Contract Documents; and

2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that Engineer has used in preparing the Contract Documents.

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their Related Entities with respect to:

1. the completeness of such reports and drawings for

Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If Contractor believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Engineer's Review:* After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

C. Possible Price and Times Adjustments

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must meet any one or more of the

categories described in Paragraph 4.03.A; and

b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:

a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or

c. Contractor failed to give the written notice as required by Paragraph 4.03.A.

3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, Owner and Engineer, and any of their Related Entities shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

a. reviewing and checking all such information and data,

b. locating all Underground Facilities shown or indicated in the Contract Documents,

c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction, and

d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. Not Shown or Indicated

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefore as provided in Paragraph 10.05.

4.05 Reference Points

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations,

and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 Hazardous Environmental Condition at Site

A. Reports and Drawings: Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the Engineer in the preparation of the Contract Documents.

B. Limited Reliance by Contractor on Technical Data Authorized: Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their Related Entities with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the Scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any.

E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered to Contractor written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.

F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefore as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the Scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06. G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and

against the consequences of that individual's or entity's own negligence.

I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 - BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.

B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent must be accompanied by a certified copy of the agent's authority to act.

C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

A. Contractor shall deliver to Owner, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.

B. Owner shall deliver to Contractor, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.

5.04 *Contractor's Liability Insurance*

A. Contractor shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:

a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or

b. by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance required by this Paragraph 5.04 shall:

1. with respect to insurance required by Paragraphs

5.04.A.3 through 5.04.A.6 inclusive, include as additional insured (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include completed operations insurance;

4. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;

5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);

6. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment.

a. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, (other than caused by flood) and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;

5. allow for partial utilization of the Work by Owner;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

B. Owner shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.

D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

5.07 *Waiver of Rights*

A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insured or additional insured (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver

may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.

B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance: Option to Replace*

A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent

who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances. The superintendent will be Contractor's representative at the Site and shall have authority to act on behalf of Contractor. All communications given to or received from the superintendent shall be binding on Contractor.

6.02 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed

adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.

1. "Or-Equal" Items: If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that:

1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole,

3) it has a proven record of performance and availability of responsive service; and

b. Contractor certifies that, if approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times, and

2) it will conform substantially to the detailed requirements of the item named in the

2. Substitute Items

a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. Contractor shall submit sufficient information as provided below to allow Engineer to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.

c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented in the General Requirements and as Engineer may decide is appropriate under the circumstances.

d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

1) shall certify that the proposed substitute item will:

a) perform adequately the functions and achieve the results called for by the general design,

b) be similar in substance to that specified, and

c) be suited to the same use as that specified;

2) will state:

a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time;

b) whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and

c) whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any

license fee or royalty;

3) will identify:

a) all variations of the proposed substitute item from that specified, and

b) available engineering, sales, maintenance, repair, and replacement services;

4) and shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change,

B. Substitute Construction Methods or Procedures: If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.

C. Engineer's Evaluation: Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.

D. Special Guarantee: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

E. Engineer's Cost Reimbursement: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute item so proposed or submitted by Contractor, Contractor shall reimburse Owner for the charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

F. Contractor's Expense: Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity, nor

2. shall anything in the Contract Documents create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.

E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or

furnishing any of the Work to communicate with Engineer through Contractor.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of Owner or Engineer its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any

invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 *Taxes*

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11 *Use of Site and Other Areas*

A. Limitation on Use of Site and Other Areas

1. Contractor shall confine construction equipment,

the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to

Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

6.13 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

C. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or , or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

D. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the acceptable Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. Shop Drawings

a. Submit number of copies specified in the General Requirements.

b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. *Samples*: Contractor shall also submit Samples to Engineer for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals.

a. Submit number of Samples specified in the Specifications.

b. Clearly identify each Sample as to material,

Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.

B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. Submittal Procedures

1. Before submitting each Shop Drawing or Sample, Contractor shall have determined and verified:

a. all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

b. the suitability of all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;

c. all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto; and

d. shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations, that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawing's or Sample Submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. Engineer's Review

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents

and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. Resubmittal Procedures

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 Continuing the Work

A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 Contractor's General Warranty and Guarantee

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its Related Entities shall be entitled to rely on representation of Contractor's warranty and guarantee.

B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;
2. recommendation by Engineer or payment by Owner of any progress or final payment;
3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
4. use or occupancy of the Work or any part thereof by Owner;
5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;
6. any inspection, test, or approval by others; or
7. any correction of defective Work by Owner.

6.20 Indemnification

A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.

B. In any and all claims against Owner or Engineer or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the

amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 Delegation of Professional Design Services

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.

B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 - OTHER WORK AT THE SITE

7.01 *Related Work at Site*

A. Owner may perform other work related to the Project at the Site with Owner's employees, or via other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to Contractor prior to starting any such other work; and

2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.

B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and shall properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.

B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's actions or inactions.

C. Contractor shall be liable to Owner and any other contractor for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's action or inactions.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

8.02 *Replacement of Engineer*

A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. Owner's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by Engineer in preparing the Contract Documents.

8.06 *Insurance*

A. Owner's responsibilities, if any, in respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility in respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. If and to the extent Owner has agreed to furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents, Owner's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents and will not be changed without written consent of Owner and Engineer.

9.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.

B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.

C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.

D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.

B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believe that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.

C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.

D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to, the Resident Project Representative, if any, and assistants, if any.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.B.

10.03 *Execution of Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:

1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed

sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

A. If notice of any change affecting the general Scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any bond to be given to a surety, the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.05 *Claims*

A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.

B. *Notice:* Written notice stating the general nature of each Claim, shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:

1. deny the Claim in whole or in part,
2. approve the Claim, or

3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.

D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.

E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.

F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 - COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in Paragraph 11.01.B.

I. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday

pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.

4. Costs of special consultants (including but not limited to Engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

- a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
- b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
- c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expresses, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. Costs Excluded: The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A and 11.01.B.

C. Contractor's Fee: When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

D. Documentation: Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 Allowances

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. Cash Allowances

1. Contractor agrees that:

a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. Contingency Allowance

1. Contractor agrees that a contingency allowance, if

any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 Unit Price Work

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect any other item of Work; and

3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 Change of Contract Price

A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the

Contract in accordance with the provisions of Paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;

b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an

amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.

D. Owner, Engineer and the Related Entities of each of them shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of Engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's Site safety procedures and programs so that they may comply therewith as applicable.

13.03 *Tests and Inspections*

A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in said Paragraph 13.04.C; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, it must, if requested by Engineer, be uncovered for observation.

F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.

B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.

C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.

D. If, the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

A. Promptly after receipt of notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. repair such defective land or areas; or
2. correct such defective Work; or

3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and

4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate

decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.

C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. Applications for Payments

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. Review of Applications

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations on the Site of the executed Work as an experienced and qualified design professional and on Engineer's review of the Application for Payment and the

accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and to any other qualifications stated in the recommendation); and

c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or

b. that there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

a. to supervise, direct, or control the Work, or

b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or

e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or

any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

- a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
- b. the Contract Price has been reduced by Change Orders;
- c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
- d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. Payment Becomes Due

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. Reduction in Payment

1. Owner may refuse to make payment of the full amount recommended by Engineer because:

- a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
- b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
- c. there are other items entitling Owner to a set-off against the amount recommended; or
- d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.

2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the

amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor corrects to Owner's satisfaction the reasons for such action.

3. If it is subsequently determined that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1.

14.03 Contractor's Warranty of Title

A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 Substantial Completion

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.

B. Promptly after Contractor's notification, , Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will within 14 days after submission of the tentative certificate to Owner notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will within said 14 days execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor

agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to complete or correct items on the tentative list.

14.05 *Partial Utilization*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions.

1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor will certify to Owner and Engineer that such part of the Work is substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particu-

lars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. Application for Payment

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

- a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.7;
- b. consent of the surety, if any, to final payment;
- c. a list of all Claims against Owner that Contractor believes are unsettled; and
- d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner or Owner's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. Engineer's Review of Application and Acceptance

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment

and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. Payment Becomes Due

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and, will be paid by Owner to Contractor.

14.08 Final Completion Delayed

A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 Waiver of Claims

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 Owner May Suspend Work

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 Owner May Terminate for Cause

A. The occurrence of any one or more of the following events will justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);

2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;

3. Contractor's disregard of the authority of Engineer; or

4. Contractor's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:

1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion),

2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and

3. complete the Work as Owner may deem expedient.

C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all

court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph Owner shall not be required to obtain the lowest price for the Work performed.

D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B, and 15.02.C.

15.03 *Owner May Terminate For Convenience*

A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. reasonable expenses directly attributable to termination.

B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 - DISPUTE RESOLUTION

16.01 *Methods and Procedures*

A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.

B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.

C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become

final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:

1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions, or
2. agrees with the other party to submit the Claim to another dispute resolution process, or
3. gives written notice to the other party of their intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 - MISCELLANEOUS

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or
2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive

final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

17.06 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

Supplementary Conditions

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (No. C-700, 2002 Edition) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

SC-2.02 Delete Paragraph 2.02.A in its entirety and insert the following:

- A. *Owner shall furnish to Contractor up to three printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.*

SC-4.06 Delete Paragraphs 4.06.A and 4.06.B in their entirety and insert the following:

- A. *No reports on drawings related to Hazardous Environmental Conditions are known to Owner or Engineer.*
- B. *Not Used.*

SC-5.04 Add the following new paragraph immediately after Paragraph 5.04.B:

- C. *The limits of liability for the insurance required by Paragraph 5.04 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:*
 - 1. *Workers' Compensation, and related coverages under Paragraphs 5.04.A.1 and A.2 of the General Conditions:*

a. <i>State</i>	<i>Statutory</i>
b. <i>Applicable Federal (e.g., Longshoreman's)</i>	<i>Statutory</i>
c. <i>Employer's Liability</i>	<i>\$100,000</i>
 - 2. *Contractor's General Liability under Paragraphs 5.04.A.3 through A.6 of the General Conditions which shall include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor:*

a. <i>General Aggregate</i>	<i>\$1,000,000</i>
b. <i>Products – Completed Operations Aggregate</i>	<i>\$1,000,000</i>
c. <i>Personal and Advertising Injury</i>	<i>\$1,000,000</i>
d. <i>Each Occurrence (Bodily Injury and Property Damage)</i>	<i>\$1,000,000</i>
e. <i>Property Damage liability insurance will provide Explosion, Collapse, and Under-ground coverages where applicable.</i>	
f. <i>Excess or Umbrella Liability</i>	
1) <i>General Aggregate</i>	<i>\$1,000,000</i>
2) <i>Each Occurrence</i>	<i>\$1,000,000</i>

3. *Automobile Liability under Paragraph 5.04.A.6 of the General Conditions:*

- a. *Bodily Injury:*
 - 1) *Each person* \$1,000,000
 - 2) *Each Accident* \$1,000,000
- b. *Property Damage:*
 - 1) *Each Accident* \$ 500,000
- c. *Combined Single Limit of* \$1,000,000

4. *The Contractual Liability coverage required by Paragraph 5.04.B.4 of the General Conditions shall provide coverage for not less than the following amounts:*

- a. *Bodily Injury:*
 - 1) *Each Accident* \$1,000,000
 - 2) *Annual Aggregate* \$1,000,000
- b. *Property Damage:*
 - 1) *Each Accident* \$1,000,000
 - 2) *Annual Aggregate* \$1,000,000

5.04.B.1. Additional Insureds:

Taylor County Board of County Commissioners

SC-6.06 Add a new paragraph immediately after Paragraph 6.06.G:

- H. *The Contractor shall not award work valued at more than fifty (50%) percent of the Contract Price to Subcontractor(s), without prior written approval of the Owner.*

SC-6.10 Add a new paragraph immediately after Paragraph 6.10.A:

- B. *Owner is exempt from payment of sales and compensating use taxes of the State of Florida and of cities and counties thereof on all materials to be incorporated into the Work which are Direct Purchased by Owner.*
- 1. *Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of Direct Purchased supplies and materials to be incorporated into the Work.*
 - 2. *Owner's exemption does not apply to supplies, materials, or construction tools, machinery, equipment, or other property purchased by or leased by Contractor, or to supplies or materials not incorporated into the Work.*

SC-6.13

Permits secured from the County, City, Florida Department of Transportation, Florida Department of Health, Suwannee River Water Management District, Army Corp of Engineers or the Florida Department of Environmental Protection and specific requirements shall be strictly adhered to, including all requirements for the protection of wetlands and Manatees, if applicable.

SC-9.03.A. Add the following language at the end of paragraph 9.03.A:

1. *The County will provide Project Representative services for this project. All work performed for this project shall be inspected by an authorized representative of the Board of County Commissioners of Taylor County on a five day, 8:00 a.m. ~ 5:00 p.m., Monday through Friday work week, excluding County-designated holidays. If weekend work becomes necessary, it must be authorized by the County's representative at least three days prior to scheduling of such work.*
 - a. *The authorized representative shall be given no less than 24 hours prior notice of the expected time and date of pertinent aspects of this project to include, but not be limited to, concrete pours, material deliveries, lane closures etc.*
 - b. *The following individuals, in the listed order, will be the responsible agent(s) for the County:*

*Dustin Hinkel, County Administrator
Andy McLeod, Public Works Division Director
Kenneth Dudley, County Engineer
Brent Burford, Engineer*

SC-14.02.A.3 Add the following language at the end of paragraph 14.02.A.3:

No payments will be made that would deplete the retainage, place in escrow any funds that are required for retainage, or invest the retainage for the benefit of the Contractor.

SC-14.02.C.1. Delete Paragraph 14.02.C.1 in its entirety and insert the following in its place:

1. *The Application for Payment with Engineer's recommendations will be presented to the County for consideration. If the County finds the Application for Payment acceptable, the recommended amount less any reduction under the provisions of Paragraph 14.02.D will become due thirty days after the Application for Payment is presented to the County, and the County will make payment to the Contractor.*

SC-16

The venue of any litigation as a result of this agreement shall be exclusively in Taylor County, Florida.

SUPPLEMENTAL SPECIFICATIONS

1. The Taylor County Board of County Commissioners is improving Roberts Aman Road under the terms of an FDOT SCOP Agreement. Such improvements include widening and resurfacing, constructing a new limerock base for the 2' paved widening addition on one side of the road, ditch grading, mitered end section construction, signage and pavement markings, as more fully detailed in the project plans and specifications. All work shall be completed in accordance with "Florida Department of Transportation (FDOT) Roadway and Traffic Design Standards", latest edition or "FDOT Standard Specifications for Road and Bridge Construction", latest edition and as amended by these specifications or plans.
2. FDOT MODIFICATIONS - When "FDOT Roadway and Traffic Design Standards" or "FDOT Standard Specifications for Road and Bridge Construction" refers to FDOT, Engineer, Department, Inspector, these items shall refer to Taylor County Engineer or authorized representative. When "FDOT Roadway and Traffic Design Standards" or "FDOT Standard Specifications for Road and Bridge Construction" refers to Laboratory this item refers to an independent properly licensed testing lab selected by Contractor with approval of County and fully compensated by Contractor.
3. FDOT SPECIFICATIONS – When the specifications refer to the State of Florida or officials of the State it shall be interpreted as the County Commissioners or their authorized representative.
4. WARRANTY - The Correction Period specified in Paragraph 13.07 of the General Conditions is modified to require that all workmanship and materials furnished to complete this project shall be warranted for no less than a three-year period after the date of final acceptance. The Performance Bond for this project may be reduced to 75% of the contract amount after completion of the first year of warranty and then further reduced to 50% for the final year.
5. All materials used shall meet all requirements of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition and methods of construction shall meet all requirements of the Florida Department of Transportation Roadway and Traffic Design Standards, latest edition. Materials testing for this project shall be performed by an independent properly licensed testing lab selected by the Contractor with approval of the County and compensated by the Contractor. Results of required testing shall be forwarded and approved prior to covering work and prior to acceptance for payment.
6. The Contractor shall be responsible for establishing all lines and grades together with all reference points as required by the various trades for all work under this Contract. All required layout shall be done using competent and experienced personnel under the supervision of a Land Surveyor registered in the State of Florida at the Contractor's expense. Control points established by the Owner and disturbed by the Contractor will be replaced by the Contractor at his expense. Survey monuments or markers which will be removed by construction shall be properly referenced to the right-of-way line prior to removal. Reference documentation shall be provided to the County upon project

completion. Project control shall be permanently established once all pavement has been placed, completed and accepted.

7. Once each phase of this project begins, the Contractor shall maintain asphalt application efforts at one location at a time. Taylor County shall provide one (1) authorized representative to be on site during asphalt application. All material tickets shall be presented to this representative at time of delivery and indicate required information (FDOT #, Tonnage, Temp, etc.).
8. Material Testing and Sampling shall be completed as required by the FDOT Standard Specifications, these Supplemental Specifications and the Construction Plans. Additional random material samples shall be collected and tests run at the discretion of Taylor County's authorized representative as part of the mandatory testing requirements.
9. Unless otherwise authorized, regulate paving machine speed to no more than 70 feet-per-minute to obtain smooth, continuous surface free of pulls and tears in asphalt-paving mat.
10. Offset longitudinal joints in successive asphalt courses a minimum of 4 inches. Offset lateral joints in asphalt courses a minimum of 24 inches.
11. LIMEROCK BASE: There shall be no adjustment or extra payment for additional thickness of base material.
12. PRIME COAT: A prime coat shall be applied to the finished base course prior to the application of asphalt courses at the rate of 0.10 gallon per square yard per asphalt course application. AEP is the preferred Prime material. Use of EPR-1 will be permitted as a Prime Coat with submission of a FDOT pretest certification and when diluted at no less than a 3:1 water ratio and applied at 0.2~0.25 gal/sy. NTSS-1hm, Trackless Tack, will not be permitted as a prime material. Prime coat shall include an approved cover material and be allowed to cure a minimum of 24 hours before paving commences.
13. SEEDING & MULCHING {Performance Turf}: Permanent seed shall be (Bermuda @ 80 lb/acre), temporary seed (Rye {October ~ March} or Brown Top Millet {April ~ September} @ 20 lb/acre) mixture and placement. Seed shall comply with Section 981 and be placed consistent with Section 570, FDOT Specifications, latest edition.
14. SODDING {Performance Turf (SOD)}: Roadway Sod shall be rolled Bermuda. Remaining areas may be pallet sod. Sod shall comply with Section 981 and be placed consistent with Section 570, FDOT Specifications, latest edition. Sod may be required to match adjacent type in and around residential properties.
15. Unless noted otherwise, roadway improvements shall include providing & installing OM2V at each approach side of all cross-drains throughout the projects limits.
16. Unless noted otherwise, all D3 Street name signage shall use a 9 inch high sign with 6 inch uppercase and 4 inch lower case lettering. Public Street names shall be placed on a green sign with white lettering and border. Private Streets shall use a blue background sign with white lettering and border.
17. CONCRETE: Unless noted otherwise, all concrete shall use one of the curing materials consistent with Section 925, FDOT Specifications, latest edition.

BID FORM**Roberts Aman Road Widening/Resurfacing Project****2008-003-ENG 1a****TABLE OF ARTICLES**

<u>Article</u>	<u>Article No.</u>
ARTICLE 1 – BID RECIPIENT	1
ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS	1
ARTICLE 3 – BIDDER'S REPRESENTATIONS	1
ARTICLE 4 – FURTHER REPRESENTATIONS	2
ARTICLE 5 – BASIS OF BID	3
ARTICLE 6 – TIME OF COMPLETION	3
ARTICLE 7 – ATTACHMENTS TO THIS BID	3
ARTICLE 8 – DEFINED TERMS	4
ARTICLE 9 – BID SUBMITTAL	4

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

*Taylor County Board of County Commissioners
Clerk of Court
1st Floor Courthouse, Suite 102
108 North Jefferson St.
Perry, Florida 32347*

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in SC-4.02, and (2) reports and drawings of Hazardous Environmental Conditions that have been identified in SC-4.06.
- E. Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.
- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- K. Bidder will submit written evidence of its authority to do business in the state where the Project is located not later than the date of its execution of the Agreement.

ARTICLE 4 – FURTHER REPRESENTATIONS

4.01 Bidder further represents that:

- A. this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

- D. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

ARTICLE 5 – BASIS OF BID

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Roberts Aman Widening/Resurfacing Project: 2008-001-ENG_1a

Total Lump Sum Bid Price	Eight Hundred Fifty Five Thousand Five Hundred Ten Dollars and No Cents	\$ 855,510.00
90 Days	(words)	(numerals)

Any and all specified cash allowances are included in the price(s) set forth above and have been computed in accordance with Paragraph 11.02 of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

Bidder also acknowledges that the award of this project or any portion thereof will be contingent upon the availability of funds. If funding is not available to award the project in its entirety, the Board of County Commissioners reserves the right to award portions thereof so as to remain within available funding. Such partial award will not relieve the Bidder from complying with the full requirements of the awarded portions as more specifically detailed within these specifications.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07.B of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the Contract Times.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are attached to and made a condition of this Bid:
- A. Required Bid security in the form of 5% of total bid
 - B. Certificate of Liability Insurance or Agency Statement
 - C. Declaration Page form Workers' Compensation Insurance or Exemption Issued by the State of Florida
 - D. Workers' Compensation Hold Harmless Agreement (Required when submitting a W.C. exemption)
 - E. Public Entity Crimes Affidavit, signed and notarized, as required by Chapter 287.133(3)(a), F.S.
 - F. Non-Collusion Affidavit
 - G. Valid Business/Contractor Licensing/Registration Information
 - H. Proof of current qualification with the Florida Department of Transportation in Tallahassee, Florida to conduct the scope of work outlined in these specifications.

- I. List of Proposed Subcontractors and portion of work provided (Include: Scope of proposed Work, Value of work, % of total)
- J. List of Proposed Suppliers (Include: List of proposed supplies, Value of supplies, % of total)
- K. List of Project References

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

- 9.01 This Bid submitted by:

If Bidder is:

An Individual

Name (typed or printed): N/A

By: _____ (SEAL)
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: N/A (SEAL)

By: _____
(Signature of general partner – attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: Anderson Columbia Co., Inc (SEAL)

State of Incorporation: Florida

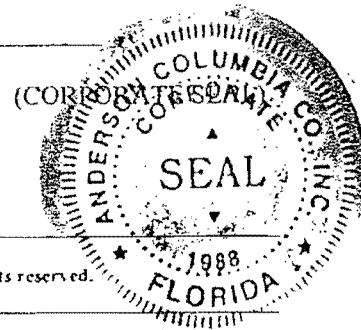
Type (General Business, Professional, Service, Limited Liability): General

By: E. Tony Williams, Jr.
(Signature – attach evidence of authority to sign)

Name (typed or printed): E. Tony Williams, Jr

Title: Vice President

Attest: Kathy L. Howell, Witness



Date of Authorization to do business in FLORIDA is 03 / 07 / 1988.

A Joint Venture

Name of Joint Venture: N/A

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: N/A (SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address _____

Phone No. _____ Fax No. _____

SUBMITTED on _____, 20____.

State Contractor License No. _____ (If applicable)

**SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract No. 2008-003-ENG-1A
for Roberts Amen Road Widening/Resurfacing Project

2. This sworn statement is submitted by Anderson Columbia Co., Inc
(Name of entity submitting sworn statement)

Whose business address is P. O. Box 1829, Lake City, Fl. 32056

_____ and
(if applicable) its Federal Employer Identification Number (FEIN) is 59-2871935
(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn
statement: _____.)

3. My name is E. Tony Williams Jr. and my relationship to the entity
name above is Vice President

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

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

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
a. A predecessor or successor of a person convicted of a public entity crime: or
b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

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

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

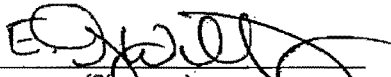
X Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, nor affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1,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

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

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

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

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


(Signature)
E. Tony Williams, Jr., Vice President

February 27, 2014
(Date)

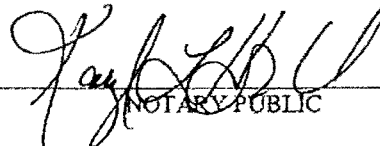
STATE OF Florida

COUNTY OF Columbia

PERSONALLY APPEARED BEFORE ME, the undersigned authority, E. Tony Williams, Jr,
(Name of individual signing)

who, after first being sworn by me, affixed his/her signature in the space provided above on this 27th day

of February, 2015


NOTARY PUBLIC

My commission expires:



NON-COLLUSION AFFIDAVIT

(STATE OF FLORIDA, COUNTY OF TAYLOR)

E. Tony Williams Jr being first duly sworn, deposes and says that:

- (1) He/She/They is/are the Vice President of
(Owner, Partner, Officer, Representative or Agent)
Anderson Columbia Co., Inc, the Bidder that has submitted the attached Bid;
- (2) He/She/They is/are fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from Bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix any overhead, profit, or cost elements of the Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid Price or the Bid Price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties of interest, including this affiant.

Signed, sealed and delivered in the presence of:

[Signature]
Witness
[Signature]
Witness

By: [Signature]
Signature
E. Tony Williams, Jr., Vice President
Print Name and Title

STATE OF Florida, (COUNTY OF Columbia)

On this the 27th day of February, 2015, before me, the undersigned Notary Public of the State of Florida, personally appeared (Name(s)) of individual(s) who appeared before notary) E. Tony Williams, Jr and whose name(s) is/are subscribed to the within Affidavit of Non-Collusion, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal.

NOTARY PUBLIC:

SEAL OF OFFICE:



(Name of Notary Public: Print, Stamp or type as commissioned)

☒ Personally known to me, or

☐ Did take an oath, or

☐ Personal identification:

☐ Did Not take an oath.

Type of Identification Produced

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER	
CGC060909	

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2016

WILLIAMS, ERVIN TONY JR.
ANDERSON COLUMBIA CO INC
871 NW GUERDON ST
LAKE CITY FL 32055



ISSUED: 08/31/2014

DISPLAY AS REQUIRED BY LAW

SEQ # L1408310005724

Listing of Prequalified Contractors

Contractor with Name ANDERSON COLUMBIA CO., INC.
1-1 of 1 contractors

VENDOR NAME	HOME OFFICE ADDRESS	BIDDING OFFICE ADDRESS
ANDERSON COLUMBIA CO., INC. F592871935002 EXPIRES: 6/30/2015	871 NW GUERDON STREET BOX 1829 LAKE CITY, FL 32055 (386)752-7585	871 NW GUERDON STREET BOX 1829 LAKE CITY, FL 32055 (386)752-7585
WORK CLASSES		
DEBRIS REMOVAL (EMERGENCY)	DRAINAGE	
FENCING	FLEXIBLE PAVING	
GRADING	GRASSING, SEEDING AND SODDING	
GUARDRAIL	HOT PLANT-MIXED BITUM. COURSES	
INTERMEDIATE BRIDGES	MAJOR BRIDGE - BRIDGES OF CONVENTIONAL CONSTRUCTION WHICH ARE OVER A WATER OPENING OF 1,000 FEET OR MORE	
MAJOR BRIDGE - CURVED STEEL GIRDERS	MAJOR BRIDGE - MULTI-LEVEL ROADWAYS	
MAJOR BRIDGE - STEEL TRUSS CONSTRUCTION	MINOR BRIDGES	
PORTLAND CEMENT CONCRETE ROADWAY PAVING	R&R INTERMEDIATE BRIDGES ("R&R" IS REPAIR AND REHABILITATE)	
R&R MINOR BRIDGES	ROADWAY SIGNING	
* UTILITY WORK AND SIDEWALK.		



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/1/2014

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

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

PRODUCER Penta Risk Associates of Georgia LLC 3715 Northside Pkwy Bldg 400 Suite 550 Atlanta GA 30327		CONTACT NAME: Nancy Rogge PHONE (A/C, No, Ext): (404) 809-2530 FAX (A/C, No): (404) 809-2531 E-MAIL ADDRESS: nrogge@pentarisk.com																						
INSURED Anderson Columbia Co., Inc. P.O. Box 1829 Lake City FL 32056		<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>Old Republic General Insurance</td><td>24139</td></tr><tr><td>INSURER B:</td><td>Starr Indemnity & Liability</td><td>38318</td></tr><tr><td>INSURER C:</td><td>SAFETY NATIONAL CASUALTY</td><td>15105</td></tr><tr><td>INSURER D:</td><td>Alterra Excess & Surplus Ins</td><td>33189</td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Old Republic General Insurance	24139	INSURER B:	Starr Indemnity & Liability	38318	INSURER C:	SAFETY NATIONAL CASUALTY	15105	INSURER D:	Alterra Excess & Surplus Ins	33189	INSURER E:			INSURER F:		
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INSURER F:																								

COVERAGES CERTIFICATE NUMBER: 14-15 Anderson FL XS WC REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY			A4DG00321403	5/1/2014	5/1/2015	EACH OCCURRENCE	\$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 10,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$ 1,000,000	
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC						GENERAL AGGREGATE	\$ 2,000,000	
							PRODUCTS - COMPROP AGG	\$ 2,000,000	
									\$
A	AUTOMOBILE LIABILITY			A4DA00321403	5/1/2014	5/1/2015	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000	
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$	
	<input checked="" type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$	
	<input checked="" type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$	
								\$	
B	UMBRELLA LIAB		<input checked="" type="checkbox"/> OCCUR				EACH OCCURRENCE	\$ 13,000,000	
D	<input checked="" type="checkbox"/> EXCESS LIAB		<input type="checkbox"/> CLAIMS-MADE	1000020920	5/1/2014	5/1/2015	AGGREGATE	\$ 13,000,000	
	DED		RETENTION \$	MAX3EC50000494	5/1/2014	5/1/2015		\$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			SP 4050627	4/1/2014	4/1/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	<input type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT	\$ 1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000	

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

General Liability "Per Project" and "Per Location" General Liability shown above applies only where required by written contract signed by an authorized representative of the Named Insured.

CERTIFICATE HOLDER

CANCELLATION

*** SAMPLE CERTIFICATE ***
FOR BIDDING PURPOSES ONLY

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

AUTHORIZED REPRESENTATIVE

Brad Lastinger/MMS

ACORD 25 (2010/05)
INS025 (201005).01

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Subcontractor List
Roberts Aman Road Widening/Resurfacing Project

Jenkins Painting, Inc
5551 NW 60th St
Chiefland, FL. 32626

Pavement Markings



TAYLOR COUNTY BOARD OF COMMISSIONERS
County Commission Agenda Item

SUBJECT/TITLE:	2014 DMH Audit presented by Draffin & Tucker
	
MEETING DATE REQUESTED:	May 19, 2015

Statement of Issue: **DMH 2014 Audit**

Recommended Action:

Fiscal Impact:

Budgeted Expense:

Submitted By: **Tasha Towles on behalf of Mary Lescher, Interim CEO**

Contact: **Tasha Towles/Mary Lescher 584-0885**

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

Attachments: **2014 DMH Audit presented by Draffin & Tucker**

Doctors' Memorial Hospital, Inc.

Financial Highlights

For the year ended

May 31, 2014



Presented by:

Draffin & Tucker, LLP

OPINION – UNMODIFIED

Opinion

In our opinion, the 2014 financial statements referred to above present fairly, in all material respects, the financial position of Doctors' Memorial Hospital, Inc. as of May 31, 2014, and the results of its operations and cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

INCOME STATEMENT – OPERATIONS

	<u>2014</u>	<u>2013</u>
Operating revenue:		
Net patient service revenue (net of provision for bad debts of \$6,260,000 in 2014 and \$6,398,000 in 2013)	\$ 24,372,000	\$ 24,547,000
Other revenue	<u>277,000</u>	<u>340,000</u>
Total operating revenues	<u>24,649,000</u>	<u>24,887,000</u>
Operating expenses:		
Salaries and benefits	14,188,000	14,483,000
Contract labor and professional fees	1,942,000	2,281,000
Supplies and drugs	3,486,000	3,667,000
Insurance	620,000	665,000
Utilities	778,000	863,000
Rent	2,031,000	2,032,000
Repairs and maintenance	699,000	610,000
Depreciation and amortization	575,000	920,000
Purchased services	1,718,000	1,498,000
Public medical assistance fees	209,000	218,000
Other	<u>278,000</u>	<u>250,000</u>
Total operating expenses	<u>26,524,000</u>	<u>27,487,000</u>
Operating loss	<u>(1,875,000)</u>	<u>(2,600,000)</u>

INCOME STATEMENT – EXCESS REVENUES

	<u>2014</u>	<u>2013</u>
Nonoperating revenues (expenses):		
Interest expense	\$ (104,000)	\$ (123,000)
Loss on disposal of equipment	(5,000)	-
Investment income	7,000	10,000
Noncapital contributions	2,090,000	2,206,000
Governmental incentives	<u>1,056,000</u>	<u>764,000</u>
Total nonoperating revenue	<u>3,044,000</u>	<u>2,857,000</u>
Excess revenues before capital contributions	1,169,000	257,000
Capital contributions	<u>95,000</u>	<u>-</u>
Increase in net position	1,264,000	257,000
Net position at beginning of year	<u>2,846,000</u>	<u>2,589,000</u>
Net position at end of year	<u>\$ 4,110,000</u>	<u>\$ 2,846,000</u>

CHANGE IN NET INCOME

	<u>Change</u>	<u>Income Effect 2013 to 2014</u>
Charges to patients	Inc	\$ 995,000
Contractual allowances and charity	Inc	(1,308,000)
Provision for bad debts	Dec	<u>138,000</u>
Net charges to patients	Dec	(175,000)
Operating costs (salaries, supplies, etc.)	Dec	<u>618,000</u>
Effect on operating profit	Inc	443,000
Other revenue	Dec	(63,000)
Depreciation	Dec	345,000
Interest	Dec	19,000
Investment income	Dec	(3,000)
Noncapital contributions	Dec	(116,000)
Governmental incentives	Inc	292,000
Other income	Dec	<u>(5,000)</u>
Effect on net income	Inc	<u>\$ 912,000</u>

BALANCE SHEET – ASSETS

	<u>2014</u>	<u>2013</u>
ASSETS		
Current assets:		
Cash and cash equivalents	\$ 1,133,000	\$ 384,000
Patient accounts receivable, net of estimated uncollectibles and contractual adjustments of \$6,851,000 in 2014 and \$7,021,000 in 2013	2,370,000	2,640,000
Estimated third-party payor settlements	45,000	-
Supplies	814,000	744,000
Other receivables	164,000	233,000
Prepaid expenses and other current assets	<u>345,000</u>	<u>368,000</u>
Total current assets	<u>4,871,000</u>	<u>4,369,000</u>
Capital assets:		
Land	250,000	250,000
Construction-in-progress	140,000	-
Depreciable capital assets, net of accumulated depreciation	<u>2,351,000</u>	<u>2,540,000</u>
Total capital assets, net of accumulated depreciation	<u>2,741,000</u>	<u>2,790,000</u>
Total assets	<u>\$ 7,612,000</u>	<u>\$ 7,159,000</u>

BALANCE SHEET – LIABILITIES & NET POSITION

	<u>2014</u>	<u>2013</u>
LIABILITIES AND NET POSITION		
Current liabilities:		
Current maturities of long-term debt	\$ 447,000	\$ 215,000
Accounts payable	639,000	1,112,000
Accrued expenses	1,257,000	1,245,000
Estimated third-party payor settlement	<u>27,000</u>	<u>248,000</u>
Total current liabilities	2,370,000	2,820,000
Long-term debt, excluding current maturities	<u>1,132,000</u>	<u>1,493,000</u>
Total liabilities	<u>3,502,000</u>	<u>4,313,000</u>
Net position:		
Net investment in capital assets	1,410,000	1,320,000
Unrestricted	<u>2,700,000</u>	<u>1,526,000</u>
Total net position	<u>4,110,000</u>	<u>2,846,000</u>
Total liabilities and net position	<u>\$ 7,612,000</u>	<u>\$ 7,159,000</u>

COMPARISONS

<u>Hospital</u>	<u>Net Patient Revenue (thousands)</u>
A	\$ 27,000
B	\$ 43,000
C	\$ 26,000
D	\$ 23,000
DMH	\$ 24,000
E	\$ 25,000
F	\$ 22,000

National statistic represents Rural hospitals with net revenue less than \$90 million.

SUMMARY OF FINANCIAL POSITION

	Doctors'	D	E	F	AVG
1. Occupancy percentage	20%	28%	22%	16%	22%
2. Current ratio	2.1	1.5	0.8	0.4	0.9
3. Days cash on hand	16	28	15	54	32
4. Average pay period (days)	33	75	82	263	140
5. Return on total assets	15%	0%	-24%	-26%	-17%
6. Net days revenue in net accounts receivable	35	59	42	51	51
7. Average age of plant (years)	18.2	18.9	25.3	10.2	18.1
8. Long-term debt to equity	28%	103%	49%	-111%	14%
9. Operating margin ratio	-7.6%	-3.2%	-9.8%	-20.8%	-11.3%
10. ALOS - Medicare (days)	3.6	4.0	4.2	3.7	4.0
11. Medicare Case Mix Index	1.15	1.13	1.47	1.12	1.24
12. ALOS - Medicaid (days)	2.5	2.7	3.2	3.0	3.0
13. Change in operating revenues	-1%	6%	1%	4%	4%
14. Change in operating expenses	-4%	13%	-2%	0%	4%
15. Operating profit (loss) in thousands	(\$1,875)	(\$786)	(\$2,641)	(\$4,976)	(\$2,801)
16. Excess revenue (expense) in thousands	\$1,169	(\$70)	(\$2,394)	(\$5,381)	(\$2,615)

SUMMARY OF FINANCIAL POSITION

	Doctors'	D	E	F	AVG
17. Salaries as a % of net revenue	50%	54%	58%	43%	52%
18. Salaries and benefits as a % of net revenue	58%	66%	69%	60%	65%
19. Salaries and benefits as a % of operating exp	53%	60%	59%	45%	55%
20. FTEs	265	290	367	242	300
21. Salary per FTE	\$45,600	\$42,800	\$39,400	\$38,900	\$40,400
22. Net Patient Revenue per FTE	\$92,000	\$79,000	\$68,000	\$90,000	\$79,000
23. Return on investments	1%	1%	2%	11%	5%
24. Proportion of investment income to net income	1%	13%	1%	2%	5%
25. Electronic Health Record incentive in thousands	\$ 1,056	\$ 839	\$ 1,353	\$ 1,596	\$ 1,263

MEDICARE COMPARISON

	Doctors'	D	E	F	AVG
1. Inpatient gross charges per discharge	\$ 13,772	\$ 19,546	\$ 12,367	\$ 14,485	\$15,466
2. Inpatient gross reimbursement per discharge	\$ 7,893	\$ 6,759	\$ 9,310	\$ 6,325	\$ 7,464
Inpatient Discharges	515	529	398	597	508
3. Swingbed gross charges per discharge	\$ 9,704	\$ 14,434	\$ 15,956	\$ 7,945	\$12,778
4. Swingbed gross reimbursement per discharge	\$ 2,971	\$ 2,725	\$ 5,152	\$ 2,997	\$ 3,625
Swingbed Discharges	42	58	103	46	69
5. Outpatient gross charges per claim	\$ 1,418	\$ 2,644	\$ 1,316	\$ 1,704	\$ 1,888
6. Outpatient gross reimbursement per claim	\$ 434	\$ 398	\$ 398	\$ 394	\$ 397
Outpatient Claims	5,860	3,640	4,360	4,464	4,155

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO MAKE TWO APPOINTMENTS TO THE BOARD OF DIRECTORS OF DOCTORS' MEMORIAL HOSPITAL, AS AGENDAED BY THE COUNTY ADMINISTRATOR

MEETING DATE REQUESTED:

MAY 19, 2015

Statement of Issue:

Recommended Action:

Fiscal Impact:

Budgeted Expense:

Submitted By:

Contact:

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

Attachments:

Margaret Dunn

From: Dustin Hinkel
Sent: Wednesday, April 1, 2015 10:18 AM
To: Margaret Dunn
Subject: FW: DMH Board Membership Renewal

Thanks!

Dustin Hinkel

County Administrator
Taylor County Board of County Commissioners

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201 E Green Street
Perry, FL 32347
850-838-3500 ext 7 Office
850-838-3501 Fax
850-672-0830 Cell

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

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

From: Dustin Hinkel
Sent: Wednesday, February 25, 2015 3:46 PM
To: 'John Hornbuckle'
Cc: Margaret Dunn
Subject: RE: DMH Board Membership Renewal

Hi John,

It would appear that I got it backwards. The board does not have a general policy requiring an applicant to be a resident of Taylor County, but does have a policy that incumbents must submit an application. Regardless, it is my understanding that the hospital bylaws governs the actions of the hospital board of directors not the Board of County Commissioners.

Thanks!

Dustin Hinkel

County Administrator
Taylor County Board of County Commissioners

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<http://www.taylorcountygov.com>

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From: John Hornbuckle [<mailto:johnrhornbuckle@gmail.com>]
Sent: Wednesday, February 25, 2015 11:23 AM
To: Dustin Hinkel
Subject: Re: DMH Board Membership Renewal

I'll let the board know they'll need to directly submit the letters/memos to you.

Can you let me know for sure about the residency requirement once you've had the chance to dig into it? Would the county policy supersede the hospital bylaws?

John

On Wed, Feb 25, 2015 at 11:16 AM, Dustin Hinkel <dustin.hinkel@taylorcountygov.com> wrote:

Correct. I would prefer the letters come from the applicants themselves. I believe the county may have a policy requiring appointees in general to be residents.

Dustin Hinkel

County Administrator
Taylor County Board of County Commissioners

On Feb 25, 2015, at 09:47, John Hornbuckle <johnrhornbuckle@gmail.com> wrote:

Attached is the roster of members. I see that Bill is up for renewal at the same time as Dewayne.

So, to be clear... The two vacancies will be publicly advertised and anyone will be able to apply, but Bill and Dewayne don't need to fill them out--it will be sufficient for them (or possibly DMH, on their behalf) to submit a letter/memo indicating their desire to serve another term?

Let me run the application by the full board for review and let you know of any proposed changes. Our bylaws actually don't require Taylor County residency; the only fixed requirement we have is the 18+ age limit.

John

On Wed, Feb 25, 2015 at 9:23 AM, Dustin Hinkel <dustin.hinkel@taylorcountygov.com> wrote:

Good morning John,

All Board appointments must be conducted as open solicitations to the public. It has been the practice of the Board to accept letters/memos of interest in lieu of completed applications from those interested in being re-appointed. Could you please glance over our application to ensure that it is still current with your Board's requirements on participant time. We will then get it front of our Board to open the solicitation process.

Could you please send me a current roster of your board with their term beginning and expiration dates so that we can better anticipate these openings in the future?

Thanks!

Dustin Hinkel

County Administrator

Taylor County Board of County Commissioners

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201 E Green Street

Perry, FL 32347

850-838-3500 ext 7 Office

850-838-3501 Fax

850-672-0830 Cell

dustin.hinkel@taylorcountygov.com

<http://www.taylorcountygov.com>

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

From: John Hornbuckle [mailto:johnrhornbuckle@gmail.com]

Sent: Wednesday, February 25, 2015 9:13 AM

To: Dustin Hinkel

Subject: DMH Board Membership Renewal

Hi, Dustin. Dewayne Lanier's DMH board term will be coming to an end before long. He has expressed interest in serving another term, and we're curious about the process for this.

The last couple of times we've had renewals, there has been some variation in the process. For some members, I believe DMH has simply submitted a memo to the commissioners stating that they wished to serve another term. Some others, though, had to fill out the full application again.

Can you let me know what we'll need to do to get Dewayne taken care of?

John

<2014.5 board members appointments.doc>

Margaret Dunn

From: Margaret Dunn
Sent: Tuesday, April 7, 2015 3:34 PM
To: 'Perry Newspapers'
Cc: Cindy Mock
Subject: Another ad, please
Attachments: DMH Board Vacancy Legal Notice 2015.doc

Could you please run this for us twice between now and May 8, please.

Margaret Dunn
Assistant County Administrator
Taylor County Board of County Commissioners

201 E Green Street, Perry, FL 32347
850-838-3500 Ext 102 Desk
850-843-6299 Cell
850-838-3501 Fax
margaret.dunn@taylorcountygov.com

Doctors' Memorial Hospital is now accepting applications for its Board of Directors. There are two (2) anticipated vacancies on the Board.

Applicants must be 18 years old or older and should:

- Be a resident of Taylor County
- Be willing to spend up to 8 hours per month for meetings and workshops
- Be willing to attend all Board meetings
- Be willing to attend one weekend strategic planning session per year

Applications may be obtained at the County Administrative Building, 201 E. Green Street, Perry, FL. Completed applications must be returned to the County Administrator's office, 201 E. Green Street, Perry, FL, by 5 p.m. May 12, 2015. No applications will be accepted after that time. The Board of County Commissioners will make its selection at the regular Board meeting on May 19, 2015, at 6 p.m.

All applications must be submitted in writing.

Received 5/4/15
11:34 AM
Margaret Dunn

Doctors' Memorial Hospital
333 North Byron Butler Parkway
Perry, FL 32347
850-584-0800

Application for Board of Directors

1. Are you 18 years old or older? ☒ Yes ☐ No
2. Are you a resident of Taylor County ☒ Yes ☐ No
3. Are you willing to spend up to eight hour per month for meetings and workshops? ☒ Yes ☐ No
4. Are you willing to attend all Board Meetings (emergencies excluded)? ☒ Yes ☐ No
5. Are you willing to attend one weekend retreat per year? ☒ Yes ☐ No


Applicant Signature

Arthur Dewayne Lanier
Print Name

Please return to Administration or the Taylor County Administrative Complex
by 5:00 p.m. May 12, 2015. No applications will be accepted after that time.

M

Request for Consideration Questionnaire for Doctors' Memorial Hospital Board of Directors

Name: Arthur Dewayne Lanier

Address: 3249 San Pedro Rd

Phone: Home: 850-223-1567 Work: _____ Fax: _____
Cell: 850-843-0572

Email: ad139@fairpoint.net

Please answer the following questions: (Use additional pages if necessary.)

Education:

High School Graduate: Name: Malone High School

Address: Malone, FL

Post-Secondary Education:

Name: Chipola Junior College

Address: Marianna, FL

Technical Training:

Name: De Vry Technical Institute

Address: _____

Certificates of License Please List:

College Courses or Graduate: Bachelor of Science Degree in Management

Name: Florida State University

Address: Tallahassee, FL

Answer Yes or No. If yes please explain. (Use additional pages if necessary)

1. Are you a resident of Taylor County?

☒ Yes

☐ No

2. Are you currently, or have you been in the last five years, an agent, employer, director or have other affiliation with any medical care provider or other medical care entity?

☐ Yes

☒ No

3. Do you or any family member have any affiliation with any business or company that has a vendor relationship with DMH, Inc. or any other contractual relationship with DMH, Inc?

☐ Yes

☒ No

If Yes explain:

4. Have you or any family members worked at DMH in the last five years?

☐ Yes

☒ No

5. Please list Board/Business/Volunteer/Work Experience:

See Attachment I

6. Why do you wish to serve on the hospital Board of Directors?

I am committed to seeing the Hospital remain a viable institution in our community. I have education and business experience that can be used for the benefit of the Hospital, and this would be a way for me to give back to a community that has given much to me.

7. Please state why your selection as a DMH Board Member would benefit the hospital:

See Attachment II

8. Have you ever been convicted of a misdemeanor or felony in any state or federal court? If yes, please explain in detail:

Yes

No

9. Please describe your viewpoint regarding the role of a Board Member, including your views on a Board Member's relationship with the DMH CEO, Medical Staff and employees.

See Attachment III

10. The DMH Board meets one to two times each month, once a year for a weekend retreat, and participates in self education and orientation. Do you foresee a problem in attending these events?

No. During the period of time I have served on the Board of Directors at DMH I have maintained a near perfect attendance record. I am very committed to my service as a member of the Board of Directors.

11. Please describe, in general, any opinions you have regarding the strengths and weaknesses of DMH operational management and physical plant.

See Attachments IV

12. Further comments:

See Attachment V

13. In your opinion, what is the single most important issue facing rural healthcare in Florida?

See Attachment VI

"On Behalf of the Taylor County Board of County Commissioners, we thank you for taking the time to complete this Request for Consideration Questionnaire and for offering to volunteer your time which would serve as an investment into the future of healthcare in our community."

ATTACHMENT I

WORK EXPERIENCE:

1959-1962 West Florida Telephone Company
Marianna, Florida

Position: Central Office Technician

1962-1996 Gulf Telephone Company
Perry, Florida

Positions:

1962-1968 Central Office Technician

1968-1976 Inside Plant Management Supervisor

1976-1981 Equipment Engineer/Manager

1981-1983 General Plant Manager

1983-1990 Assistant General Manager
Responsible for operations of Gulf Telephone Company
including planning, budgeting and managing the company

1990-1996 General Manager
Responsible for operations of Gulf Telephone Company
including planning, budgeting and managing the company

1996-2002 St. Joe Communications and its successor, GT Com
Perry, Florida and Port St. Joe, Florida

Position: Director of Network Engineering
Responsible for engineering and construction for all of GT
Com. This included planning, budgeting, and managing
budgets and special projects.

OTHER LEADERSHIP EXPERIENCE:

- Served on Board of Directors of Doctors Memorial Hospital for two full terms plus six months of an unexpired term of a previous Board member;
- Served on Board of Directors of Perry-Taylor County Chamber of Commerce;
- Served on Board of Directors of the Code 10 Drug Task Force;
- Served on Board of Directors of the Florida Telephone Association;

ATTACHMENT I (Page 2)

- Was active and served as an officer in the Florida Telephone Association Plant and Engineering Workshop;
- Served on various workgroups and task forces with the Florida Telephone Association and United States Telephone Association;
- Have been an active member and deacon in Southside Baptist Church and First Baptist Church in Perry, and Long Avenue Baptist Church in Port St. Joe. I am presently serving as Sunday School teacher and deacon in the First Baptist Church of Perry; and
- I was a member of Kiwanis for approximately 30 years and have served on the Board of Directors and as president of the Perry club.

ATTACHMENT II

(Response to Question 7)

I have education and experience that are critical for a Board member. Serving in management capacities in a company for many years has provided experiences that have developed my professional leadership abilities. These have proven to be extremely valuable as a Board member. I now have six and a half years of experience on the Board, during which time DMH has made significant improvements in service and operations. Reappointing me would provide continuity and stability on the Board during a critical time of leadership transition and financial challenges for the Hospital.

ATTACHMENT III

(Response to Question 9)

The Board is responsible for the overall success of the Hospital. The Board hires the CEO who is responsible for the operation of the Hospital, except for those decisions that the Board reserves for itself. The Board sets policy and provides oversight to make sure the Hospital is operated in a proper manner.

The Board should provide the support required for the CEO to do his/her job. At the same time, the CEO is to provide the necessary support to the Board for them to carry out their oversight responsibilities. The relationship between the CEO and the Board must be a close working relationship that is built on mutual trust. Both parties should ensure that ethical behavior is normal operating procedure.

The employees are responsible to the administration of the Hospital under the direction of the CEO. Board members should not be involved in day-to-day personnel or management matters. The administration of the Hospital should ensure a professional working environment that facilitates and encourages recruitment and retention of qualified medical staff and employees. The environment includes up-to-date equipment and facilities, as well as competitive salaries, advancement opportunities, and an organizational culture that is professional, fair, and positive.

The relationship between the Hospital and medical staff is complex and different from relationships found in other industries, because the medical staff are professionals who provide patient care through the use of the Hospital resources. In turn, the Hospital provides the resources needed by the medical staff. It is the responsibility of the Hospital to attract qualified medical staff as required to meet the needs of the area. The Board should provide the support required for the recruitment and retention process. The Board should work diligently to be sure that the relationships between the Board, the administration of the Hospital, and the medical staff are such that adequate staff can be secured to meet the needs of the area. At the same time, the Board, through its oversight, must ensure that the hospital remains a viable institution.

Another relationship that I feel is extremely important for the Board is the relationship with the citizens of the communities it serves. Without these relationships, the Hospital cannot exist. The Hospital and medical staff should operate in a manner that instills confidence in the public to utilize their services. If the citizens of the communities served by the Hospital do not have confidence in the capabilities of the medical staff and Hospital, they will seek services elsewhere. The taxpayers have made significant investment in the Hospital, and they must feel confident that their investment is used prudently.

ATTACHMENT IV

(Response to Question 11)

The physical plant of the Hospital is a very good facility. With the upgrading of the air conditioning equipment and controls, the basic building is in good condition. The radiology equipment purchased with funds the TCBCC allowed the Hospital to use is also a tremendous asset to the community.

The upgrading and replacement of equipment that is now occurring is much needed. We are grateful the TCBCC has been supportive and allowed this to happen. This will allow the Hospital to continue to provide services needed by the community. When this is completed, the building and medical equipment should be in good condition.

The Hospital has made significant improvements in services provided in the last few years and is continuing that process. Continuous effort is required to adapt to changes in the medical field and to meet the requirements of regulatory institutions.

The stability and quality of operational management of the Hospital has been enhanced through the partnership with Tallahassee Memorial Healthcare. They have provided much needed knowledge, expertise, and support, as well as accepting joint responsibility for the success of the Hospital. I feel the partnership is very important to the provision of quality medical care locally for our citizens.

ATTACHMENT V

(Response to Question 12)

With the exception of five years when transferred due to employment reasons, I have been a resident of Taylor County since 1962. The people of this community have been good to me. I have been able to work and bring up a family here. My wife was born and grew up here. We feel that this is an opportunity to give something back to a community that has been good to us.

I feel strongly about the Hospital and its importance to our community. When we were considering where to live as I approached retirement, one of the factors in our decision to return to Taylor County was Doctors' Memorial Hospital. As we have grown older, we are even more aware of the necessity for timely access to quality medical services. Although not the main reason, the availability of the Hospital was significant in our decision. The main reason was to return to family, friends, and the community we love.

ATTACHMENT VI

(Response to Question 13)

The most significant issue facing rural healthcare in the State of Florida is surviving financially in the changing healthcare environment. There is continuous pressure from payors to reduce payments for services rendered. The government regulators are continually increasing requirements providers have to meet, while at the same time, rural hospitals do not have the volumes of business over which to spread the cost of providing services.

The State Legislature is in a battle with the Federal Government over Medicaid expansion. The Federal Government threatens to eliminate the Low Income Pool (LIP) funds if the state does not implement Medicaid expansion. The loss of LIP funds without Medicaid expansion would be very difficult for the rural hospitals to absorb.

Tied closely to the financial problems is the difficulty of recruiting doctors to serve in rural communities. The doctors are extremely crucial as they are the providers of patients to use the services of the Hospital. One of the factors in recruiting is having a stable hospital for the doctor to utilize.

The local healthcare system is extremely crucial to our community. The economic benefits to the community are very valuable. To many of our residents, travel to other locations to receive healthcare would be financially difficult and physically taxing. The time sensitive nature of medical emergencies means that the availability of a local hospital is truly a matter of life and death.

5/4/15 3:00pm
Margaret D

Doctors' Memorial Hospital
333 North Byron Butler Parkway
Perry, FL 32347
850-584-0800

Application for Board of Directors

- | | | |
|--|--------------------------------------|----|
| 1. Are you 18 years old or older? | <input checked="" type="radio"/> Yes | No |
| 2. Are you a resident of Taylor County | <input checked="" type="radio"/> Yes | No |
| 3. Are you willing to spend up to eight hour per month for meetings and workshops? | <input checked="" type="radio"/> Yes | No |
| 4. Are you willing to attend all Board Meetings (emergencies excluded)? | <input checked="" type="radio"/> Yes | No |
| 5. Are you willing to attend one weekend retreat per year? | <input checked="" type="radio"/> Yes | No |

William E Brynes
Applicant Signature

William E. Brynes
Print Name

Please return to Administration or the Taylor County Administrative Complex
by 5:00 p.m. May 12, 2015. No applications will be accepted after that time.

Request for Consideration Questionnaire for Doctors' Memorial Hospital Board of Directors

Name: William E Brynes
Address: P O Box 501 Perry FL 32348
Phone; Home: 8505844653 ^{cell} Work: 8508435656 Fax: _____
Email: dogpaw501@comcast.net

Please answer the following questions: (Use additional pages if necessary.)

Education:

High School Graduate: Name: Taylor County High
Address: Perry

Post-Secondary Education:

Name: Florida State University
Address: Tallahassee FL

Technical Training:

Name: _____
Address: _____

Certificates of License Please List:

Certified Public Accountant

College Courses or Graduate:

Name: BS Accounting and Masters in Public
Address: Administration

Answer Yes or No. If yes please explain. (Use additional pages if necessary)

1. Are you a resident of Taylor County?

☒ Yes

☐ No

2. Are you currently, or have you been in the last five years, an agent, employer, director or have other affiliation with any medical care provider or other medical care entity?

☐ Yes

☒ No

3. Do you or any family member have any affiliation with any business or company that has a vendor relationship with DMH, Inc. or any other contractual relationship with DMH, Inc?

☐ Yes

☒ No

If Yes explain: _____

4. Have you or any family members worked at DMH in the last five years?

☐ Yes

☒ No

5. Please list Board/Business/Volunteer/Work Experience:

F54 Credit Union Board

Senior Services Board

practiced public accounting - city Manager
city of Perry

6. Why do you wish to serve on the hospital Board of Directors?

To continue to provide knowledge and experience to assist the board & CEO to provide our community with much needed medical services

7. Please state why your selection as a DMH Board Member would benefit the hospital:

as a current board member there is an investment having been made in DMH also I am bringing to the table much business experience

8. Have you ever been convicted of a misdemeanor or felony in any state or federal court? If yes, please explain in detail:

Yes

No

9. Please describe your viewpoint regarding the role of a Board Member, including your views on a Board Member's relationship with the DMH CEO, Medical Staff and employees.

the board's primary function is set policy and provide guidance to the board's only employee the CEO who is responsible for the daily operations of DMH

10. The DMH Board meets one to two times each month, once a year for a weekend retreat, and participates in self education and orientation. Do you foresee a problem in attending these events?

No

11. Please describe, in general, any opinions you have regarding the strengths and weaknesses of DMH operational management and physical plant.

operational management is continuing to improve, with the physical plant improvements the BCC is providing the physical plant continues to improve thus providing


12. Further comments:

improved services for the patients

13. In your opinion, what is the single most important issue facing rural healthcare in Florida?

As the demand for services continue to increase the resources (ie money) continues to decrease

"On Behalf of the Taylor County Board of County Commissioners, we thank you for taking the time to complete this Request for Consideration Questionnaire and for offering to volunteer your time which would serve as an investment into the future of healthcare in our community."

TAYLOR COUNTY BOARD OF COMMISSIONERS	
County Commission Agenda Item	
SUBJECT/TITLE: 	THE BOARD TO CONSIDER THE BID COMMITTEE'S RECOMMENDATION TO RE-SOLICIT FOR THE ENDOSCOPY EQUIPMENT FOR DOCTORS' MEMORIAL HOSPITAL AND TO APPROVE THE CHANGES IN THE BID SOLICITATION DOCUMENT REGARDING THE EQUIPMENT SPECIFICATIONS.
MEETING DATE REQUESTED:	MAY 19, 2015

Statement of Issue: ON MAY 4, 2015, BIDS WERE OPENED FOR THE ENDOSCOPY EQUIPMENT. DUE TO THE REJECTION OF ONE BID BY THE BOARD, ONLY ONE BID REMAINED. THE COMMITTEE MET VIA EMAIL AND TELEPHONE AND AGREED THAT A NEW SOLICITATION WAS IN THE BEST INTEREST OF THE HOSPITAL AND THE BOARD OF COUNTY COMMISSIONERS. THE END-USERS AT DOCTORS' MEMORIAL HOSPITAL ALSO HAVE REQUESTED CHANGES TO THE SPECIFICATIONS FOR THE EQUIPMENT IN THE SOLICITATION DOCUMENT.

Recommended Action: APPROVE THE NEW SOLICITATION DOCUMENT AND AUTHORIZE THE COUNTY ADMINISTRATOR TO RE-SOLICIT FOR THE ENDOSCOPY EQUIPMENT.

Fiscal Impact: TO BE DETERMINED.

Budgeted Expense: YES

Submitted By: COUNTY ADMINISTRATOR 850-838-3500

Contact:

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

Attachments:

BID DOCUMENTS

Endoscopy Equipment Doctor's Memorial Hospital Taylor County, Florida

JUNE 2015

Prepared for:

**Taylor County Board of County Commissioners
108 N. Jefferson St.
Perry, Florida 32347**

Prepared by:

**Taylor County Administrative Department
201 East Green Street
Perry, FL 32347
850.838.3500**

TABLE OF CONTENTS

PART 1 - BIDDING REQUIREMENTS

Invitation to Bid
Instructions to Bidders
Bid Forms
Public Entity Crimes Statement
Non-Collusion Affidavit

PART 2 – EQUIPMENT SPECIFICATIONS

Endoscopy Equipment – DMH OR Department

PART 1 – BIDDING REQUIREMENTS



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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

DUSTIN HINKEL, County Administrator
201 East Green Street
Perry, Florida 32347
(850) 838-3500, extension 7 Phone
(850) 838-3501 Fax

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

INVITATION TO BID

The Taylor County Board of County Commissioners is soliciting sealed bids for **DMH Endoscopy Equipment**.

Qualified firms or individuals desiring to provide the required products must submit five (5) packages in a sealed envelope or similar package marked "**Sealed Bid for DMH Endoscopy Equipment**" to the Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street, Suite 102, Perry, Florida 32347, to arrive no later than 4:00 P.M., local time, on June 19, 2015. **All Proposals MUST have the respondent's name and mailing address clearly shown on the outside of the envelope or package when submitted.** Proposals will be opened and respondents announced at 6:05 P.M. local time, or as soon thereafter as practical, on June 23, 2015, in the Taylor County Administrative Complex, 201 East Green Street, Perry, Florida 32347.

Bid information may be obtained on-line at <http://www.taylorcountygov.com/Bids/Index.htm>.

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

Additional information may be obtained from:

Taylor County Administrative Department
201 East Green Street
Perry, FL 32347
(850) 838-3500

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

INSTRUCTIONS TO BIDDERS

TABLE OF CONTENTS

ARTICLE 1 - DEFINED TERMS	1
ARTICLE 2 - COPIES OF BIDDING DOCUMENTS	1
ARTICLE 3 - QUALIFICATIONS OF BIDDERS	2
ARTICLE 4 - EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE	2
ARTICLE 5 - SITE AND OTHER AREAS	2
ARTICLE 6 - INTERPRETATIONS AND ADDENDA	2
ARTICLE 7 - SUBSTITUTE AND "OR-EQUAL" ITEMS	3
ARTICLE 8 - PREPARATION OF BID	3
ARTICLE 9 - BASIS OF BID; COMPARISON OF BIDS	4
ARTICLE 10 - SUBMITTAL OF BID	4
ARTICLE 11 - MODIFICATION AND WITHDRAWAL OF BID	4
ARTICLE 12 - OPENING OF BIDS	5
ARTICLE 13 - BIDS TO REMAIN SUBJECT TO ACCEPTANCE	5
ARTICLE 14 - EVALUATION OF BIDS AND AWARD OF CONTRACT	5
ARTICLE 15 - SALES AND USE TAXES	6

ARTICLE 1 - DEFINED TERMS

1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:

- A. *Issuing Office*--The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered. The issuing office for this solicitation will be the *Taylor County Clerk of Courts located at 1st Floor Courthouse, 108 N. Jefferson St., Suite 102, Perry, FL*. Bidding procedures will be administered at the *Taylor County Administrative Complex located at 201 East Green St., Perry, FL*.
- B. *Bidder*-- One who submits a Bid directly to Owner as distinct from a sub-bidder, who submits a bid to Bidder.
- C. *Owner* – Taylor County Board of County Commissioners
- D. *Solicitation Manager* – The person responsible for managing the solicitation process, documents and questions. The Solicitation Manager will be the Taylor County Administrative Department.
- E. *Successful Bidder*--The lowest, responsible and responsive Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award.

ARTICLE 2 - COPIES OF BIDDING DOCUMENTS

2.01 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the Advertisement or Invitation to Bid may be obtained from the Issuing Office.

2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Solicitation Manager assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.03 Solicitation Manager, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

ARTICLE 3 - QUALIFICATIONS OF BIDDERS

3.01 To demonstrate Bidder's qualifications to perform the Work, Bidder shall submit written evidence such as financial data, previous experience, present commitments, and such other data as may be called for below.

[A. Valid Business Licensing/Registration Information]

ARTICLE 4 - EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE

4.01 It is the responsibility of each Bidder before submitting a Bid to:

A. examine and carefully study the Bidding Documents, the other related data identified in the Bidding Documents, and any Addenda;

B. visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the equipment/products/supplies;

C. become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the equipment/products/supplies;

D. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the requested equipment/products/supplies.

ARTICLE 5 - SITE AND OTHER AREAS

5.01 The Site is identified as the Radiology Department at the Doctor's Memorial Hospital Facility located in Perry, Florida.

ARTICLE 6 - INTERPRETATIONS AND ADDENDA

6.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to the Solicitation Manager in writing. Interpretations or clarifications considered necessary by the Solicitation Manager in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Solicitation Manager as having received the Bidding Documents. Questions received less than ten (10) days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

6.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Solicitation Manager.

ARTICLE 7 - SUBSTITUTE AND "OR-EQUAL" ITEMS

7.01 The award will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration of possible substitute or "or-equal" items. Whenever it is specified or described in the Bidding Documents that a substitute or "or-equal" item of material or equipment may be furnished or used by Bidder if acceptable to Owner, application for such acceptance will not be considered by Owner until after the Bid award.

ARTICLE 8 - PREPARATION OF BID

8.01 The Bid Form is included with the Bidding Documents. Additional copies may be obtained on-line or from the Issuing Office.

8.02 All blanks on the Bid Form shall be completed by printing in ink or by typewriter and the Bid signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each [section, Bid item, alternative, adjustment unit price item, and unit price item] listed therein, or the words "No Bid," "No Change," or "Not Applicable" entered.

8.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

8.04 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown below the signature.

8.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown below the signature.

8.06 A Bid by an individual shall show the Bidder's name and official address.

8.07 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown below the signature.

8.08 All names shall be typed or printed in ink below the signatures.

8.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.

8.10 The address and telephone number for communications regarding the Bid shall be shown.

8.11 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state of the Solicitation or covenant to obtain such qualification prior to award of the Bid.

ARTICLE 9 - BASIS OF BID; COMPARISON OF BIDS

9.01 *Lump Sum*

- A. Bidders shall submit a Bid on a lump sum basis for the base Bid and include a separate price for each alternate described in the Bidding Documents as provided for in the Bid Form. The price for each alternate will be the amount [added to] [or] [deleted from] the base Bid if Owner selects the alternate. In the comparison of Bids, alternates will be applied in the same order as listed in the Bid form.
- B. The Taylor County Board of County Commissioners is procuring the requested equipment/products/supplies on behalf of the Doctor's Memorial Hospital Facility. Doctor's Memorial Hospital is a current member of MedAssets. Bids should reflect such membership discounts when available but will not be required for consideration.

ARTICLE 10 - SUBMITTAL OF BID

10.01 An unbound copy of the Bid Form is to be completed and submitted with the following data:

- [A. Public Entity Crimes Affidavit, signed and notarized, as required by Chapter 287.133(3)(a)]
- [B. Non-Collusion Affidavit]
- [C. Valid Business Licensing/Registration Information

10.02 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the Advertisement or Invitation to Bid and shall be enclosed in an opaque sealed envelope plainly marked with the Solicitation title (and, if applicable, the designated portion of the Solicitation for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security (when required) and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate envelope plainly marked on the outside with the notation "*Sealed Bid for DMH Endoscopy Equipment.*" Hand deliveries and mailed Bids shall be addressed to Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street, Suite 102, Perry, Florida 32347. Bids submitted by Overnight delivery shall also be delivered to the physical address of the Clerk of Court: Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street, Suite 102, Perry, Florida 32347.

10.03 The Taylor County Board of County Commissioners **DOES NOT ACCEPT FAXED PROPOSALS.**

10.04 Proposals that are not delivered to the place indicated in the Advertisement or Invitation to Bid prior to the date and time prescribed shall not be considered and will be returned to the responder unopened.

10.05 Incomplete Bid proposals that do not provide the required information and/or the required number of copies, may be deemed incomplete by the Board of County Commissioners and not considered during the Bid Evaluation.

ARTICLE 11 - MODIFICATION AND WITHDRAWAL OF BID

11.01 A Bid may be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.

11.02 Once opened, no Bid may be withdrawn prior to the Board of County Commissioners action without written consent of the Clerk of Court.

ARTICLE 12 - OPENING OF BIDS

12.01 Bids will be opened at the time and place indicated in the Advertisement or Invitation to Bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 13 - BIDS TO REMAIN SUBJECT TO ACCEPTANCE

13.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 14 – EVALUATION OF BIDS AND AWARD OF CONTRACT

14.01 Owner reserves the right, in its sole and absolute discretion, to reject any or all Bids, to cancel or withdraw this bid solicitation at any time and waive any irregularities in the Bid process. Owner reserves the right to award any contract to the respondent which it deems to offer the best overall service; therefore, Owner is not bound to award any contract based on the lowest quoted price. Owner, in its sole and absolute discretion, also reserves the right to waive any minor defects in the process and to accept the bid deemed to be in the County's best interest.

14.02 Owner, in its sole and absolute discretion, also reserves the right to assign a local business preference in a maximum amount of five (5) percent of the bid price pursuant to Taylor County Ordinance No. 2003-12.

14.03 More than one Bid for the same products from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

14.04 In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

14.05 In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Suppliers, Equipment manufacturers and other individuals included as part of the bid package.

14.06 If the Contract is to be awarded, Owner will award the Contract to the Bidder whose Bid is in the best interests of the Solicitation.

14.07 In evaluating bids, Owner reserves the right to ask for additional information up to and including an in-person, on-site demonstration of the equipment.

14.08 In evaluating bids, Owner reserves the right to consider the response time for any service request that might be placed for the equipment.

ARTICLE 15 - SALES AND USE TAXES

15.01 Owner is exempt from Florida state sales and use taxes on all Direct Purchased materials and equipment to be incorporated in the Work. Said taxes for such items shall not be included in the Bid. Refer to Paragraph SC-6.10 of the Supplementary Conditions for additional information.

15.02 Owner is exempt from payment of sales and compensating use taxes of the State of Florida and of cities and counties thereof on all materials to be incorporated into the Work which are Direct Purchased by Owner. Contractor purchases are not eligible for this exemption and such costs shall be accounted for within the Bid.

1. Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of Direct Purchased supplies and materials to be incorporated into the Work.
2. Owner's exemption does not apply to supplies, materials, or construction tools, machinery, equipment, or other property purchased by or leased by Contractor, or to supplies or materials not incorporated into the Work.

BID FORM

DMH Endoscopy Equipment

TABLE OF ARTICLES

<u>Article</u>	<u>Article No.</u>
ARTICLE 1 – BID RECIPIENT	1
ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS	1
ARTICLE 3 – BIDDER'S REPRESENTATIONS	1
ARTICLE 4 – FURTHER REPRESENTATIONS	2
ARTICLE 5 – BASIS OF BID	3
ARTICLE 6 – TIME OF COMPLETION	3
ARTICLE 7 – ATTACHMENTS TO THIS BID	3
ARTICLE 8 – DEFINED TERMS	4
ARTICLE 9 – BID SUBMITTAL	4

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

*Taylor County Board of County Commissioners
Clerk of Court
1st Floor Courthouse, Suite 102
108 North Jefferson St.
Perry, Florida 32347*

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to provide products/equipment/supplies that fully meet all specifications outlined in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 30 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

<u>Addendum No.</u>	<u>Addendum Date</u>
---------------------	----------------------

_____	_____
_____	_____

- B. Bidder has visited or is familiar with the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the equipment/products/supplies.
- D. Bidder has given solicitation Manager written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Solicitation Manager is acceptable to Bidder.
- E. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the equipment/products/supplies for which this Bid is submitted.
- F. Bidder will submit written evidence of its authority and qualification to do business in the state of the Solicitation or covenant to obtain such qualification prior to award of the Bid.

ARTICLE 4 – FURTHER REPRESENTATIONS

4.01 Bidder further represents that:

- A. this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will provide the requested equipment/products/supplies in accordance with the Contract Documents for the following price(s):

Total Lump Sum Bid Price	_____	\$ _____
	(words)	(numerals)
	_____	\$ _____
	(words)	(numerals)
	_____	\$ _____
	(words)	(numerals)
	_____	\$ _____
	(words)	(numerals)
	_____	\$ _____
	(words)	(numerals)
	_____	\$ _____
	(words)	(numerals)

Bidder also acknowledges that the award of this solicitation or any portion thereof will be contingent upon the availability of funds. If funding is not available to award the solicitation in its entirety, the Board of County Commissioners reserves the right to award portions thereof so as to remain within available funding. Such partial award will not relieve the Bidder from complying with the full requirements of the awarded portions.

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the equipment/products/supplies will be delivered and ready for final payment on or before the dates or within the number of calendar days indicated in the Bid.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are attached to and made a condition of this Bid:

- A. Public Entity Crimes Affidavit, signed and notarized, as required by Chapter 287.133(3)(a), F.S.
- B. Non-Collusion Affidavit
- C. Valid Business Licensing/Registration Information

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders.

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____ (SEAL)
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____ (SEAL)

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: _____ (SEAL)

State of Incorporation: _____
Type (General Business, Professional, Service, Limited Liability): _____

By: _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____ (CORPORATE SEAL)

Attest _____

Date of Authorization to do business in FLORIDA is ____/____/____.

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address _____

Phone No. _____ Fax No. _____

SUBMITTED on _____, 20____.

State Contractor License No. _____. (If applicable)

**SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract No. _____
for _____

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

Whose business address is _____
_____ and

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

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

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

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

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

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

7. I understand that a "person" as defined in Paragraph 287.133(1)(g)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

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

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

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

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

(Signature)

(Date)

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____,

(Name of individual signing)

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

of _____, _____.

NOTARY PUBLIC

My commission expires: _____

NON-COLLUSION AFFIDAVIT

(STATE OF FLORIDA, COUNTY OF TAYLOR)

_____ being first duly sworn, deposes and says that:

- (1) He/She/They is/are the _____ of
(Owner, Partner, Officer, Representative or Agent)
_____, the Bidder that has submitted the attached Bid;
- (2) He/She/They is/are fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from Bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix any overhead, profit, or cost elements of the Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid Price or the Bid Price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties of interest, including this affiant.

Signed, sealed and delivered in the presence of:

Witness

By: _____
Signature

Witness

Print Name and Title

STATE OF FLORIDA, (COUNTY OF TAYLOR)

On this the _____ day of _____, _____, before me, the undersigned Notary Public of the State of Florida, personally appeared _____ (Name(s)) of _____ individual(s) who appeared before notary) _____ and whose name(s) is/are subscribed to the within Affidavit of Non-Collusion, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal.

Notary Public, State of Florida

NOTARY PUBLIC:

SEAL OF OFFICE:

(Name of Notary Public: Print, Stamp or type as commissioned)

____ Personally known to me, or

____ Did take an oath, or

____ Personal identification:

____ Did Not take an oath.

Type of Identification Produced

PART 2— EQUIPMENT SPECIFICATIONS

DMH Endoscopy Equipment Specifications

Director of Surgery: Ginny Head

Adult Gastrosopes, 120 cm	4
Adult Colonoscopes, 160 cm	4
Pediatric Colonoscopes, 120 cm	2
Bronchoscope	2
CO2 Insufflator	2
Water irrigation pump	2
Video processor with NBI color	2
Color printer	2
Light source	2
Standalone 26in flat screen monitor (slave) with roll stands	2
Endo cart with 26in flat screen monitor	2
All accessories and cords	2
Water bottles, valves (air/water, suction, biopsy), tubings, electrical cords and cables, cleaning accessories, wall charts.	

Warranty – At least 5 years

Location of the closest field service representative

On-site training, at set up

Time line for installation, education, implementation and ongoing education support.

Shipping Cost

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Letter of Support to the U.S. Department of Transportation TIGER VII Grant Program

Meeting Date:

May 19, 2015

Statement of Issue: Taylor County Development Authority to request a letter of support from the Taylor County Board of Commissioners for the U.S. Department of Transportation TIGER VII Grant Program.

Recommendation: BOCC submit a letter of support

Fiscal Impact: \$ 0

Budgeted Expense: Yes ☐ No ☐ N/A ☒

Submitted By: Taylor County Development Authority

Contact: Scott Frederick

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options: 1. _____

2. _____

Attachments: 1. _____

2. _____

Margaret Dunn

From: Lavonne Taylor <lavonne.taylor@fairpoint.net>
Sent: Tuesday, May 12, 2015 11:06 AM
To: vivian@sheffield-realty.com; Margaret Dunn; judy.johnson@taylor.k12.fl.us; Dawn Taylor; Sheryl Rehberg; Julius Hackett; 'Ruiz, Danielle M';
acherry@madisonflddevelopment.com; Scott.Mixon@gapac.com;
bassett.debbie@ccbg.com; 'Michele Curtis'
Subject: Big Bend Rail Rehabilitation and Truck Diversion Project
Attachments: Omni-Trax TIGER Grant Support.pdf; Fact Sheet.PDF

Good morning,

Attached is the City of Perry support letter for 2015 Tiger Grant, Taylor County is one of Florida's 3 finalists selected to compete. I would sincerely appreciate a letter on the organization's letterhead and in PDF format in support of this initiative. FYI the city of Adel Ga is also submitting a letter in support of the Tiger Grant. I am the collection point so please email to me.

Have a great day and thanks in advance. Please utilize Perry's letter as a template.

Lavonne Taylor
Assistant
Taylor County Development Authority
P:850-584-5627
M:850-843-0373
www.floridasrisingstar.com



This email has been checked for viruses by Avast antivirus software.
www.avast.com



Award Winner



Healthy Weight
COMMUNITY CHAMPION
2015 Recognition Program

224 South Jefferson Street, Perry, FL. 32347-3235

850-584-7161

May 11, 2015

The Honorable Anthony Foxx
Secretary of Transportation
West Building
1200 New Jersey Avenue, SE
9th Floor
Washington, DC 20590-9898

RE: Florida DOT Big Bend Rail Rehabilitation and Truck Diversion Project

Dear Secretary Foxx:


On behalf of the City of Perry, I encourage your favorable consideration of the "Big Bend Rail Rehabilitation and Truck Diversion Project" TIGER proposal that will be submitted by the Florida Department of Transportation. This project would rehabilitate and improve the rail infrastructure between Perry, FL and Adel, GA operated by the Georgia & Florida Railway (GFRR).

This freight rail corridor should be a tremendous asset for our community with connections to both major Class I freight railroads operating in the east. Unfortunately, GFRR speeds are limited to only 10 miles per hour. This inefficient operation places my community at a competitive disadvantage.

If more efficient connections to Norfolk Southern and CSX could be established, my constituents would be more competitive in a global marketplace. Slow trains congest rail crossings, cause inefficient rail equipment utilization, decrease rail crew quality of life, reduce safety by fostering fatigue, and cause severe damage to roads like I-10 and I-95. This project will take thousands of trucks off the road and enhance the competitiveness of the region.

I encourage your consideration of this project and I look forward to working with you to make this project a success.

Sincerely,


Bob Brown, City Manager



TAYLOR TECHNICAL INSTITUTE

JUDY JOHNSON, DIRECTOR
JODI TILLMAN, ASSISTANT DIRECTOR



May 12, 2015

The Honorable Anthony Foxx
Secretary of Transportation
West Building
1200 New Jersey Avenue, SE
9th Floor
Washington, DC 20590-9898

RE: Florida DOT Big Bend Rail Rehabilitation and Truck Diversion Project

Dear Secretary Foxx,

On behalf of Taylor County and Taylor Technical Institute I ask that you give favorable consideration to the proposal being submitted by the Florida Department of Transportation. The *Big Bend Rail Rehabilitation and Truck Diversion Project*, TIGER Proposal, would rehabilitate and upgrade the rail infrastructure between Perry, Florida and Adel, Georgia.

This project would enhance the competitiveness of our region which will bring more manufacturing jobs to our area. Our school is known for developing world class welders, millwrights and industrial electricians. Approval of this project will promote further economic growth and more manufacturing job opportunities to our economically disadvantaged region.

I encourage your serious consideration of this project and look forward to working with you and our community leaders to make this project a success.

Sincerely,

Judy L. N. Johnson, Director

BIG BEND RAIL REHABILITATION AND TRUCK DIVERSION PROJECT
*Fact sheet for proposed Florida Department of Transportation
TIGER grant application*

The Georgia & Florida Railway Co., Inc. respectfully requests consideration of the "Big Bend Rail Rehabilitation and Truck Diversion Project" as a potential Florida DOT TIGER Grant Application.

The problem: The Georgia & Florida Railway (GFRR) operates in north central Florida and serves the Georgia Pacific Foley plant, which produces wood pulp near Perry, FL in Florida's "Big Bend." GFRR is a "short line railroad" that hauls freight from the Foley facility to the CSX connection at Quitman, GA the Norfolk Southern (NS) connection at Adel, GA where freight is then hauled to Savannah, GA for export overseas.

GFRR maintains its infrastructure from private funds. GFRR is unable to afford the capital expenditures necessary to upgrade to line to a speed of more than 10 miles per hour. This slow speed and the long distance required to move cars to Class I connections create operating inefficiencies for the Foley facility. As a result, GP must rely on thousands of trucks per year to reach Savannah. These trucks create millions of extra vehicle miles traveled on US-221, I-10, and I-95. Roughly four-fifths of these miles are in Florida.

When rail and truck service are inadequate to fully serve the Foley facility, it must shut down, decreasing worker productivity and economic activity in Florida. Last year the Foley facility shut down twice as a direct result of inefficient rail service.

The solution: Increase rail operating speeds from 10 mph to 25 - 40 mph, and provide 286,000-pound freight rail car service by: (1) upgrading 19 grade crossings; (2) hardening 16 bridges, (3) installing 70,000 crossties; and (4) resurfacing 80 miles of railway between Perry, FL and Adel, GA. This will improve service to both the Norfolk Southern connection to GFRR at Adel, GA and the CSX connection to GFRR at Quitman, GA.

Project costs: Total project costs are \$13,598,332. GFRR will provide a private match of 30% for this rural project. TIGER funds requested are \$9.5 million. Obligation of funds can begin promptly upon completion of a grant agreement. Previous TIGER experience leads Georgia & Florida Railway and its parent company to believe that any delay in obligation will be due mainly to the time necessary for US DOT to craft a grant agreement and not due to delays caused by railroads, customers, or the bidding process. Project work could be completed within 6 months of letting the project, pending materials acquisition.

Grant writing: GFRR is fully cognizant of the complexity of a TIGER BCA and its parent company has generated successful BCAs in the past. Based on past TIGER successes, GFRR and its parent company OmniTRAX, Inc. are very confident that a favorable benefit cost ratio will result once a formal calculation of the monetized public benefits of reduced highway pavement damage, pollution, congestion, highway accidents and injuries, state of good repair, community quality of life, and the economic competitiveness for the Perry region is complete.

OmniTRAX will write the TIGER application and pay the necessary fees associated with compiling a detailed benefit cost analysis so there would be no cost to Florida DOT or the State of Florida for the application preparation. This work is already well underway.

Project benefits:

1. *State of good repair:*

This project will improve the condition, resilience, and state of good repair of: (1) the Georgia & Florida Railway (GFRR) between Perry, FL and Adel, GA; (2) US-221 between Perry, FL and Greenville, FL; (3) I-10 between Greenville and Jacksonville; and (4) I-95 between Jacksonville and Savannah, GA.

By upgrading the railway, between 600 and 900 truckloads of export wood pulp per month currently shipped to Savannah, GA will move by rail instead. This will reduce truck miles traveled per year on Florida highways by as much as 8,900,000 miles and by as much as 2,500,000 miles in Georgia. Highway pavement damage savings will be between \$300,000 and \$600,000 or more per year for the anticipated 20-year life of the project.

2. *Economic competitiveness:*

GP's economic competitiveness is constrained by the inefficient equipment utilization created by GFRR's slow 10 mph operating speed, and inefficient connections to Class I railroads. By improving the efficiency of the line, improving the speed and efficiency of service from Perry, FL to Quitman and Adel, GA, the project can reduce GP's costs, and avoid lost employee productivity caused when the GP Foley plant is shut down due to rail service issues. The project will increase the long-term viability of GFRR as an export corridor. A detailed benefit calculation is underway, and total benefit from freight savings alone could exceed \$1.5 million per year over the 20-year life of the project.

3. *Quality of life:*

By shifting traffic from truck to rail the quality of life will be improved in all communities in which truck traffic will be reduced. Increasing rail efficiency and improving grade crossings will reduce motorist delays and wait times. By avoiding unnecessary shutdowns at the GP Foley plant, this project will avoid lost worker productivity. The project will have a significant quality of life and fatigue mitigation impact for engineers and conductors on the GFRR.

4. *Environmental sustainability:*

The detailed benefit cost analysis currently under way will capture monetized values of air pollution reduction as millions of truck vehicle miles are avoided each year. These values will be netted out against increased rail emissions. Because rail is so much more fuel-efficient and less polluting than truck traffic, the monetized social cost of pollution reduction will likely be in excess of \$500,000 per year for the 20-year life of the project.

5. *Safety:*

The detailed benefit cost analysis will combine truck diversion with Florida and Georgia motor carrier crash rates per million vehicle miles traveled and the AIS accidents matrix and will generate a public safety benefit of several hundred thousand dollars per year.



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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

DUSTIN M. HINKEL, County Administrator
201 East Green Street
Perry, Florida 32347
(850) 838-3500, extension 7 Phone
(850) 838-3501 Fax

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

May 13, 2015

The Honorable Anthony Foxx
Secretary of Transportation
West Building
1200 New Jersey Avenue, SE
9th Floor
Washington, DC 20590-9898

DRAFT FOR
APPROVAL BY BCC

Dear Secretary Foxx:

The Board of County Commissioners in Taylor County, Florida, heartily endorses the "Big Bend Rail Rehabilitation and Truck Diversion Project" TIGER grant application. Were this grant application to be funded, the improvements made to the Georgia-Florida Railway's rail system that runs through our county to the Georgia-Pacific Cellulose Mill, would improve our quality of life and chances for economic growth exponentially.


The Georgia-Pacific Cellulose Mill is a major employer in Taylor County, and our economy is heavily dependent on forestry products. As the local rail provider's infrastructure can only accommodate trains at very low speeds, the mill relies on trucks to get its product to market. These trucks run 24 hours a day through our community taking products north to Interstate 10 and east to Interstate 95 to head north to Savannah, Georgia, for overseas export.

The "Big Bend Rail Rehabilitation and Truck Diversion Project" would improve the GFRR rail system and enable the freight trains to move at more reasonable speeds to move products from the mill, connect with Norfolk Southern and CSX lines in Adel, Georgia, where the products would then head, via rail, to Savannah. This project would save thousands of miles of truck traffic thus reducing wear and tear on Florida highways and provide a more efficient means of transport via rail.

This infrastructure project would allow Taylor County to attract more industry and jobs. The reduced truck traffic would make our neighborhoods cleaner and quieter and the Interstates safer and less congested. We can see no down side to this project and urge your favorable consideration.

Sincerely,

Patricia Patterson
Chair, Taylor County Board of County Commissioners

SUBJECT/TITLE:	THE BOARD TO CONSIDER APPROVAL OF THE SHERIFF'S REQUEST TO ISSUE FUNDS TO THE SHERIFF FROM THE SPECIAL LAW ENFORCEMENT TRUST FUND IN ORDER TO COMPLY WITH FEDERAL LAW, AS AGENDAED BY SHERIFF L. E. "BUMMY" WILLIAMS.
	
MEETING DATE REQUESTED:	MAY 19, 2015

Statement of Issue: THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT NOTIFIED THE TAYLOR COUNTY SHERIFF VIA LETTER DATED APRIL 30, 2015, THAT THE SHERIFF WAS NOT IN COMPLIANCE WITH FEDERAL LAW REGARDING ASSETS SEIZED AND FORFEITURES OBTAINED AND DEPOSITED INTO THE SPECIAL LAW ENFORCEMENT TRUST FUND. THE FDLE STATES THAT AN AMOUNT EQUAL TO 12% OF THESE FUNDS SHOULD BE HELD BY THE SHERIFF IN A SEPARATE ACCOUNT. THE SHERIFF IS REQUESTING THAT AMOUNT BE TRANSFERRED TO HIM SO THAT HE WILL BE IN COMPLIANCE WITH THIS LAW.

Recommended Action: APPROVE THE TRANSFER OF FUNDS

Fiscal Impact: \$3,876.72 – FROM THE SPECIAL LAW ENFORCEMENT TRUST FUND – NOT AD VALOREM TAX REVENUES.

Budgeted Expense:

Submitted By: SHERIFF WILLIAMS 850-584-4225

Contact:

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

Attachments: LETTERS FROM FDLE AND FROM SHERIFF WILLIAMS

May 19

Margaret Dunn

From: Tammy Taylor <ttaylor@taylorclerk.com>
Sent: Monday, May 4, 2015 4:12 PM
To: Margaret Dunn
Subject: RE: Taylor Co SO

Unless there is some urgency, I would just put this on the next agenda, just as any other request from the Special Law Enforcement Trust Fund. This is designated funding in the BCC budget (dept#0187), and is disbursed according to a formal request from the Sheriff.....just needs Board approval.

Thanks!!

Tammy

From: Margaret Dunn [mailto:margaret.dunn@taylorcountygov.com]
Sent: Monday, May 04, 2015 11:51 AM
To: Tammy Taylor; Cindy Mock
Cc: The Bishop Law Firm
Subject: FW: Taylor Co SO

Tammy, I just received this and can give copies to the BCC tonight but I know they will ask questions. Could the Clerk possibly answer any questions that may arise from this action? Does this need BCC approval to create this new account or transfer?

Looking for guidance for how to proceed. Thank you very much. Margaret

From: Dannielle Welch [mailto:dwelch@taylorcountysheriff.org]
Sent: Monday, May 4, 2015 11:40 AM
To: Margaret Dunn; Dustin Hinkel
Subject: Taylor Co SO

Good morning!

I have attached a letter to be reviewed by the BCC. Please let me know if you have any questions.

Thanks!

Dannielle Welch, Finance/Office Mgr
Taylor County Sheriff's Office
108 N. Jefferson Street, Suite 103
Perry, FL 32347
850-584-4225 (p)
850-584-7016 (f)

NOTICE: Florida has a broad public records law. Most written communications to or from state officials are public records that will be disclosed to the public and the media upon request. Email communications may be subject to public disclosure.

Sheriff



L.E. "BUMMY" WILLIAMS – TAYLOR COUNTY

108 N. Jefferson St, Suite 103 • Perry, Florida 32347
850-584-4225 • 1-800-800-4740
Dispatch 1-800-669-7123

April 30, 2015

Board of County Commissioners
Perry, FL 32348

Re: Special Law Enforcement Trust Fund

Dear Chairman:

We were notified by Florida Department of Law Enforcement that all asset seizures and forfeitures are considered earned program income when the property has been adjudicated. Project Generated Income (PGI) is accounted for up to the same ratio of federal funding in the project or program. During an audit conducted by FDLE, it was determined that a percentage of the funds deposited into the Special Law Enforcement Trust Fund was in fact Project Generated Income and should have been disbursed into a separate account.

After a review of our records it was determined that 12% of all asset seizures and forfeitures would need to be handled as PGI and be deposited into a separate PGI account that is maintained by the Drug Task Force (Captain Ron Rice, Chief Investigator). FDLE advised us to go back to the 2013-2014 fiscal year as well as the current fiscal year 2014-2015.

Due to this new ruling we are requesting \$3,876.72 be issued to the Sheriff's Office out of the Special Law Enforcement Trust Fund. This will ensure that the Drug Task Force is in compliance with all federal assistance requirements. The breakdown, per year, is below:

FY2013-2014 total amount deposited into SLETF was \$26,174.75 (12% of which is \$3,140.97)

FY2014-2015 total amount deposited into SLETF to date \$6,131.25 (12% of which is \$735.75)

Your consideration in this matter is greatly appreciated. If you should have any questions please feel free to contact Captain Ron Rice (rrice@tcsopl.org or 850-838-3505).

Sincerely,

A handwritten signature in black ink that reads "L.E. Bummy Williams". The signature is fluid and cursive.

L.E. "Bummy" Williams, Sheriff
Taylor County, FL



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*

February 17, 2015

Sheriff L.E. Williams
Taylor County Sheriff's Office
108 North Jefferson Street
Suite 103
Perry, Florida 32347-3252

Subject: Edward Byrne Memorial Justice Assistance Grant (JAG) – Program Generated Income (PGI)

Dear Sheriff Williams:

Recently your agency worked with FDLE's Office of Criminal Justice Grants (OCJG) on the administration of JAG-Countywide awards for the Drug Eradication Task Force, grant numbers 2015-JAGC-TAYL-2-R3-158 and 2014-JAGC-TAYL-1-E5-151. As a result of these efforts, FDLE was notified Taylor County Sheriff's Office closed the account used to manage Project Generated Income (PGI), with funds currently deposited into a trust fund where expenditure and reporting are at the discretion of the sheriff's office.

We are providing this letter to notify you that based on this information these agreements are out of compliance with grant conditions and federal requirements for reporting and use of PGI under the JAG program. FDLE's JAG Standard Conditions as well as the United States Department of Justice (DOJ) Office of Justice Programs (OJP) Financial Guide require all income generated as a direct result of a federally funded project be deemed program income. Program income may be used to further program objectives or may be refunded to the federal government if not used by a specified date in the grant agreement. Additionally, program income must be used for the same purposes and under the conditions applicable to the JAG grant award.

Asset seizures and forfeitures are considered earned program income when the property has been adjudicated to the benefit of the plaintiff (or law enforcement entity). PGI is accounted for up to the same ratio of federal funding in the project or program.

If the JAG project referenced above is funding project activities that are resulting in earned PGI, please implement procedural changes, modify your agency's grant reports to account for and report use of PGI funds and provide a written response notifying us in writing of your progress within 30 days. Depending on the nature of the resolution and response, a withholding of federal funds may be required until your agency is back in compliance.

Please contact Senior Management Analyst Supervisor Randall Smyth at (850) 617-1250 with any questions or for additional information regarding this issue.

Sincerely,

Petrina T. Herring
Bureau Chief

cc: Captain Ron Rice, Taylor County Sheriff's Office

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO APPROVE THE CHAIR'S SIGNATURE ON A LETTER TO THE SUPERINTENDENT OF PUBLIC SCHOOLS AND THE CHAIR OF THE SCHOOL BOARD REGARDING TRAFFIC CONCERNS ON CR 30, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

MEETING DATE REQUESTED:

MAY 19, 2015

Statement of Issue:

ON APRIL 14, 2015, THE SCHOOL SUPERINTENDENT AND THE TAYLOR COUNTY SCHOOL BOARD MEMBERS SENT A LETTER TO THE BOARD OF COUNTY COMMISSIONERS ADDRESSING THEIR CONCERNS FOR THE SAFETY OF SCHOOL CHILDREN ON CR 30 IN TAYLOR COUNTY. THE BOARD DIRECTED THE COUNTY ADMINISTRATOR TO INVESTIGATE AND DRAFT A RESPONSE TO THE LETTER.

Recommended Action: APPROVE THE LETTER

Fiscal Impact: N/A

Budgeted Expense: N/A

Submitted By: COUNTY ADMINISTRATOR

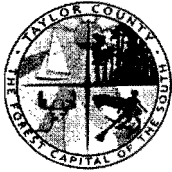
Contact: 850-838-3500

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options: CHANGE THE LETTER

Attachments:



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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

DUSTIN M. HINKEL, County Administrator
201 East Green Street
Perry, Florida 32347
(850) 838-3500, extension 7 Phone
(850) 838-3501 Fax

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

May 6, 2015

Paul Dyal
Superintendent, Taylor County Schools
And the Honorable Brenda Carlton, Chairman
Taylor County School Board
318 North Clark Street
Perry FL 32347

Dear Paul and Chairman Carlton:

We received your letter of April 14, 2015, and request that you let the School Board members know that we appreciate and share their concern for the traffic conditions on County Road 30 near the Georgia Pacific Cellulose Mill. We, too, have heard public concerns about safety, especially as it relates to our school children.

The specific area of concern appears to be the stretch of CR 30 (or Foley Road) beginning near the intersection of Foley Cut-Off Road and continuing eastward beyond the entrance to the mill. We are told that vehicles are travelling faster than the 45 mph posted speed limit in this congested area. We are also told that, during the morning hours, the sun is blinding drivers and diminishing visibility of east bound vehicles such that these drivers cannot see that other vehicles are turning onto and off of CR 30.

For a period of time beginning April 21, 2015, county staff collected traffic data using a road counter positioned across both lanes of travel between the mill entrance and Credit Union Road. The data collected included information on the types of vehicles travelling on the road, overall and peak hour volumes, and the speed of vehicles. This data will be very useful to determine if a reduced speed limit is warranted.

County staff took an additional step to mitigate the problem; and, on April 22, 2015, crews installed TRUCKS ENTERING HIGHWAY signs on each side of the Tuten Logging transfer facility. It is hoped that these advance warning signs will alert oncoming traffic to the possibility of turning vehicles, thus encouraging these drivers to slow down.

The Board of County Commissioners shares the sentiment of the Taylor County School Board that we must all take every precaution to see that our school children, as well as our residents in general, are safe when driving in Taylor County. This item will be scheduled on our May workshop agenda for discussion on May 26, 2015, at 6:00 p.m.

Respectfully,

Pat Patterson
Chair, Board of County Commissioners

Margaret Dunn

From: Kenneth Dudley
Sent: Tuesday, May 5, 2015 4:40 PM
To: Andy McLeod; Dustin Hinkel
Cc: Margaret Dunn
Subject: RE: Highway 30 Safety Concerns
Attachments: Untitled.PDF - Adobe Acrobat Pro.pdf

Dustin asked that I put something together as a reply to the School Boards letter regarding the CR 30 traffic issue. See what you guys think, you are welcome to modify or correct as needed.

Dear Taylor County School Board and Superintendent Dyal:

Thank you for your recent letter regarding potential traffic issues on County Road 30 and the opportunity to jointly address a potential situation before circumstances end in a unfortunate result.

In early April, 2015, Staff was informed of a possible issue concerning traffic conditions during certain times of the day that may warrant calming efforts. The area of concern is the stretch of County Road 30 (aka Foley Rd) beginning near its intersection with Foley Cut-Off Rd and continuing eastward beyond the entrance to the Georgia Pacific Cellulose Mill. Purportedly, vehicles are travelling faster than the 45 mph posted Speed Limit in an area of congestion and multiple turning movements. This in and of itself is not unusual though ill advised. However, during the morning hours of the day, the position of the sun diminishes visibility of east bound vehicles to the extent it becomes suggestedly difficult to see vehicles turning onto and off of CR 30 within this area. Beginning April 21, Staff collected a week's worth of CR 30 traffic information. The counter was positioned across both lanes of travel between the Buckeye Entrance and the Credit Union Rd. This Counter collected information on the types of vehicles, overall and peak hour volumes, and speed of travelling vehicles. The information will be used to determine if a reduced speed limit area should be established.

While such matters are being considered by the Board, a proactive effort was initiated by the Public Works Department. On or about April 22, 2015, Crews installed "Trucks Entering Highway" Signs on each side of the Tuten Logging transfer facility. It is hoped these Advanced Warning indicators will alert oncoming traffic to approaching conditions of one such problem area thus encouraging a reduction in speed. It is uncertain if this measure has proven sufficient.

Nonetheless, the Taylor County Board of County Commissioners shares the sentiment of the Taylor County School Board in that efforts to save lives is well worth the effort. This matter will be considered by the Board during the May County Commission Workshop to determine its resolution.

Please feel free to contact our office if you have any questions, concerns or comments regarding this matter.

Respectfully,

Dustin Hinkel, County Administrator

CC: Board of County Commissioners
Andy McLeod, Public Works Director



THE DISTRICT SCHOOL BOARD OF TAYLOR COUNTY

318 North Clark Street
Perry, Florida 32347
(850) 838-2500 - Telephone
(850) 838-2501 - Fax
Taylor.k12.fl.us
Paul Dyal, Superintendent

April 14, 2015

Taylor County Board of Commissioners

Perry, Florida

Dear County Commissioners:

It has been brought to the attention of the Taylor County School Board about the need to review the traffic control signs and the speed limit on Highway 30 going to the Georgia Pacific mill. The concern comes from the increased number of log trucks now serving the plant and the concern that the Plant's east gate sometimes gets backed up with trucks having to wait on the highway to get into the mill.

These safety concerns have generated conversation about what could be done to enhance the safety protocols for trucks serving Georgia Pacific, Georgia Pacific's east gate, as well as local traffic that includes the Taylor County School District buses that travel that road.

This letter serves as a request to support the request to add any traffic control signage and review the current speed limit with considering lowering it for the safety of all that share this highway. If this could help prevent an accident, whether it be adults or school children, it would be worth the time to review the requests and concerns.

Respectfully,


Paul Dyal, Superintendent


Brenda Carlton, Board Chairman


Danny Lundy, Board Member


Kenneth Dennis, Board Member


Darrell Whiddon, Board Member


Danny Glover, Board Member

School Board Members

Danny Glover Jr.
Residence Area One

Brenda H. Carlton
Residence Area Two

Darrell Whiddon
Residence Area Three

Danny Lundy
Residence Area Four

Kenneth R. Dennis
Residence Area Five

Kenneth Dudley, County Engineer
file

From: Andy McLeod
Sent: Wednesday, April 22, 2015 4:40 PM
To: Kenneth Dudley
Subject: RE: Highway 30 Safety Concerns

We have posted "Trucks Entering Highway" signs on either side of Benji's yard.
Andy

From: Kenneth Dudley
Sent: Monday, April 20, 2015 3:14 PM
To: Dustin Hinkel; Andy McLeod
Cc: Brenda Brannen
Subject: RE: Highway 30 Safety Concerns

Yes, it will collect speed.

Kenneth Dudley, P.E.

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

From: Dustin Hinkel
Sent: Monday, April 20, 2015 2:51 PM
To: Kenneth Dudley; Andy McLeod
Cc: Brenda Brannen
Subject: RE: Highway 30 Safety Concerns

Yes. Let's recount so that we can have a comparator. Can we get speed data as well? Have we placed any new signage out yet?

Thanks!

Dustin Hinkel

County Administrator
Taylor County Board of County Commissioners

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

201 E Green Street
Perry, FL 32347
850-838-3500 ext 7 Office
850-838-3501 Fax
850-672-0830 Cell

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

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

From: Kenneth Dudley
Sent: Monday, April 20, 2015 2:46 PM
To: Dustin Hinkel; Andy McLeod
Cc: Brenda Brannen
Subject: RE: Highway 30 Safety Concerns

This was checked last august. See attached.
Let me know if you want to recount.

Kenneth Dudley, P.E.

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

From: Dustin Hinkel
Sent: Wednesday, April 15, 2015 10:01 AM
To: Kenneth Dudley; Andy McLeod
Subject: RE: Highway 30 Safety Concerns

Sounds good.

Thanks!

Dustin Hinkel

County Administrator
Taylor County Board of County Commissioners

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201 E Green Street
Perry, FL 32347
850-838-3500 ext 7 Office
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850-672-0830 Cell

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

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

From: Kenneth Dudley
Sent: Wednesday, April 15, 2015 9:26 AM
To: Andy McLeod

Cc: Dustin Hinkel
Subject: RE: Highway 30 Safety Concerns

Between the Buckeye entrance and the credit union rd???

Kenneth Dudley, P.E.

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

From: Andy McLeod
Sent: Wednesday, April 15, 2015 9:24 AM
To: Kenneth Dudley
Subject: RE: Highway 30 Safety Concerns

Any suggestion as to the locating the counter?

Andy

From: Kenneth Dudley
Sent: Wednesday, April 15, 2015 9:16 AM
To: Dustin Hinkel; Andy McLeod
Cc: Margaret Dunn
Subject: RE: Highway 30 Safety Concerns

ok

Kenneth Dudley, P.E.

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

From: Dustin Hinkel
Sent: Wednesday, April 15, 2015 9:13 AM
To: Andy McLeod; Kenneth Dudley
Cc: Margaret Dunn
Subject: FW: Highway 30 Safety Concerns

Can we please get a counter on this road?

Thanks!

Dustin Hinkel

County Administrator
Taylor County Board of County Commissioners

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

201 E Green Street
Perry, FL 32347

850-838-3500 ext 7 Office
850-838-3501 Fax
850-672-0830 Cell

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

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

From: Dustin Hinkel
Sent: Wednesday, April 15, 2015 9:13 AM
To: Jim Moody; 'Jody DeVane'; Malcolm Page; Pam Feagle; Pat Patterson
Cc: Andy McLeod (publicworks.director@taylorcountygov.com); Kenneth Dudley (county.engineer@taylorcountygov.com); Margaret Dunn
Subject: Highway 30 Safety Concerns

Good Morning Board,

This morning I received the attached letter from the School Board supporting requests for increased signage and lower speed limits on Highway 30. Staff is already working on improving signs along this road and we have this on our May Workshop to discuss further Board actions. If you would like to discuss earlier then we can place it on our agenda for next week's meeting.

Thanks!

Dustin Hinkel

County Administrator
Taylor County Board of County Commissioners

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

201 E Green Street
Perry, FL 32347
850-838-3500 ext 7 Office
850-838-3501 Fax
850-672-0830 Cell

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

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22

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO CONSIDER APPROVAL OF LEASE AMENDMENT P00005 FOR THE PERRY VA CLINIC, AS AGENDAED BY DANNY O'QUINN, SPECIAL PROJECTS.

MEETING DATE REQUESTED:

MAY 19, 2015

Statement of Issue: THIS AMENDMENT REFLECTS COST ADJUSTMENTS FOR WORK THAT IS BEING SUBCONTRACTED OUT DUE TO THE SKILL LEVEL REQUIRED TO COMPLETE THE WORK. THE COST OF THESE ADJUSTMENTS WILL BE COVERED BY THE VETERAN'S ADMINISTRATION.

Recommended Action: APPROVE THE LEASE AMENDMENT

Fiscal Impact: NOT TO TAYLOR COUNTY

Budgeted Expense: N/A

Submitted By: DANNY OQUINN, SPECIAL PROJECTS

Contact:

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

Attachments: ITEMIZED CHANGES AND LEASE AMENDMENT

Margaret Dunn

From: Griner, Rachel <Rachel.Griner@va.gov>
Sent: Tuesday, May 12, 2015 10:07 AM
To: Margaret Dunn; Dustin Hinkel
Cc: Danny Oquinn
Subject: FW: Drywall finishing, Perry VA Clinic
Attachments: UPDATED TENANT IMPROVEMENT PROPOSAL (5-12-2015).xlsx; VA248-13-L-0077 P00005.docx

Importance: High

Please find the attached updated tenant improvement spreadsheet and associated SLA for your review/action.

From: Spann, Mike
Sent: Tuesday, May 12, 2015 6:51 AM
To: Griner, Rachel
Subject: FW: Drywall finishing, Perry VA Clinic

Rachel, the County has advised that they do not have any prisoners that know how to finish drywall and will have to hire a subcontractor to finish the drywall. See below, they propose to finish the drywall for \$2507.20. The proposed cost appears to be reasonable for the work to be performed.

Please authorize the County to do the drywall finishing with a subcontractor at your earliest convenience in order that they can meet the scheduled completion date. Thanks.

From: Danny Oquinn [<mailto:danny.oquinn@taylorcountygov.com>]
Sent: Monday, May 04, 2015 1:34 PM
To: Spann, Mike
Cc: Dustin Hinkel; Kenneth Dudley; Griner, Rachel
Subject: [EXTERNAL] Drywall finishing

Mike,

I have gotten three quotes from drywall finishers for finishing the drywall. We are almost done with hanging the sheetrock and I feel it would be a benefit to acquire professional help to mud and finish it so that we can stay on schedule due to the lack of experienced inmates in that field of work. The low bid was \$2507.20. Please let me know if we can move forward with this.

Thank You,

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE

LEASE AMENDMENT NO. P00005

TO LEASE NO. VA248-13-L-0077

PDN Number: _____

LEASE AMENDMENT

ADDRESS OF PREMISES PERRY VA CLINIC
1224 NORTH PEACOCK AVENUE

PERRY, FLORIDA 32347

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

201 E GREEN ST

PERRY FL 323472737

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

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective 05-12-2015 as follows:

The purpose of this Supplemental Lease Agreement (SLA) is to change the total amount currently allocated for Build-out costs due to increased costs as a result of contracting out for the drywall finishes requirement.

The County does not currently have inmates with this skill set to perform this effort, so the requirement will need to be contracted out. The County has proposed a cost of \$3034.00, which includes overhead and profit, to provide a civilian contractor to perform.

Therefore, the total amount of the build out costs has changed from \$122,847.00 to \$125,881.00, for an increase of \$3034.00. The total amount of the lease has changed from \$134,526.24 to \$137,560.24, for an increase of \$3034.00.

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

Funds for this action are covered under Obligation Number 573-C-43048, Modification #0003.

This Lease Amendment contains _____ pages.

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

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

FOR THE LESSOR:

Signature: _____
Name: _____
Title: _____
Entity Name: _____
Date: _____

FOR THE GOVERNMENT:

Signature: _____
Name: RACHEL GRINTER
Title: Lease Contracting Officer
Department of Veterans Affairs
Date: _____

WITNESSED FOR THE LESSOR BY:

Signature: _____
Name: _____
Title: _____
Date: _____

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

CO estimated this cost element
Stanley to install handrails

3/26/2015

CO Increased unit price - \$1 too low

3/36/2015

3.33 Heating, ventilation and A/C - any ductwork that shall be reused or remain in place shall be cleaned.					2	EA	\$1,441	\$2,882	\$2,882
3.34 Telecommunications: Room Construction					1	EA	\$5,000	\$5,000	\$5,000
3.36 and 5.18 Lighting: Interior and Parking				\$0	1	JB	\$3,348	\$3,348	\$3,348
5.03 Window Covering				\$0	1	JOB	\$260	\$260	\$260
5.05 Interior Doors					2	JOB	\$2,776	\$5,552	\$5,552
5.06 Doors: Hardware					1	job	\$2,120	\$2,120	\$2,120
5.07 Doors: Identification					16	EA	\$25	\$400	\$400
5.08 Drywall Finish - Contracted out					1	JOB	\$2,507	\$2,507	\$2,507
5.09 Wall Finishes					40	EA	\$13	\$502	\$502
5.10 Painting					24	GAL	\$36	\$864	\$864
5.11 Floor					1	JOB	\$3,540	\$3,540	\$3,540
5.12 Heating and Air Conditioning					1	JOB	\$6,218	\$6,218	\$6,218
5.13 Electrical: Distribution - EXCEPT TELEPHONE AND DATA OUTLETS					1	JOB	\$2,000	\$2,000	\$2,000
5.14 Canopy - Front Entrance					1	JOB	\$5,000	\$5,000	\$5,000
5.17 Casework for Lab, Room 105, and Reception Window, 103					1	JOB	\$6,077	\$6,077	\$6,077
5.17(a) Eye Wash Station for Lab					1	JOB	\$350	\$350	\$350
*****CHANGE ORDER #0001 (1/6/2015)*****									
Sidewalk from parking lot: this figure could double if water/sewer services need to be routed					1	JOB	\$2,000	\$2,000	\$2,000
10' X 12' Shed with floor anchored to existing concrete slab					1	JOB	\$2,200	\$2,200	\$2,200
Flag Pole installation					1	JOB	\$2,200	\$2,200	\$2,200
Flag Pole light with sensor					1	JOB	\$334	\$334	\$334
SUB-TOTAL									\$104,034
OVERHEAD	10%								\$ 10,403
SUB-TOTAL									\$ 114,437
PROFIT	10%								\$ 11,444
TOTAL									\$ 125,881

Taylor Co. could not price this properly
3/36/2015

Added another door for the IT room

5/12/2015

3/26/2015

CO estimated this cost element

3/26/2015

CONSTRUCTION SCHEDULE

PERRY V.A. CLINIC

ACTIVITY	START	END	NOTES
ASBESTOS ABATEMENT	1/26/2015	1/30/2015	"COMPLETED"
DEMOLITION	2/2/2015	2/20/2015	"COMPLETED"
CONSTRUCT WALLS	2/23/2015	2/27/2015	"COMPLETED"
ROUGH PLUMBING	3/2/2015	3/13/2015	"IN PROGRESS"
ROUGH ELECTRICAL	3/16/2015	3/20/2015	
SHEETROCK WORK	3/23/2015	4/16/2015	
INSTALL SUSPENDED CIELINGS	4/20/2015	4/30/2015	
INSTALL CASEWORK	5/4/2015	5/14/2015	
INTERIOR PAINTING	5/18/2015	5/28/2015	
INSTALL FLOOR COVERING	6/1/2015	6/18/2015	
TRIM OUT PLUMBING	6/22/2014	6/30/2015	
TRIM OUT ELECTRICAL	7/1/2015	7/7/2015	
EXTERIOR PAINTING	7/8/2015	7/15/2015	
WINDOW TINTING	7/13/2015	7/17/2015	
INSTALL FLAGPOLE AND BASE	7/15/2015	7/17/2015	
CONSTRUCT SIDEWALK	7/20/2015	7/24/2015	
CLEAN DUCTWORK	?	?	unsure contracted
INSTALL FRONT CANOPY	?	?	CONTRACTED
SIGNAGE AND TOUCH-UP	7/27/2015	7/31/2015	

GENERAL NOTES

ALL TIME FRAMES ARE AN ESTIMATE. ALL WORK SHALL BE TAKEN INTO CONSIDERATION THE OVERALL QUALITY AND AVAILABILITY OF THE INMATE CREW. THE INMATES ARE LEAVING AND NEW ONES ASSIGNED ON A RGULAR BASIS SO THE OVERALL TIME FRAME AND EXPERIENCE IS SUBJECT TO CHANGE THROUGHOUT THE COURSE OF CONSTRUCTION AND SHALL BE CONSIDERED INTO THE OVERALL TIME FRAME OF THE PROJECT.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO CONSIDER THE BID COMMITTEE'S
RECOMMENDATION TO BEGIN CONTRACT NEGOTIATIONS
WITH TWO OF THE THREE RESPONDENTS FOR THE
PURCHASE OF INMATE PHARMACEUTICALS, AS AGENDAED
BY THE COUNTY ADMINISTRATOR.

MEETING DATE REQUESTED:

MAY 19, 2015

Statement of Issue:

Recommended Action:

Fiscal Impact:

Budgeted Expense:

Submitted By:

Contact:

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

Attachments:

24

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO CONSIDER APPOINTING TWO NEW MEMBERS TO THE CONSTRUCTION INDUSTRY LICENSING BOARD, AS AGENDAED BY DANNY GRINER, BUILDING DIRECTOR.

MEETING DATE REQUESTED:

MAY 19, 2015

Statement of Issue: THE CONSTRUCTION INDUSTRY LICENSING BOARD HAS TWO VACANCIES DUE TO ONE MEMBER'S TERM EXPIRING AND ANOTHER MEMBER'S REQUEST TO BE REMOVED FROM THE BOARD.

Recommended Action: APPOINT MR. DALE ROWELL TO THE LICENSING BOARD FOR A TWO (2) YEAR TERM FROM 3/31/15 TO 3/31/17 AND APPOINT MR EARL KETRING FOR THE REMAINDER OF A TWO (2) YEAR TERM FROM 3/31/14 TO 3/31/16.

Fiscal Impact: NONE

Budgeted Expense: N/A

Submitted By: DANNY GRINER, BUILDING DIRECTOR

Contact: 850-838-3500

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: THIS MATTER WAS TABLED AT THE MEETING ON MAY 4, 2015, IN ORDER TO OBTAIN MORE INFORMATION.

Options:

Attachments: COPY OF ADVERTISEMENT

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

813 S. Washington St. Perry

**FARM
BUREAU
INSURANCE**

Auto • Home
Life • Health

FLAUPRO0711

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

277-15

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

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Turns 5 years old
Tuesday, March 3, 2015

Love you,
Granny Dubose

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25

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Board to consider re-appointment of one (1) member of the Planning Board and appointment of one (1) new applicant to the Planning Board.

MEETING DATE REQUESTED:

June 17, 2008

Statement of Issue: Ms. Pam Wessels and Mr. Barry Wilson's terms on the Planning Board expire on May 17, 2015. Ms. Pam Wessels would like to be re-appointed and Mr. Barry Wilson does not wish to be re-appointed.

Recommendation: Re-appoint Ms. Pam Wessels to the Planning Board for a two (2) year term period from 5/17/15 to 5/17/17. Appoint Mr. Walter Godwin to the Planning Board for a two (2) year term period from 5/17/15 to 5/17/17.

Fiscal Impact: N/A

Budgeted Expense: Yes ☐ No ☐ N/A ☒

Submitted By: Danny Griner

Contact: building.director@taylorcountygov.com

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Ms. Pam Wessel's has served on the Planning Board for several years. She regularly attends meetings. Her term expires on 5/17/15 and she would like to be re-appointed to the Planning Board. Mr. Barry Wilson's term expires on 5/17/15 and he no longer wishes to be a member of the Board. County staff advertised for the positions in the local paper and on the County website for a two (2) week period. Mr. Walter Godwin was the only person to turn in an application.

Options:

1. Re-appoint Ms. Pam Wessels and appoint Mr. Walter Godwin to the Planning Board.
2. Do not re-appoint Ms. Pam Wessels and do not appoint Mr. Walter Godwin to the Planning Board.

Attachments:

1. Copy of advertisement.
2. Copy of Mr. Walter Godwin's application.

family will be held Sunday, May 31, at Robert M. Hendry Memorial Methodist Church in Shady Grove. The service will begin at 11 a.m. followed by dinner on the grounds shortly after noon time.

This year, the Nancy Jane Hendry Wentworth family is hosting the reunion with Jane Wentworth and Brenda Rees sharing responsibility for coordinating the

Ann Carlton Hendry and their family left their home in Thomas County, Ga., for Florida and settled just north of Shady Grove where the Hendry Family Cemetery is located.

All members of the extended Hendry family and friends of the Hendry family are invited to attend Sunday's reunion.



*Happy
30th
Anniversary*

*Kim & Ray
Enjoy your cruise!*



Taylor County Is accepting applications for a PLANNING BOARD MEMBER

**This is a volunteer position that meets on the first
Thursday of every month at 5 p.m. to discuss
land development issues, building and setback
variances, commercial developments, etc.**

**For more information or to get an application
call 838-3500 extension 1 or come by the
Taylor County Building & Planning Department
located at 201 East Green Street or visit
www.taylorcountygov.com**

11/29/11



TAYLOR COUNTY

PLANNING BOARD APPLICATION

Name: WALTER F. GODWIN

Mailing Address: 1982 JOHNSON STRIPLING ROAD

City: PERRY State: Florida Zip Code: 32347

Home Phone: 352-542-7158

~~cell~~ Work Phone: 386-405-5791

Email: WFGodwin2003@yahoo.com

Employer: RETIRED FROM ST. JOHNS RIVER WATER MGMT DISTRICT

Job Title: ENVIRONMENTAL SCIENTIST VI

Number of years residing in Taylor County: 1.5

Are you 18 years or older? YES: ☒ NO: ☐

Are you a resident of Taylor County? YES: ☒ NO: ☐

Are you a registered voter in Taylor County? YES: ☒ NO: ☐

Are you willing to spend up to eight hours per month for meetings and workshops? YES: ☒ NO: ☐

Are you willing to attend all Board Meetings? YES: ☒ NO: ☐

Education:

Are you a High School Graduate? YES: ☒ NO: ☐

Name of School: THOMASVILLE HIGH SCHOOL

Address of School: THOMASVILLE, GA

Post-Secondary Education:

Name of School: VALDOSTA STATE UNIVERSITY - VALDOSTA, GA

Address of School: FLORIDA STATE UNIVERSITY - TALLAHASSEE, FL

Technical Training:

Name of School: _____

Address of School: _____

Do you or any family member have any affiliation with any business that has a vendor relationship with the Taylor County BCC or any other contractual relationship with the Taylor County Board of County Commissioners?

YES: ☐ NO: ☒

If Yes, explain: _____

Why do you wish to serve on the Taylor County Planning Board? _____

Believe my background and experience can contribute to future development in Taylor County.

Have you ever been charged with a misdemeanor or felony in any state or federal court?

YES: ☐ NO: ☒

If Yes, explain in detail: _____

Explain what knowledge or interest qualifies you for consideration for appointment to this Board. Attach additional sheets if needed.

I have 30+ years experience as an Environmental Scientist. Retired from St Johns River Water Management District. Very interested in future land/water management in Taylor County.

I understand the duties and responsibilities of this Board and pledge that I will faithfully attend the meetings, carry out the duties of a Board member, and abide by all Board rules should I be appointed.

5-6-15

Date

Walter F. Godwin

Signature

WALTER F. GODWIN

Print Name



TAYLOR COUNTY

PLANNING BOARD APPLICATION

Name: Pamela Wessels

Mailing Address: PO Box 647

City: Steinhatchee State: Florida Zip Code: 32359

Home Phone: 352-356-1086

Work Phone: 352-498-7770

Email: TrustAnchor@bellsouth.net

Employer: Self – Anchor Trust Properties

Job Title: Realtor/Broker (owner)

Number of years residing in Taylor County: 19

Are you 18 years or older? YES: X NO:

Are you a resident of Taylor County? YES: X NO:

Are you a registered voter in Taylor County? YES: X NO:

Are you willing to spend up to eight hours per month for meetings and workshops? YES: X NO:

Are you willing to attend all Board Meetings? YES: X NO:

Education:

Are you a High School Graduate? YES: X NO:

Name of School: St. Mary's High School for Girls

Address of School: Chicago, IL

Post-Secondary Education:

Name of School: St Johns River Community College

Address of School: Palatka, FL

Technical Training:

Name of School: Real Estate School

Address of School: Tallahassee, FL

Do you or any family member have any affiliation with any business that has a vendor relationship with the Taylor County BCC or any other contractual relationship with the Taylor County Board of County Commissioners? X
YES: ____ NO: ____

If Yes, explain: _____

Why do you wish to serve on the Taylor County Planning Board? _____
I have been a member of the Planning Board since 1998. It has been a great educational experience for me and a wonderful way to give back to the community in which I live. I've learned about community planning, intense problem solving and met lots of super folks.

Have you ever been charged with a misdemeanor or felony in any state or federal court? X
YES: ____ NO: ____

If Yes, explain in detail: _____

Explain what knowledge or interest qualifies you for consideration for appointment to this Board. Attach additional sheets if needed.

Being a Real Estate professional, I have gained a wealth of knowledge in the meetings and been able to apply that to my every day dealings with people to get the most/best out of the property they own or are considering purchasing. I thoroughly enjoyed participating in the 2060 Vision Program. One day I may want to further my career in that direction (planning communities).

In my 17 years of serving on the Board I have missed only one meeting (when my husband died).

I understand the duties and responsibilities of this Board and pledge that I will faithfully attend the meetings, carry out the duties of a Board member, and abide by all Board rules should I be appointed.

5/12/2015

Date

DocuSigned by:

Pam Wessels

98FF694AB6B5426 Signature

Pamela Wessels

Print Name

26

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Board to review and approve the amended Community Development Block Grant Housing Assistance Plan for Taylor County and Resolution as required by the Florida Department of Economic Development, Small Cities Community Development Block Grant Program (CDBG)

MEETING DATE REQUESTED:

May 19, 2015

Statement of Issue: Board to review and approve the amended CDBG Housing Assistance Plan for Taylor County and Resolution as per Attachment F of CDBG Contract #15DB-OJ-03-72-01-H 18.

Recommended Action: Approve CDBG Housing Assistance Plan and Resolution.

Fiscal Impact: The County received a grant in the amount of \$750,000 which will be used to provide housing rehabilitation assistance to qualified homeowners who live outside the city limits of Perry.

Budgeted Expense: Y/N

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Attachment F of the CDBG Grant Contract required the County to amend the existing CDBG Housing Assistance Plan to be more specific on requirements for contractors who are selected for CDBG housing projects and to be more specific in the identification of racial demographics for the head of the household for program recipients. A Resolution is required for the amended Housing Assistance Plan.

Attachments: Community Development Block Grant Housing Assistance Plan for Taylor County, Resolution, and Attachment F of CDBG Contract #15DB-OJ-03-72-010H 18.



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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

DUSTIN HINKEL, County Administrator
201 East Green Street
Perry, Florida 32347
(850) 838-3500, extension 7 Phone
(850) 838-3501 Fax

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

RESOLUTION

A RESOLUTION APPROVING PROPOSED AMENDMENTS TO TAYLOR COUNTY'S COMMUNITY DEVELOPMENT BLOCK GRANT HOUSING ASSISTANCE PLAN TO COMPLY WITH ATTACHMENT F, PROGRAM CONDITIONS OF CDBG CONTRACT # 15DB-OJ-03-72-01-H 18.

WHEREAS, Taylor County has adopted a Housing Assistance Plan to establish procedures for administering the Community Development Block Grant (CDBG) Housing Rehabilitation Program for the purposes of providing housing rehabilitation assistance to residents within the County; and

WHEREAS, the State of Florida's Department of Economic Opportunity has offered a contract for CDBG funds to Taylor County for the purposes of providing housing rehabilitation assistance to residents within the County; and

WHEREAS, the State of Florida's Department of Economic Opportunity requires an amendment to Taylor County's Housing Assistance Plan to ensure housing rehabilitation assistance is provided in a manner that meets all requirements necessary to participate in the CDBG Housing Rehabilitation Program; and

WHEREAS, Taylor County has accepted the proposed amendment and updated the Housing Assistance Plan to incorporate the revisions required by the State of Florida under Attachment F, Program Conditions, of CDBG Contract # 15DB-OJ-03-72-01-H 18.

NOW, THEREFORE BE IT RESOLVED BY THE TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS:

Section 1. Approval of Amendment. The Board of County Commissioners hereby approves the proposed amendment to the Housing Assistance Plan to incorporate the revisions required by the State of Florida under Attachment F, Program Conditions, of CDBG Contract # 15DB-OJ-03-72-01-H 18.

Section 2. Effective Date. This resolution shall become effective upon the signature by the County Chair.

PASSED AND ADOPTED BY TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS THIS _____ DAY OF _____, _____.

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

Attest: _____
Annie Mae Murphy, Clerk

By: _____
Patricia Patterson, Chairperson

Form Approved: _____
Conrad C. Bishop, County Attorney

Attachment F

Program, Category Specific, and Special Conditions

Program Conditions

1. The Recipient shall demonstrate that progress is being made in completing project activities in a timely fashion. Within 180 days of the subgrant award, the Recipient shall complete the following activities:
 - a. Submit the environmental assessment to the Department for review;
 - b. Request approval for all professional service contracts;
 - c. Submit an initial Request for Funds (RFF) for administrative services, if applicable;
 - d. Request a wage decision(s) for applicable construction activities if points were received on the application for Readiness to Proceed;
 - e. For Housing Rehabilitation subgrants, a list of applicants for assistance shall be developed and a copy provided to the Department; and
 - f. For Commercial Revitalization subgrants, if façades are to be renovated, a list of businesses that will be assisted shall be developed and a copy provided to the Department.

If the Recipient does not comply with all applicable criteria listed above, a justification for the delay and a plan for timely accomplishment must be submitted to the Department. The Department shall rescind any subgrant for which the Recipient has not completed activities a.-f. listed above unless it can provide adequate justification for the delay.

2. The Recipient shall maintain records of expenditure of funds from all sources that will allow accurate and ready comparison between the expenditures and the contracted budget/activity line items as defined on Attachment A (Program Budget) and Attachment E (Activity Work Plan).
3. No costs may be incurred prior to the effective date of this Agreement, except for those eligible application preparation costs outlined in the original Small Cities CDBG *Application for Funding* submitted to the Department, unless pre-agreement costs were approved in writing by the Department.
4. The Recipient shall request approval of all professional services contracts that will be reimbursed with CDBG funds. Copies of the following documents must be provided to the Department for review:
 - a. When publication of the RFP is used as a means of solicitation, a copy of the advertisement, including an affidavit of publication;
 - b. A list of entities to whom a notification of the request for proposals was provided by mail or fax (if applicable);
 - c. For engineering contracts, a list of firms that submitted a proposal (only if short-listing procedure was used);
 - d. Completed short-listing evaluation/ranking forms, including any ranking summary document, and document transmitting the short-listed firms to the commission (only if short-listing procedure used);
 - e. Completed and signed final evaluation/ranking forms;
 - f. Commission minutes approving contract award;

- g. Cost breakout from selected firm used for completion of the cost analysis (if pricing information was not submitted with proposals);
- h. The proposed contract;
- i. Truth-in-Negotiation certification (if not in the contract) for engineering contracts over \$150,000;
- j. If a protest was filed, a copy of the protest and documentation of resolution;
- k. A request for the Department's approval of a single source procurement if only one firm was considered and the contract exceeds \$25,000. Additionally, the Recipient shall not enter into a contract to be paid with CDBG funds based on a sole source or single proposal procurement without prior written approval from the Department. Failure to secure prior written approval shall relieve the Department of any obligation to fund the said procurement contract. Any previous payments to the Recipient to fund said contract shall be ineligible and shall be repaid to the Department by the Recipient; and
- l. If a regional planning council or local government is performing administration services, the Recipient shall submit only a copy of the contract and cost analysis information.

The Department will either approve the procurement or notify the Recipient that the procurement cannot be approved because it violates State, federal or local procurement guidelines.

The Recipient must notify the Department in writing no later than ninety (90) days from the effective date of this agreement if it will not be procuring any professional services or if it will be using non-CDBG funds to pay for professional services.

- 5. Prior to the obligation or disbursement of any funds, except for administrative expenses for all subgrants other than Economic Development subgrants, not to exceed \$5,000, and for Economic Development Grants, not to exceed \$8,000, but in any case, no later than 90 days from the effective date of this Agreement, the Recipient shall complete the following:
 - a. Submit and obtain the Department's approval of the documentation required in paragraph 4 above for any professional services contract. The Recipient proceeds at its own risk if more than the specified amount is incurred before the Department approves the procurement. If the Department does not approve the procurement of a professional services contract, the local government will not be able to use CDBG funds for that contract beyond \$5,000 (\$8,000 for Economic Development).
 - b. Comply with procedures set forth in 24 CFR Part 58, Environmental Review Procedures for Title I Community Development Block Grant Programs and 40 CFR Section 1500-1508, National Environmental Policy Act Regulations. When this condition has been fulfilled to the satisfaction of the Department, the Department will issue a ***Notice of Removal of Environmental Conditions***.
- 6. The Recipient shall obtain approval from the Department prior to requesting CDBG funds for engineering activities and costs which are additional engineering as defined in Rule 73C-23.0031(1), Florida Administrative Code.
- 7. Should the recipient undertake any activity subject to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA), the Recipient shall document completion of the acquisition by submitting all documentation required for a desk monitoring of the acquisition, including notice to property owners of his or her rights under URA, invitation to accompany the appraiser, all appraisals, offer to the owner, acceptance, contract for sale, statement of settlement costs, copy of deed, waiver of rights (for donations), as applicable. The documentation shall be submitted prior to completing the acquisition (closing) so that the Department can determine whether remedial action may be needed.

8. The Recipient shall, prior to the disbursement of any CDBG administrative funds exceeding \$15,000, provide to the Department a copy of all engineering specifications and construction plans, if required, for the activities described in the Agreement. The Recipient shall also furnish the Department, prior to soliciting bids or proposals, a copy of bid documents for services and/or materials to provide those services and/or materials for construction activities when the bids are expected to exceed \$25,000. Additionally, the Recipient shall not publish any request for bids for construction purposes or distribute bid packages until the Department has provided its written acceptance of the engineering specifications, construction plans, and bid documents.
9. For each procured construction contract in Neighborhood Revitalization, Commercial Revitalization and Economic Development projects for which CDBG funding will be requested, the Recipient shall submit the following procurement documents:
 - a. A copy of the bid advertisement, including an affidavit of publication;
 - b. Documentation of the Recipient's efforts made to inform minority- and woman-owned businesses of the opportunity to bid on the construction contract;
 - c. A copy of the bid tabulation sheet;
 - d. A copy of the engineer's recommendation to award;
 - e. A letter requesting sole source approval, if applicable;
 - f. A copy of the bid bond (5% of the bid price) for the prime contractor(s) selected to do the work, and;
 - g. Completed copies of the following forms:
 - Bidding Information and Contractor Eligibility – Form SC-51;
 - Certification Regarding Debarment, Suspension, And Other Responsibility Matters (Primary Covered Transactions) – Form SC-37;
 - Section 3 Participation Report (Construction Prime Contractor) – Form SC-52;
 - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Subcontractor) – Form SC-38, if applicable;
 - Section 3 Participation Report (Construction Subcontractor) – Form SC-53, if applicable, and;
 - Documentation for Business Claiming Section 3 Status – Form SC-54, if applicable.
10. For each Commercial Revitalization, Economic Development and Neighborhood Revitalization RFF that includes reimbursement of construction costs, the recipient shall provide a copy of the American Institute of Architects (AIA) form G702, *Application and Certification for Payment*, or a comparable form approved by the Department, signed by the contractor and inspection engineer, and a copy of form G703, *Continuation Sheet*, or a comparable form approved by the Department. For each Housing Rehabilitation RFF that includes construction costs, the recipient shall provide a copy of AIA form G702, or a comparable form approved by the Department, signed by the contractor and the local building inspector or housing specialist and a copy of form G703, or a comparable form approved by the Department.
11. When the Recipient issues a **Notice to Proceed** to a contractor, a copy of the notice shall be sent to the Department.
12. The Recipient shall undertake an activity each quarter to affirmatively further fair housing pursuant to 24 CFR Section 570.487(b)(4).

13. All leveraged funds shall be expended concurrently and, to the extent feasible, proportionately with the expenditure of CDBG funds for the same activity. The Recipient shall document the expenditure of leveraged funds required for the points claimed in the application as it may have been amended through the completeness process and as reflected on Attachment A of this Agreement. Except for the CDBG portion of the cost of post-administrative closeout audits, all funds claimed for leverage shall be expended after the date of site visit and prior to submission of the administrative closeout.
14. The resulting product of any activity funded under this Agreement as amended shall be ineligible for rehabilitation or replacement with CDBG funds for a period of five (5) years.
15. A deed restriction shall be recorded on any real property or facility, excluding easements, acquired with CDBG funds. This restriction shall limit the use of that real property or facility to the use stated in the sub-grant application and that title shall remain in the name of the Recipient. Such deed shall be made a part of the public records in the Clerk of Court of the county in which the real property is located. Any future disposition of that real property shall be in accordance with 24 CFR 85.31. Any future change of use shall be in accordance with 24 CFR 570.489(j).
16. For structures constructed prior to 1978, the Recipient shall provide that appropriate abatement procedures will be undertaken should lead-based paint be found on a structure scheduled for rehabilitation in whole or in part with CDBG funds and that the owners and/or occupants of the building will be advised:
 - a. The property may contain lead-based paint;
 - b. The hazards of lead-based paint;
 - c. The symptoms and treatment of lead poisoning;
 - d. The precautions to be taken to avoid lead-based paint poisoning (including maintenance and removal techniques for eliminating such hazards);
 - e. The need for and availability of blood lead-level screening for children under seven years of age; and
17. The Recipient shall comply with the historic preservation requirements of 24 CFR 58.17 and the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings.
18. Pursuant to Section 102(b), Public Law 101-235, 42 USC Section 3545, the Recipient shall update and submit Form HUD 2880 to the Department within 30 days of the Recipient's knowledge of changes in situations which would require that updates be prepared. The Recipient must disclose:
 - a. All developers, contractors, consultants, and engineers involved in the application or in the planning, development, or implementation of the project or CDBG funded activity; and
 - b. Any person or entity that has a financial interest in the project or activity that exceeds \$50,000 or ten percent (10%) of the grant, whichever is less.
19. A final Form HUD 2880, if required, shall be provided to the Department with the request for administrative closeout, and its absence or incompleteness shall be cause for rejection of the administrative closeout.
20. Conflicts of interest relating to procurement shall be addressed pursuant to 24 CFR 570.489(g). Conflicts of interest relating to acquisition or disposition of real property; CDBG financial assistance to beneficiaries, businesses, or other third parties; or any other financial interest, whether real or perceived, shall be addressed pursuant to 24 CFR 570.489(h).

21. Any payment by the Recipient using CDBG funds for acquisition of any property, right-of-way, or easement that exceeds fair market value as determined through the appraisal process established in HUD Handbook 1378 shall be approved in writing by the Department prior to distribution of the funds. Should the Recipient fail to obtain Department pre-approval, any portion of the cost of the acquisition exceeding Fair Market Value shall not be paid or reimbursed with CDBG funds.
22. The Recipient shall take photographs or video of all activity locations prior to initiating any construction. As the construction progresses, additional photography or videography shall document the ongoing improvements. Upon completion of construction, final documentation of the activity locations will be provided to the Department with administrative closeout documents.
23. If an activity is designed by an engineer, architect, or other licensed professional, it shall be certified upon completion by a licensed professional as meeting the specifications of the design, as may have been amended by change orders. The date of completion of construction shall be noted as part of the certification. This certification shall be accomplished prior to submission of an administrative closeout package and a copy of the certification shall be submitted with the administrative closeout package.
24. If necessary, the Recipient shall retain sufficient administration funds to ensure Internet access, including email, for the duration of the contract, including any time extensions. If the Recipient does not already have a computer designated to the person responsible for grant oversight, which is located in the program office and capable of Internet access, administrative funds may be used as needed to obtain, at reasonable cost, a computer to allow Internet access.

For Housing Rehabilitation Subgrants Only

1. The Recipient shall provide assistance for the rehabilitation of housing in a floodplain only after documenting in the rehabilitation case file for that structure that the Recipient and the beneficiary are in compliance with the Flood Disaster Protection Act of 1973. This documentation must address such things as elevation requirements, erosion, and water, sewage, or septic tank requirements. Each structure located within a floodplain that is rehabilitated to any extent with CDBG funds shall be insured under the National Flood Insurance Program until at least submission of the administrative closeout package.
2. The Recipient must comply with the Housing Assistance Plan (HAP) that was provided to the Department as part of the application process. The Recipient agrees that this Housing Assistance Plan will be followed unless waived by the governing body. Department approval is required for HAP revisions made after application deadline.
3. Bids for rehabilitation or reconstruction of housing units shall only be accepted from contractors licensed by the State of Florida, Department of Business and Professional Regulation.
4. Change orders for housing rehabilitation or reconstruction shall be approved by the housing unit owner or his or her representative, the contractor, and a representative of the local government prior to initiation of work based on that change order.
5. To document completion of construction, each housing unit case file shall contain the following information:
 - a. A statement from the contractor that all items on the initial work write-up and those modified through change orders are complete;

- b. An acknowledgment that the housing unit meets the applicable local building code and Section 8 Housing Quality Standards, signed and dated by the local building inspector and the local government's housing rehabilitation specialist; and
 - c. A signed statement by the housing unit owner or his or her representative that the work has been completed based on the work write-up and change orders. Should all requirements be fulfilled and the homeowner or his or her representative refuses to acknowledge completion of the work, the housing unit case file shall be documented with a statement detailing the stated reason for said refusal.
6. The following data will be provided by housing unit as part of the administrative closeout for each activity providing direct benefit (i.e., housing rehabilitation, temporary relocation, hookups, etc.) and summarized by activity and submitted with the administrative closeout package:
- a. Name of each recipient and address of each housing unit rehabilitated with CDBG funds, the date the construction was completed on the housing unit, and the amount of CDBG and non-CDBG funds spent on that housing unit;
 - b. Whether the head of household is female, if the household includes someone who is handicapped or elderly, the number of handicapped persons in the household, the number of elderly persons in the household, and the LMI, LI or VLI status of the household;
 - c. The number of occupants in the household, categorized by gender; and
 - d. The racial demographics and ethnicity of the head of each household (White, African American, Asian, American Indian or Alaskan Native, Native Hawaiian/Pacific Islander, American Indian or Alaskan Native and white, Asian and White, African American and White, American Indian/Alaskan Native and African American, or other multi-racial and whether the head of household is Hispanic).
7. If homes to be rehabilitated with CDBG grant funds will be selected from an existing list of SHIP applicants rather than a public notice soliciting applications, the homes from the SHIP applicants list shall be prioritized using the ranking procedure established in the CDBG Housing Assistance Plan. The ranking procedure will be reviewed during monitoring and compared to the list of homes rehabilitated.

Special Conditions

- 1. Within 90 days of execution of the Agreement amend the County's Fair Housing Ordinance 88-6 to include Familial Status as a protected class.
- 2. Within 180 days of execution of the Agreement, update the County's Transition Plan for Section 504/ADA Compliance (Attachment C).
- 3. Within 180 days of execution of the Agreement, update the County's Housing Element – Goal III, Objective III.1 of its Comprehensive Plan to reflect that a Moderate Income Person is 80% of median income, a Low Income Person is at 50% of median income, and a Very Low Income Person is at 30% median income.
- 4. Within 90 days of execution of the, update the County's Housing Assistance Plan (HAP) To correct the following issues:

- a. The HAP does not specify that the contractor must be licensed with the State of Florida, Department of Business and Professional Regulation.
- b. The HAP has numerous references to DCA and Department of Community Affairs that need to be changed to DEO or Department of Economic Opportunity.
- c. The HAP states that the County will recruit within the jurisdiction for contractors to be on their approved list of contractors. While this does not prohibit participation from contractors outside the jurisdiction it does not encourage competition. Language should be added to the HAP that states that any contractor wishing to be on the approved list that otherwise meets the County's requirements (other than being located in the jurisdiction), may be added to the list of approved contractors.
- d. The HAP Review does not include the list of required information and documentation that must be in each beneficiary contract file:
 - i. A statement from the contractor that all items on the initial work write-up as modified through change orders have been completed;
 - ii. An acknowledgment that the housing unit meets the applicable local codes, signed and dated by the local building inspector or the local government's housing rehabilitation specialist;
 - iii. An acknowledgment that the housing unit meets the applicable local codes, signed and dated by the local building inspector or the local government's housing rehabilitation specialist;
 - iv. The following data will be provided by housing unit and summarized by activity as part of the administrative closeout for each activity providing direct benefit (i.e., housing rehabilitation, temporary relocation, hookup, etc.):
 1. Address of each housing unit rehabilitated with CDBG funds, the date the construction was completed on the housing unit, and the amount of CDBG funds spent on that housing unit;
 2. The gender of the head of household;
 3. The LMI, LI or VLI status of the household;
 4. If the household includes handicapped persons or elderly family members; and
 5. The racial demographics of the head of the household (White, African American, Asian, American Indian or Alaskan Native, Native Hawaiian/ Pacific Islander, American Indian/Alaskan Native and African American, Asian and White, African American/Alaskan Native and White, African American and White, and Other Multi-Racial.)

**Community Development Block Grant
Housing Assistance Plan
for
Taylor County**

I. INTRODUCTION	3
II. HOUSING REHABILITATION OBJECTIVES AND POLICIES	3
A. Objectives	3
B. Rehabilitation Policies	4
C. Identification of Units	5
D. Removal of Units from Program	6
III. CONFLICT OF INTEREST	7
IV. HOUSING REHABILITATION FINANCING	8
A. Deferred Payment Loans (DPL)	8
B. Scope of Rehabilitation Assistance	9
V. QUALIFICATIONS	10
A. General	10
B. Household Income	11
VI. STRUCTURAL REQUIREMENTS	11
A. General	11
B. Structural Integrity	12
C. Cost Feasibility	13
VII. PROCEDURES	13
A. Application and Inspection	13
B. Bidding	14
C. Contracting and Rehabilitation	15
D. Inspections	15
E. Change Orders	16
F. Payment	16
G. Disputes and Contract Termination	18
H. Follow-Up	18
VIII. CLEARANCE/PERMANENT RELOCATION/DEMOLITION RELOCATION	18
A. General	18
B. Clearance	19
C. Permanent Relocation/Demolition Relocation	19
D. Differences	19
IX. CONTRACTOR LISTING	20
A. Recruiting	20
B. Contractor Eligibility	21
C. Disqualification	22
X. RELOCATION/DISPLACEMENT	23
XI. APPEALS/COMPLAINTS	23
XII. PROGRAM INCOME	24
XII. PROPERTY ACQUISITION POLICY	24
A. Voluntary	24
B. Non-Voluntary Acquisition Plan	25
C. Timing/Planning	26
Appendix A (Point Values for Applicant Ranking)	28

I. INTRODUCTION

This manual is a guide for operating the housing rehabilitation related aspects of **Taylor County** Community Development Block Grant (CDBG) program. The responsibilities of **Taylor County** the homeowner, construction contractor and the Housing Rehabilitation Specialist are specifically addressed in this manual. The major focus of this manual is on housing rehabilitation, demolition/clearance and replacement of dwellings. Relocation of households is also covered to a limited extent. The County's adopted Anti-displacement Policy should be consulted if displacement or permanent relocation becomes necessary.

The goal for the CDBG program is to rehabilitate substandard housing units located in **Taylor County** and to bring them up to a minimum acceptable living standard. This standard is the HUD Section 8 Minimum Housing Quality Standard and the Florida Building Code. This goal will be achieved through the use of CDBG funds to contract for the required rehabilitation construction. The rehabilitation units to be assisted shall be owner-occupied.

II. HOUSING REHABILITATION OBJECTIVES AND POLICIES

A. *Objectives*

The objectives of the **Taylor County** Housing Rehabilitation Program are:

1. To encourage the revitalization of very low to low-to-moderate income neighborhoods through a Housing Rehabilitation Deferred Payment Loan (DPL) Program.
2. To remove unhealthy or hazardous conditions in very low to moderate income households.
3. To use Community Development Block Grant rehabilitation grant funds as a catalyst to encourage residents of very low to moderate income neighborhoods to improve their community.
4. To preserve existing housing stock, or replacement of substandard housing.
5. To enable very low to moderate income families to rehabilitate their homes by providing financial and technical assistance to those unable to obtain private financing.
6. To reduce utility costs and to improve the comfort of very low to low-to-moderate income families through weatherization aspects of rehabilitation.

7. To improve the property tax base in very low to moderate income neighborhoods.
8. To increase employment and training opportunities for local residents and minority persons through the provision of funds for the rehabilitation of homes.
9. To make homes accessible to elderly/handicapped occupants as may be required by code, accessibility requirements, and as good judgement may dictate.
10. To minimize impact of program participation on recipients and to limit direct costs encountered because of program participation.
11. To incorporate the following "Green" Rehabilitation Standards
 1. Any appliances replaced or installed shall be Energy Star.
 2. Any door and/or window replaced or installed shall be Energy Star.
 3. Any lighting fixture replaced or installed shall be Energy Star.
 4. Weatherization of all homes rehabilitated. At a minimum, weatherization shall include attic, and if appropriate, floor insulation as well as sealing all exterior walls. Other weatherization activities are at the local government's option. (New home construction is presumed to meet the minimum insulation and sealing requirements.
 5. Any replaced or new (for new home construction) HVAC unit shall have a SEER rating of at least 14.

B. *Rehabilitation Policies*

It is the policy of the **Taylor County** Rehabilitation Program to:

1. Ensure that the Program is administered in strict conformance with the community development and rehabilitation rules and all applicable local, state and federal requirements (including equal opportunity, conflict of interest, etc.)
2. Treat all participating property owners, residents, and contractors fairly, with sensitivity and respect for their needs, and in accordance with program rules.
3. Provide all program participants any reasonable assistance necessary to carry out the objectives of the program, bearing in mind:
 - 1) that property owners hold the primary responsibility for maintaining their property and personal finances.

- 2) that contractors are primarily responsible for the quality of their work and their obligations to suppliers, creditors, subcontractors, and employees; and
 - 3) that any assistance provided must be authorized at the proper level.
4. Ensure that that no member of the Congress of the United States, the Citizen Advisory Task Force or the **Taylor County Board of County Commissioners** shall share in proceeds or benefits of CDBG funded rehabilitation work.
 5. Allow some flexibility in administering the program in order to meet the program's goals and objectives of rehabilitating each addressed dwelling to attain HUD Section 8 Minimum Housing Quality Standards and the Florida Building Code. The **Taylor County Board of County Commissioners** may waive program rules only when the result will be consistent with established goals and objectives and applicable federal, state, or local regulations.
 6. Housing rehabilitation will be the first priority, with housing replacement units being addressed when program funds are available.

C. Identification of Units

Housing Rehabilitation will take place only on units approved by **Taylor County** and in accordance with grant requirements established by the State of Florida. Alternate units may be provided to replace any primary units that may become ineligible. **Taylor County** will solicit applications either from other housing assistance providers that have knowledge of need within **Taylor County**, by placing notices in public areas throughout **Taylor County** and/or by advertising in publicly circulated publications. **Taylor County** will review applications received using the following selection criteria:

1. Has the recipient previously been furnished assistance and, if so, when and under what circumstances? A former recipient cannot be assisted for ten years and, in any event, will not be served again until all other eligible recipients have received assistance.
2. Number of persons in the family and the family income.
3. Type of construction (i.e., block, manufactured home, wood frame, etc.), state of deterioration of the residence, and estimated cost to rehabilitate as compared to 1) average residence cost calculated in the application and 2) the value of the residence after rehabilitation. Assistance for mobile or manufactured housing will be included in the program, but will be restricted to replacement of said structure with a site built home, unless specifically prohibited by local or state regulations.

4. Location of the residence with reference to defined areas, i.e., floodplain, zoning, incompatible use, etc.
5. Applicants located in Special Flood Hazard Areas (flood plains) designated as "A" or "V" zones or designated wetlands shall not be ranked.
6. Compatibility (consistency) of the proposed residence rehabilitation with the local comprehensive plan and/or land development regulations.
7. Is the recipient current on payments to the local government (i.e., garbage/trash bill, utility bills, taxes, etc.) and mortgage/lien holders?
8. Recipients' willingness to maintain reasonable standard of care and maintenance to protect and enhance the investment by meeting local nuisance, trash, and other environmental or health codes.
9. Does the recipient have clear title to the property?
10. Is the structure more than 50 years old? The applicant shall indicate on the application form whether to his/her knowledge the structure is older than 50 years old. If he/she answers yes or if other evidence suggests the structure is more than 50 years old, **Taylor County** must notify the State Bureau of Historic Preservation and receive written approval for the rehabilitation. Property appraiser, tax records, or other government agencies records will be researched to verify the age of the structure.
11. In addition to the above, the following priority ranking in Appendix A shall be strictly adhered to in the selection of qualifying applicants.
12. This program will not assist in the rehabilitation or replacement of rental housing structures.

D. Approval of Ranking, and Removal of Units from the Program

The Housing Rehabilitation Specialist and the Project Administrator shall review and rank the applications based on the criteria attached as Appendix A. This ranking shall be reviewed and approved by the Citizen Advisory Task Force, and their recommendation to the local governing body for their approval. The application process will have a noticed cut off date for the receipt of applications. Applications received after that date shall be considered on a first come, first served basis after the primary list of applicants has been considered.

The Housing Rehabilitation Specialist or the Project Administrator may remove a housing unit from the program for a change in household income, approved selection criteria, or for not complying with the minimum qualification procedures. If it is

determined that it is necessary to remove an applicant from the program, a certified letter will be sent to the applicant stating the reasons for the removal. The applicant will have the right to appeal the decision as identified in the Citizen Participation Plan.

E. Maintenance of Program Files

The Housing Rehabilitation Specialist and the Project Administrator shall make every effort to ensure each case file for approved homeowners are organized in a manner consistent for review by the Florida Department of Economic Opportunity. Each file shall contain, at a minimum:

1. The address of each housing unit rehabilitated with CDBG funds, the date the construction was completed on the housing unit, and the amount of CDBG funds spent on that housing unit;
2. The gender of the head of household;
3. The LMI, LI or VLI status of the household;
4. If the household includes handicapped person or elderly family members; and
5. The racial demographics of the head of household.

III. CONFLICT OF INTEREST

Although addressed in other places in this Policy, adherence to rules and regulations on this matter is mandatory. All applicants that may have a business or familial relationship with a member of the **Taylor County** Commission, Citizen Advisory Task Force Committee, Housing Rehabilitation Specialist, Program Administrator, or participating construction contractors must fully disclose this relationship on the Application and definitely before a construction contract is executed. In addition, all beneficiary names must be disclosed at the regular meetings of the **Taylor County** Commission and the Citizen Advisory Task Force (CATF) as selection of beneficiaries occur, and these names must be included in the minutes of both the Council and the CATF meetings. The **Taylor County** Commission and CATF members must disclose any relationship with an applicant and must abstain from any vote related to that applicant. As soon as a final ranking of the applications is made, that ranking and any cases of conflict of interest must be made known at a meeting of the **Taylor County** Commission. Before an applicant with a potential or real conflict is given final approval for participation, **Taylor County** must notify the Department of Economic Opportunity (DEO) in writing. Prior to any rehabilitation, **Taylor County** must receive written notification of DEO's approval of the application, in accordance with 24 C.F.R. Section 570.489. If this process is not followed the local government and/or the applicant may be liable for returning the funds to the program.

IV. HOUSING REHABILITATION FINANCING

The Housing Rehabilitation Program provides financing to homeowners in the form of 100% Deferred Payment Loans, the amount of which shall include the accepted bid amount plus a contingency reserve.

A. *Deferred Payment Loans (DPL)*

Deferred Payment Loans are conditional grants, and are provided to homeowners who are unable or unlikely to obtain conventional financing due to their income limits. The Deferred Payment Loan (DPL) involves a security instrument (lien) requiring repayment of the loan only if the homeowner sells or transfers ownership of the rehabilitated home, ceases to use it as his/her primary residence within five years of the date of the DPL, or fails to maintain reasonable required standards of care and maintenance. During the five-year period, the principal is "forgiven" or subtracted from the principal balance in equal monthly amounts, so that at the end of the fifth year of owner occupancy (by at least one of the recipients if owned jointly), the loan is fully amortized. There is no interest charged during the five years.

In the event that the sole owner dies or both/all owners die within the five-year loan period, repayment of the loan will not be required.

If repayment of a DPL becomes due, the prorated principal balance will be due in full within thirty (30) days of the sale/transfer of ownership or the owner's cessation of primary residence at the property. If the owner is unable to make such payment, the **Taylor County Board of County Commissioners** may, at their discretion, allow repayment of the DPL over a term not to exceed ten (10) years, at a yield of not more than six percent (6%) interest per annum.

Homeowners whose household incomes do not exceed the HUD Section 8 low-to-moderate income limit will receive a Deferred Payment Loan for 100% of the cost of rehabilitation.

The maximum DPL for an owner-occupied single family dwelling is \$80,000. The owner-occupied units in a two to four unit dwelling may receive a DPL of up to \$60,000 per unit. The owner/occupant of a multi-family dwelling must finance any required rehabilitation of the remaining unit(s) through private funding.

If rehabilitation costs require more than \$60,000 and the owner is unable to finance the additional cost, the dwelling unit may be disqualified unless alternative funding is available. Grant application scoring indicates an average rehabilitation amount that is to be attained. Very high costs frequently adversely impact other units planned for rehabilitation, therefore the ability to maintain the necessary average must enter into the decision process.

As a general policy, a contingency amount of about 5% should be placed on reserve for change orders. Exceptions may be made to this rule if the owner provides a firm commitment to pay for all required changes exceeding the authorized loan limit or if the Administrator determines that the situation does not require a contingency fund.

B. Scope of Rehabilitation Assistance

CDBG financing of housing rehabilitation is available for the following purposes:

1. correcting local housing code (Florida Building Code) and Section 8 standard violations;
2. providing cost effective energy conservation features;
3. provide reasonable repairs and modifications to make the dwelling accessible to handicapped and elderly occupants as necessary and technically feasible; and
4. correcting health and/or safety violations that may be present, including replacement of dilapidated or malfunctioning stoves or refrigerators and interim controls or abatement of lead-based paint hazards;

New construction (adding a room or closing in a carport, etc.) is eligible for rehabilitation financing only to eliminate over-crowding or to provide bathroom or laundry hook ups. General property improvements are eligible for program funds when necessary to obtain an accurate level of utility, to decrease high maintenance costs, or the elimination of blight. Examples of eligible general property improvements include installation of cabinets and linen closets, functional changes in room layout, replacement of unapproved or damaged floor covering, and enclosure of a porch for use as a bathroom where the dwelling does not have adequate interior space.

Some general property improvements may be provided at the owner's expense. Other additional improvements, above those required to achieve minimum standards, are optional and at owner expense. The cost for any such improvements shall be borne totally by the owner who must deposit the funds with the local government before the improvements begin if the improvements are to be a part of the rehabilitation contract.

General property improvements that are paid for by the property owner must be included in the Contract for Rehabilitation that is developed and administered by the Housing Rehabilitation Program. However, ineligible new construction must be contracted separately. The property owner must also deposit the necessary funds to cover the additional improvements into the local government's program account. This must be done prior to construction. Otherwise, the addition items will not be included in the construction. Furthermore, any construction not covered in the construction contract will be inspected by the local Building Inspector but will not be inspected by the Housing Rehabilitation Specialist.

V. QUALIFICATIONS

A. General

In order for a homeowner to be eligible for rehabilitation assistance, the following criteria must be met:

1. Total Household income must not exceed the low-to-moderate limits set for the HUD Section 8 program at the time assistance is provided.
2. The owner must possess and provide clear title to the property, although it may be jointly owned and the property may be mortgaged. Ownership through life estate, heir property or other legal satisfactorily documented ownership is considered satisfactory for program participation. Providing proof of title is an owner responsibility and expense.
3. The owner must reside in the dwelling to be rehabilitated for at least one year prior to the time of application.
4. Property tax, mortgage payments and utility bills must be current and ownership must not be jeopardized by any other threat of foreclosure, default or clouded title.
5. The property must be in compliance with local nuisance, trash, environmental and health codes as well as the local comprehensive plan and land development regulations
6. The property shall not be located in a Special Flood Hazard Area (flood plains) designated as "A" or "V" zones or a designated wetlands. For properties located in a Special Flood Hazard Area (flood plains) designated as "B" or "X" zones, the property must be fully insured for flood insurance as required by the Flood Disaster Protection Act of 1973. Flood insurance must remain in effect until Administrative Closeout of the Grant Agreement. Any unit to be addressed with rehabilitation funds must be elevated to at least 1' above base flood elevation (or to local code) whichever is greater.
7. All applicants that may have a business or familial relationship with a member of the **Taylor County Board of County Commissioners**, the Citizen Advisory Task Force Committee, Housing Rehabilitation Specialist, Program Administrator and participating construction contractors must fully disclose this relationship at the time of the application, at the point in time in which the conflict occurs, and definitely before a construction contract is executed.
8. If a boundary survey is required, the owner is responsible for providing necessary proof or documentation at the owner's expense.

9. Residents and owners of rental property are not eligible to participate in the program.

B. Household Income

The following rules are applicable in determining household income:

1. The gross income of all household members occupying the dwelling is included in calculating household income. However, wages earned by dependent minor children (under 18) are not included in total.
2. Rent or other household support contributed by non-household occupants of a dwelling is included in household income.
3. The owner's assets, with the exception of the home in which he/she resides and personal property such as an automobile, will be considered in determining eligibility. The actual annual income from the asset will be calculated as part of the total household income. Inclusion of such assets, if any, will be in strict accordance with 24 CFR 813.106 and any current modification thereof.

VI. STRUCTURAL REQUIREMENTS

A. General

In addition to owner eligibility requirements for participation in the Housing Rehabilitation Program, the dwelling must be:

1. below Section 8 Minimum Housing Quality Standards; and
2. feasible for rehabilitation. In order for a house to be considered feasible for rehabilitation, proposed construction must:
 - a) correct all violations of the local housing code and Section 8 standards;
 - b) provide interim controls or abatement for lead-based paint hazards as required by HUD and EPA for structures constructed prior to 1978 that will be assisted by the program. All houses built prior to 1978 will be tested for lead based paint. If lead based paint is found, interim control procedures will be used for all houses rehabilitated at or below \$25,000. Houses above \$25,000 will be rehabilitated using abatement procedures. The occupants will be notified of the hazards of lead-based paint, the symptoms and

treatment of lead poisoning, how to avoid poisoning, lead level screening requirements, and appropriate abatement procedures;

- c) meet applicable local zoning requirements, as well as local, state, and federal housing code requirements for rehabilitation work;
- d) leave at least 20% of the original structure based upon the formula provided in this chapter;
- e) not exceed the program costs noted in this chapter; and
- f) be made reasonably accessible to handicapped/elderly occupants, when the unit is occupied by such.
- g) New Construction or substantial improvement of any residential building (or manufactured home) located within a Special Flood Hazard Area (floodplain) shall have the lowest floor, including basement elevated no lower than (1) foot above the base flood elevation (or per local code). Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate the unimpeded movements of flood waters shall be provided.

B. Structural Integrity

Rehabilitation requires that at least 20% of the original structure remain after construction, based upon the following formula. Three (3) major components of the house are considered, with each component weighted to total 100% of the structural value of the house. These components and ratios are: roof - 20%, exterior walls - 60%, and flooring system - 20%.

As an illustration, if 50% of the roof must be replaced, 50% of the walls must be replaced, and 25% of the flooring system (including framing) must be replaced. The factors are then ratioed based on the 20/60/20 formula, so that 50% replacement of the roof is equal to replacing 10% of the structure, 50% replacement of the exterior walls equals 30% replacement of the structure, and 25% replacement of the flooring system equals 5% replacement of the structure. Thus, replacement equals 10%, plus 30%, plus 5%, or a total of 45% of the structure. This leaves 55 % of the original structure, indicating that the structure is feasible for rehabilitation.

This calculation will be performed by the Housing Rehabilitation Specialist. Should significant deterioration occur between application and time the unit is scheduled for rehabilitation, the unit will be re-evaluated for continued eligibility and a decision made by the Housing Rehabilitation Specialist whether to replace it with an alternate unit or to request a change in type of rehabilitation (demolition, permanent relocation, etc.) in accordance with current DEO contract requirements.

C. Cost Feasibility

As an additional means of guarding against program penalties for substantial reconstruction of a dwelling, the following cost limits are applicable to all rehabilitation areas. These limits are above the allowable CDBG financing limits and assume requirements for owner contributions or leveraging. The limits may be exceeded for rehabilitation costs when alternative funds are available for leveraging but must be specifically approved by the **Taylor County Board of County Commissioners** as exceeding the described limits.

\$80,000 per single family detached house
\$60,000 per unit of a two-to-four unit complex
\$52,000 per unit of a triplex or quadraplex

In addition, the cost of rehabilitation and improvements may not exceed the after-rehabilitation value of the dwelling. For site-built dwellings, the total cost of rehabilitation (plus other improvements, if any) may not exceed \$40 per square foot of dwelling space, excluding septic tank, well, or water/sewer hook-ups, which is less than the cost of new construction and will be assumed to meet the cost/value limit.

VII. PROCEDURES

A. Application and Inspection

Each property owner who applies for rehabilitation assistance is initially screened to determine whether he/she is eligible for a 100% Deferred Payment Loan. A preliminary inspection is then conducted to determine feasibility of rehabilitation.

If either the owner or the structure does not meet eligibility requirements for program participation, the Housing Rehabilitation Specialist will reject the application. A written rejection notification will be sent to the owner via certified mail and the local government designated representative within ten (10) days stating the reason for rejection.

If both the owner and the house appear to be eligible for program participation, the application/verification process continues. A work write-up with cost estimate is developed by the Housing Rehabilitation Specialist and approved by the property owner. The cost estimate for the job is considered confidential information until bid opening.

If special financing arrangements (such as the owner covering excessive costs or general property improvements) are required or anticipated, arrangements must be

made prior to bidding to prevent soliciting bids on a case that cannot be financed. When the case receives preliminary approvals, bids are solicited for the job.

B. Bidding

Bidding of potential cases is conducted by the Housing Rehabilitation Specialist. Owners review the pre-approved list of eligible contractors before their cases are sent out for bids. Owners have the right to remove any contractor(s) from the list of prospective bidders for their case, as long as at least three (3) eligible contractors are allowed to bid. The owner must be willing to justify the removal of contractor(s) from the bidding list. Owners may also request additional contractors as bidders. If these owner-requested contractors submit the contractor application and are approved by the designated representative and are otherwise eligible, they may be added to the bidders list and bid on the case. The administrator makes maximum effort to ensure participation by minority contractors.

No housing unit owner or occupant, or employee or immediate relative of the same, either personally or corporately, shall serve as a contractor or sub-contractor to be paid with CDBG funds for the rehabilitation of said building, nor shall they be paid for their own labor with CDBG funds for the rehabilitation of said building.

A notice is sent to each eligible bidder to inform them of the job. Bidding notices will be posted at primary governmental buildings to the maximum practical extent. Newspaper advertising for individual jobs is not preformed, as contractors must be pre-qualified.

Each contractor must attend a pre-bid conference held at the house to be rehabilitated or inspect the house under the owner's supervision. Failure to do so will result in automatic rejection of his/her bid(s) for the house(s).

Sealed bids will be opened at a public bid opening. The Housing Rehabilitation Specialist will generally recommend that the contract be awarded to the lowest reasonable and responsible bidder within plus or minus fifteen percent (15%) of the cost estimate.

Taylor County and owner reserve the right to reject any and all bids and to award in the best interest of the owner and **Taylor County**. The owner must approve the bid award prior to signing contracts. If a bid is awarded to a contractor whose bid submittal was not the lowest reasonable and responsible bid received within the plus or minus fifteen percent (15%) range, then the difference between the lowest bid and awarded bid shall be paid for with non-CDBG Funds.

Each contractor must satisfactorily complete one job through the Housing Rehabilitation Program before receiving any additional contracts. No contractor will be

allowed to have more than two (2) jobs under construction at one time without consent of the local government designated representative unless:

- 1) the anticipated date of commencement is after the scheduled and estimated date of completion of current jobs; or
- 2) the contractor has demonstrated, through past performance, his/her ability to satisfactorily complete multiple contracts in a timely manner thereby causing no impact on project and program completions.

This rule may be waived by the **Taylor County Board of County Commissioners** if it is determined that there is an inadequate pool of qualified bidders, if the other bids are excessive, or if other extenuating circumstances arise.

C. Contracting and Rehabilitation

The Housing Rehabilitation Specialist presents each case to the **Taylor County** designated representative before the DPL and contract are signed. The DPL amount, contract amount, contractor and owner eligibility are all approved by the designated representative.

The rehabilitation contract is executed between the homeowner and the contractor when the rehabilitation DPL is closed, with the three (3) day rescission period running simultaneously for both legal agreements. Rehabilitation Agreements (for DPL's) are executed by the designated representative authorized to act on behalf of the **Taylor County Board of County Commissioners**.

The DPL and the Notice of Commencement are recorded immediately. The program pays for recording of the Agreement. The filing of the Notice of Commencement shall be the responsibility of the Contractor.

The Notice to Proceed is issued to the contractor as soon as possible after the rescission period elapses. When temporary relocation of the occupants is required, the Notice to Proceed will be delayed until the house is vacated. The contract time of performance (generally 30 - 45 days) begins with issuance of the Notice to Proceed.

D. Inspections

Periodic inspections of the rehabilitation construction are performed by **Taylor County** and the Housing Rehabilitation Specialist throughout the contract period. These inspections are conducted to assure compliance with the contract standards for workmanship and materials, to detect any unauthorized deviations and to identify necessary changes to the contract work in its early stages.

Inspection and approval of completed work must be conducted by the Housing Rehabilitation Specialist prior to the contractor's receiving partial or final payment. The owner's acceptance of the work is also required before payment is received.

E. Change Orders

Any additions to, deletions from, or changes in the rehabilitation contract work, time, or price must be approved in a written change order before the additional work is started. The change order is executed by the owner and contractor and is approved by the Housing Rehabilitation Specialist and the designated representative. Change orders may be issued to correct code deficiencies or to obtain any other desired change in the work. CDBG funds can only be for change orders that correct code violations as documented by the local building official, a bonafide code violation report, or to meet Section 8 housing quality standards found after construction begins. Other changes will be at the owner's expense.

F. Payment

Contracts of \$10,000 or less will not be paid until the contractor has completed the job. Contracts in excess of \$10,000 allow a partial payment upon satisfactory completion of 60% of the work, with a retainage of 20% of the completed contract amount. Completion of 61% - 90% of the work allows a partial payment less a retainage of 20% of the full contract amount. Depending on extenuating circumstances and contract balance, a second partial payment may be authorized at the recommendation of the Housing Rehabilitation Specialist, designated representative and the Administrator.

<u>Construction Completion</u>	<u>Payment Schedule</u>	<u>Percentage of Funds Paid</u>
Less than 60%		0 %
60%		40%
100%		80%
100%		100%-After Certificate of Occupancy is issued and all punch list items are completed

Approval of a partial payment requires:

1. a determination by the Housing Rehabilitation Specialist and the designated representative that the claimed percentage of completion of the work has been satisfactorily completed. Payment will be issued for the amount claimed less retainage depending on the physical progress as

long as the contract funds remaining are sufficient to complete the work in the event of default by the contractor;

2. approval of the work by the owner; and
3. an affidavit from the contractor stating that either:
 - (a) there are no claims for unpaid goods and/or services connected with the job and all laborers, suppliers and subcontractors have received just compensation for their goods and services up to the date of the request (as evidenced by full or partial waiver of lien from subcontractors); or
 - (b) a list of all unpaid parties and the amounts owed to each has been submitted with the request.

The final payment approval requires:

1. acceptance of all work by the property owner, the Housing Rehabilitation Specialist, and designated representative;
2. submission of all manufacturers' and other warranties (i.e., appliances, roofing, extermination, contractor's warranty covering the entire job for one year, etc.);
3. waivers of liens from all subcontractors, all parties who were not paid when the contractor received partial payment, and from any other party supplying notice;
4. a certificate of occupancy or final approval from the Building Inspector, to show compliance of the rehabilitation work with the locally adopted building (and other applicable) code requirements and a signed, dated acknowledgement from the local building inspector or the housing rehabilitation specialist indicating the housing unit meets applicable local codes;
5. completion of all punch list items; and
6. an affidavit from the contractor stating that all bills have been paid and there are no claims for subcontracted jobs or materials, or any outstanding Notice to Owner.
7. a statement from the contractor that all items on the initial work write-up as modified through change orders have been completed.

If the owner refuses to authorize payment due to a dispute with the contractor, the Program Administrator may recommend disbursement without the owner's approval

if the claim is shown to be without merit or inconsistent with policies and the goal of the program. Such disbursement shall be issued only after the Program Administrator has reviewed the facts and circumstances involved in the dispute and has determined that the owner's refusal to issue payment is without just cause. A record of all pertinent information shall be presented to the Citizen Advisory Task Force for their review in accordance with the Complaint Procedures set forth in its Bylaws. The **Taylor County Board of County Commissioners** has the authority to uphold, rescind or reverse a previous CATF determination. An appeal of the local determination/decision made by the **Taylor County Board of County Commissioners** should be filed with the Department of Economic Opportunity, as set forth in the CATF policies and procedures. Sufficient documentation to this effect shall be placed in the case file.

G. Disputes and Contract Termination

Disputes, the owner's right to stop work, and termination of the contract by the owner or contractor shall be as authorized in the Contract for Rehabilitation.

H. Follow-Up

After completion of the contract, it is the owner's responsibility to notify the contractor **in writing** of any defect in the work or material. The owner is also requested to notify the Housing Rehabilitation Specialist or the Program Administrator of any complaints to the contractor so assistance in follow-up can be provided. If the contractor does not respond to the owner's written complaint within a reasonable time frame and in a satisfactory manner, the Administrator will verify the complaint. If the Program Administrator judges the complaint to be valid, he/she will send written request for warranty service to the contractor and a copy to the designated representative. The contractor will then take action as monitored by the owner and the Housing Rehabilitation Specialist. Upon receiving notice from the owner that the complaint has been satisfied, the Housing Rehabilitation Specialist will inspect the work and make such note in the case file. Failure to resolve complaints shall be justification for removing a contractor from participation with the program.

VIII. CLEARANCE/PERMANENT RELOCATION/DEMOLITION RELOCATION

A. General

Permanent Relocation and/or Demolition Relocation are synonymous terms used in the rehabilitation program when a home is unsound and not suitable for rehabilitation based on the structural integrity criteria. Homeowner eligibility requirements are the same as for rehabilitation. Further policies are included in the local Anti-displacement and Relocation Policy.

B. Clearance

Requirements are identified by the Housing Rehabilitation Specialist and are included in the replacement unit bid package. In this way, the same contractor is responsible for site cleanup and preparation as for provision of the replacement unit. Disposal of debris and associated activities are also included if this method is utilized. When demolition or clearance is conducted separately, bid packages are prepared with procedures following those identified for rehabilitation in this manual.

C. Permanent Relocation/Demolition Relocation

This activity involves replacement of an eligible owner occupied unit that is beyond economic repair. **Taylor County Board of County Commissioners** will decide with the Housing Rehabilitation Specialist on a case-by-case basis whether to utilize a slab "site built" replacement unit, a prefabricated unit, or a modular home. Decision items will include budget, zoning, replacement requirements, cost estimates, and a number of other items that may vary case-by-case.

Once the decision is made, the Housing Rehabilitation Specialist prepares bid specifications based on owner input from review of available plans from the contractors. Bidding contracting and inspections then proceed as in the rehabilitation process.

D. Differences

A major difference in this type of rehabilitation assistance is that the DPL issued is not for the full value of the replacement unit. The value of the DPL is based on a calculation that takes the difference between the assessed value of the original unit (real property not included) and the actual cost of the new unit (without real property). The difference is the value of the DPL. This is because the dilapidated unit that was demolished belonged to the owner and is being replaced on a one-for-one basis. Ownership of the replacement unit is vested directly to the owner with no interest on the part of the local government (except for the DPL). Generally, the local government will accept interim ownership of mobile homes to save program costs (taxes) with transfer to the owner as soon as possible.

2. No partial payment is provided for modular replacement units, as the time frame to complete the transaction is relatively brief. The contractor is paid in full upon satisfactory completion of work and providing of warranties. Partial payments are utilized for site built homes along the same lines as for rehabilitation work.

3. Program disbursements are made from the local CDBG operating account. As a result, attention must be paid to the ordering and receipt of funds, to ensure that disbursements are made in a timely manner and that the federal three-day rule is not violated.

4. Cost feasibility limits are based on number of bedrooms to be provided for site built homes. These limits that may not be exceeded without approval from the **Taylor County Board of County Commissioners** are:

- (a) four or more bedrooms - \$90,000
- (b) three bedrooms - \$85,500
- (c) two bedrooms - \$82,500

In the case of replacement of existing mobile/manufactured homes, the limit will be based upon the acceptable bid price of a replacement home of comparable size. If the existing home is inadequately sized, the replacement home will be sized to include the appropriate bedrooms needed to meet Section 8 and/or local housing code requirements for occupancy. In no case will the total assistance be greater than those limits listed above.

Necessary site improvements, including water supply, sewage disposal, and clearance, will also be provided along with the actual dwelling replacement.

Budgetary and scoring constraints, as well as priorities for assisting other households, may dictate that some homeowners will be offered less than the maximum amounts shown hereto, even if their demolition and replacement housing costs are above the offered amount. In these cases, homeowners must provide non-CDBG funds from other sources, or they may decline the offer and withdraw from the program. If the offer is declined, no CDBG funded demolition will occur.

IX. CONTRACTOR LISTING

The Housing Rehabilitation Program will establish and maintain a current listing of eligible contractors for bidding on all phases of the program. Only those contractors who are so listed will be considered for work on this program. Establishment of this list will include maximum effort to utilize local and minority contractors.

A. Recruiting

Contractors residing or maintaining offices in the local area will be recruited through public notice to all such contractors, as part of the local government's compliance with Federal Section 3 requirements. This special effort will be based upon the list of contractors licensed in the jurisdiction including residential, building and general contractors. Letters sent to contractors, or advertisements placed soliciting them, will be placed in the appropriate program file.

The contractor listing will include all local contractors who apply and are determined eligible based upon program qualification standards. In addition, any contractor wishing to participate in the County's program, whom meet's the County's

minimum requirements as outlined under Part IX, Section B below, other than being located within the County's jurisdiction, may be added to the list of approved contractors.

Maintenance of a pool of competitive, qualified, and capable contractors is essential to program completion.

B. Contractor Eligibility

In order to participate in the Housing Rehabilitation Program, a contractor must be certified as eligible by the Administrator of Housing Rehabilitation and by the Florida Department of Economic Opportunity.

Basic contractor qualifications include:

1. Current license(s) with the appropriate jurisdiction to include licensure through the State of Florida, Department of Business and Professional Regulation;
2. A satisfactory record regarding complaints filed against the contractor at the state, federal or local level;
3. Insurance: Contractor's Public Liability Insurance in an amount not less than \$1,000,000 aggregate coverage. A certificate evidencing Worker's Compensation insurance in statutory limits in accordance with Florida law. A certificate evidencing Auto Insurance including bodily injury in an amount not less than \$1,000,000 per accident and in the aggregate. A certificate evidencing General Liability insurance covering bodily injury, including death and property damage, in an amount not less than \$1,000,000 combined single limit per occurrence. Copies of certificates shall be provided to the County. The Contractor shall provide the County with a certificate of insurance from the insurer guaranteeing ten (10) day notice to the Housing Rehabilitation Program before discontinuing coverage.
4. A satisfactory credit record, including:
 - (a) references from two (2) suppliers who have done business with the contractor involving credit purchases; and
 - (b) references from three (3) subcontractors who have subcontracted with the contractor; and
 - (c) the ability to finance rehabilitation contract work so all bills are paid before requesting final payment;

5. Satisfactory references from at least three (3) parties for whom the contractor has done construction;
6. Absence from any list of debarred contractors issued by the Federal or State DOL, HUD or DEO;

The Housing Rehabilitation Specialist will ensure that current and past performance of the contractor are satisfactory based upon readily available information and reserves the right to check any reliable source in establishing such determination.

The Housing Rehabilitation Specialist will explain the contractor's obligations under Federal Equal Opportunity regulations and other contractual obligations at the pre-bid conference. Program procedures, such as bidding and payment are also explained to the contractor.

C. *Disqualification*

Contractors may be prohibited or removed from program participation for:

1. poor workmanship or use of inferior materials;
2. evidence of bidding irregularities such as low balling, bid rigging, collusion, kickbacks, and any other unethical practice;
3. failure to abide by the work write-up, failure to complete work write-up (and bid) accomplishments, and any attempts to avoid specific tasks in attempts to reduce costs;
4. failure to pay creditors, suppliers, laborers or subcontractors promptly and completely;
5. disregarding contractual obligations or program procedures;
6. loss of license(s), insurance or bonding;
7. lack of reasonable cooperation with owners, rehabilitation staff or the others involved in the work;
8. abandonment of a job;
9. failure to complete work in a timely manner;
10. inability or failure to direct the work in a competent and independent manner;

11. failure to honor warranties;
12. ineligibility to enter into federally or state assisted contracts as determined by the U.S. Secretary of Labor, HUD or DEO;
13. other just cause that would expose the Program or owner to unacceptable risk;
14. failure to respond to a minimum of three (3) consecutive requests for bids;
or
15. at the contractor's request.

X. RELOCATION/DISPLACEMENT

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 does not apply to displacement under the **Taylor County** Community Development Program; since **Taylor County** does not acquire the vacated (demolished or rehabilitated) property and residents participate voluntarily. Therefore, relocation services will be provided in the **Taylor County** Anti-Displacement and Relocation Policy that covers situations in great detail.

Household/property owners previously approved for proposed housing assistance may voluntarily withdraw their application for assistance, which must be confirmed in writing. If the Administrator determines the applicant to be ineligible for assistance, the Administrator shall send written notification to the applicant, stating that the application has been rejected and the reason for the rejection.

XI. APPEALS/COMPLAINTS

The Housing Rehabilitation Specialist, the designated representative and the Program Administrator are authorized by **Taylor County** to make all determinations of eligibility for assistance and level of assistance, scheduling of rehabilitation, demolition and relocation, and contract management. Citizens and/or contractors should issue complaints to the Housing Rehabilitation Specialist or the Program Administrator. For a complaint to be considered valid, it must be issued in writing within a period of 45 days of its occurrence. Responses also should be issued in writing.

If the complainant is not satisfied with the Program Administrator's response, the issue must be presented in writing to the **Taylor County** Citizen Advisory Task Force (CATF) in accordance with the Complaint Procedures set forth in its Bylaws. If the complaint cannot be resolved by the CATF, the **Taylor County Board of County Commissioners** will review the grievance and make a decision based upon program regulation, local policies, and the availability of funds. Further appeals, if necessary, must be addressed to the Florida Department of Economic Opportunity.

XII. PROGRAM INCOME

No program income is planned to result from this program. Deferred Payment Loans will be monitored by the Housing Rehabilitation Specialist during the CDBG period of agreement. After the expiration of the agreement between **Taylor County** and the State, the monitoring will be performed by the designated representative.

If repayment of a DPL or program income is received during the CDBG agreement period, it will be used for additional rehabilitation as authorized by the Department of Economic Opportunity. Program income or DPL payment received subsequent to closeout will be returned to the Department of Economic Opportunity unless the state's program income regulations are changed.

XIII. PROPERTY ACQUISITION POLICY

A. *Voluntary*

Taylor County may purchase property with Community Development Block Grant funds for use in the Community Development Program. While most property acquisition must follow the procedures outlined in the Uniform Relocation and Real Property Acquisition Act, residential property to be used for relocation purposes shall be purchased on a voluntary basis.

The County shall determine the property features needed and the budget available for the purchase defined in the contract agreement. A request for proposals will then be published in a local newspaper. The request will state the specifications and budget and indicate that the purchase is voluntary.

No displacement of renters may occur as a result of the program. Owners will not receive any relocation assistance so owner-occupants must waive the Uniform Act Rights.

Voluntary acquisition occurs when real property is acquired from an owner who has submitted a proposal to the recipient for purchase of their property in response to a public invitation or solicitation of offers. The **Taylor County Board of County Commissioners** is committed to this mode of acquisition to the maximum practicable extent.

Voluntary acquisition shall be permitted only if the property being acquired is not site specific and at least two properties in the community meet the criteria established by the local government for usage, location and/or interest to be acquired. The **Taylor County Board of County Commissioners** prior to publication of a public notice or

attendance of any local government representative at a property auction must approve all voluntary acquisitions in principle.

A public notice must be published inviting offers from property owners. This notice must:

1. accurately describe the type, size and approximate location of the property it wishes to acquire;
2. describe the purpose of the purchase;
3. specify all terms and conditions of sale, including maximum price;
4. indicate whether or not an owner-occupant must waive relocation benefits as a condition of sale;
5. announce a time and place for offers to be accepted; and
6. announce that local powers of condemnation shall not be invoked to acquire any property offered for which a mutually agreed to sale price cannot be reached.

Property may also be acquired at auction. The Uniform Relocation Act does apply to voluntary acquisitions.

In each voluntary acquisition, a public solicitation shall occur. Offers shall be sealed and opened at the same time, in the same place, by a responsible official. Records of offers shall be kept. Appraisals are not required for purchases less than \$2,500 if a mutually agreed to sales price can be reached. Clear title must be present in every transaction. **Taylor County Board of County Commissioners** must decide at the time of approving the acquisition whether or not appraisals and review appraisals will be necessary and what the maximum permissible sales price will be. The decision to acquire will rest with the **Taylor County Board of County Commissioners** that can reject or accept any and all offers. Written records shall be maintained documenting decisions and rationale for selected courses of action.

B. Non-Voluntary Acquisition Plan

Acquisition of property (including easements and right-of-way) using federal funds shall occur in accordance with the Uniform Relocation Act of 1970 (as amended) and with any State and Federal regulations that may apply.

Fundamental steps that occur in each purchase may vary case by case. However, in general terms, the following should take place: (1) source of funds and authority to acquire confirmed, (2) property/site identified and suitable, (3) legal

description/survey/preliminary title search performed (services procured as necessary), (4) notice of intent to acquire sent owner, (5) appraisal and review appraisal services solicited and appraiser retained, (6) appraisal received and sent for review, (7) title companies solicited and retained after review received (title insurance amount and necessity determined in advance), (8) offer to purchase and notice of just compensation sent owner, (9) owner contacted by attorney or other representative and contract formalized, (10) settlement costs calculated and closing date set, (11) closing conducted with funds changing hands and, (12) records of proceedings retained.

The Uniform Relocation Act requires certain specific procedures such as some letters being sent certified. The CDBG Implementation manual provides a checklist that may be utilized in following each transaction to successful conclusion. In no case will CDBG funds be utilized which would create involuntary displacement. See **Taylor County** separate policy on this subject.

C. *Timing/Planning*

Properties necessary for easements or acquisition shall be identified as early in the planning stage as is practicable. Every attempt shall be made to effect a design that is not wholly site dependent, that is, where two or more sites are suitable for the project. It is recognized this may not always be possible, however, a policy of minimizing single site alternatives is emphasized.

In general terms, the voluntary acquisition process shall be utilized to identify possible sites early in the project. Sites shall be evaluated for suitability prior to the final design phase to the maximum practicable extent. As soon as alternative sites are identified and evaluated, applicable acquisition procedures should commence.

Projects shall not normally be sent out for bids unless properties to be acquired or utilized for easements have been formally acquired or a commitment exists which is sufficiently firm and binding to be considered safe for the project to proceed with start up. The **Taylor County Board of County Commissioners** shall make the determination as to whether or not bidding, award and start up may proceed to closing on the property.

In those cases where need for easements and/or acquisition is not identified until after the project is underway, procedures shall be expedited to the maximum practicable extent and utilization of funds, the value of which would be unrecoverable if the transaction did not occur, minimized.

The following data will be provided by housing unit and summarized by activity as part of the administrative closeout for each activity providing direct benefit (i.e., housing rehabilitation, temporary relocation, hookups, etc.):

- Address of each housing unit rehabilitation with CDBG funds, the date the construction was completed on the housing unit, and the amount of CDBG funds spent on that housing unit.
- Whether the household is headed by a female, the number of handicapped persons in the household, the number of elderly persons in the household, and the LMI or VLI status of the household;
- The number of occupants in the household, categorized by sex; and
- The racial demographics of the household by number (White, Black, Hispanic, Asian/Pacific Islander, or American Indian/Alaskan Native.)

This Housing Rehabilitation/Replacement Policies and Procedures Manual is amended this _____ DAY OF MAY, _____.

TAYLOR COUNTY BOCC

Patricia Patterson, Chair

Attest:

Annie Mae Murphy, Clerk of Court

APPENDIX A

Point Values to be Used in Ranking Applicants

Handicapped and elderly persons on fixed income within established very low income (VLI) guidelines (13 points)

Elderly persons on fixed income within established VLI guidelines (12 points)

Handicapped or disabled persons within established VLI guidelines (11 points)

Households with handicapped or disabled dependents within established VLI guidelines (10 points)

Handicapped and elderly persons on fixed income within established low to moderate income (LMI) guidelines (9 points)

Elderly persons on fixed income within established LMI guidelines (8 points)

Handicapped or disabled persons within established LMI guidelines (7 points)

Households with handicapped or disabled dependents within established LMI income guidelines (6 points)

Households within established VLI guidelines (5 points)

All others within established VLI guidelines (4 points)

Households within established LMI guidelines (3 points)

All others within established LMI guidelines (2 points)

Any homeowner or physical residence that has received state or federal housing assistance within the last 10 years regardless of age, handicap, or income level (1 point)

Applicants with property located in flood zones or wetlands will not be ranked or assisted due to excessive costs and delays in permitting and environmental issues.

Applicants that have ownership problems (such as heir property), issues with Land Development Regulations, or other issues that prevent the issuance of a building permit will be given 30 days to correct the problem. Failure to correct the issue within 30 days will prevent the applicant from being ranked.

In the event of a tie, the household with the largest number of residents shall prevail. If a tie still exists, then the household with the lowest income shall prevail.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to review and approve Section 504 Compliance Policy, Evaluation Plan, Transition Plan, And Grievance/Complaint Procedures For Community Development Block Grant Programs and Projects

MEETING DATE REQUESTED:

May 19, 2015

Statement of Issue: Board to discuss and approve Section 504 Compliance Policy as required by the Community Development Block Grant Programs (CDBG).

Recommended Action: Board of approve Section 504 Compliance Policy for CDBG

Fiscal Impact: The Section 504 Compliance Policy is a CDBG grant requirement.

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The County approved a Section 504 Compliance Policy, Evaluation Plan, Transition Plan, And Grievance /complaint Procedures For Community Development Block Grant Programs and Projects (CDBG) on May 15, 2012. Updates are required at a minimum of every three years. There are new federal grants rules and regulations for other funding agencies requiring a Section 504 Compliance Policy. Grants and Engineering staff are currently preparing a Section 504 Compliance Policy which will be adapted to accommodate numerous federal funding agency regulations. The Section 504 Compliance Policy is required by federal funding agencies to ensure the County is making a reasonable effort to provide for handicap accessibility and does not discriminate against those with disabilities at County facilities, County sanctioned events and activities, and when hiring personnel.

**Attachments: Taylor County Section 504 Compliance Policy, Evaluation Plan,
Transition Plan, And Grievance/Complaint Procedures For
Community Development Block Grant Programs and
Projects.**

**TAYLOR COUNTY, FLORIDA
SECTION 504 COMPLIANCE POLICY,
EVALUATION PLAN,
TRANSITION PLAN,
AND GRIEVANCE/COMPLIANT PROCEDURES
FOR
COMMUNITY DEVELOPMENT BLOCK GRANT
PROGRAMS AND PROJECTS**

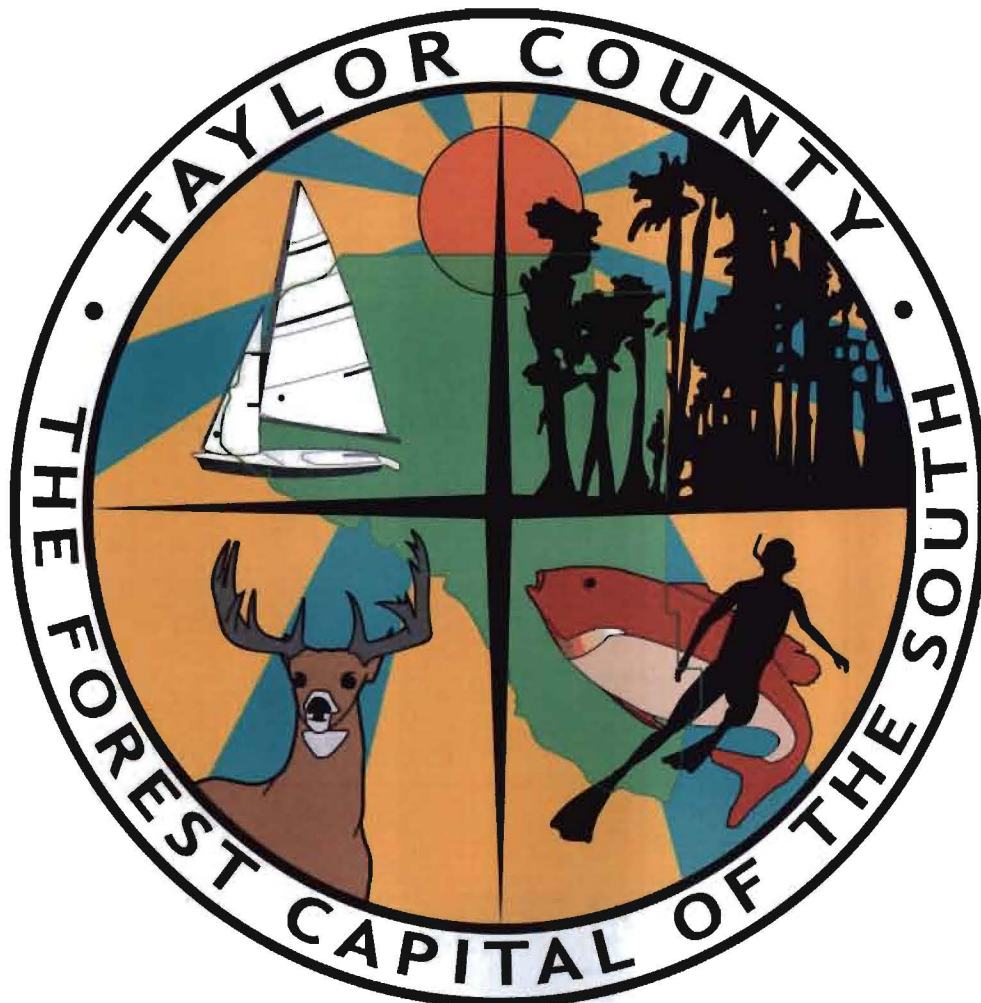


TABLE OF CONTENTS

	<u>PAGE</u>
I. General Policy	1
1. Applicability	1
2. Section 504 Law and Regulations	1
3. Definitions	1
II. Communications	2
1. Auxiliary Aids	2
III. Employment	3
1. General Prohibitions	3
2. Reasonable Accommodation	3
3. Employment Criteria	3
IV. Program Accessibility	3
1. General Requirements	3
2. Non – Housing Facilities	4
V. Enforcement	4
1. Assurance	4
2. Self – Evaluation	4
3. Designation of Responsible Employee	5
VI. Grievance Procedures/Complaint Resolution	5
1. General Provisions	5
2. Notice	5
3. Grievance Procedures	6
4. Compliance Information	6
5. Discrimination Complaints/Grievances	7
6. Complaint/Grievance Resolution	7
Board Approval of Section 504 Compliance Policy	8
Attachments	
A. Self-Evaluation Plan	9
B. Self-Evaluation/Transition Plan Preparation Participating Parties	12
C. Transition Plan	13

I. GENERAL POLICY

1. APPLICABILITY

This Section 504 Compliance Policy establishes procedures and guidelines that shall be used to effectuate compliance with nondiscrimination based on handicap to the end that no otherwise qualified individual with handicaps in the United States shall, solely by reason of his or her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance from the Department of Housing and Urban Development (HUD). Compliance with Section 504 does not assure compliance with requirements for accessibility by physically handicapped persons imposed under the Architectural Barriers Act of 1968. All HUD Federally financed activities shall be accomplished in compliance with applicable state and federal laws.

2. SECTION 504 LAW AND REGULATIONS

Laws relative to nondiscrimination based on handicap in federally assisted programs of HUD, in general, may be found in Section 504 of the Rehabilitation Act of 1973 (as amended), Section 109 of the Housing and Community Development Act of 1974 (as amended), and 24 CFR, Part 8. The provisions of these nondiscriminatory procedures shall not be construed to conflict with or supersede the requirements of any other applicable state or federal laws or regulations. In regard to programs or activities in connection with Community Development Block Grants (CDBG), the U.S. Department of Housing and Urban Development (HUD) grant administration regulations relating to nondiscriminatory practices are promulgated in the Uniform Federal Accessibility Standards (UFAS). This document, which sets standards for facility accessibility by physically handicapped persons for federally funded facilities, programs, and/or activities, is hereby incorporated by reference. Future state or federal regulations applicable to nondiscriminatory practices under the CDBG Program shall supersede and/or supplement this policy.

3. DEFINITIONS

- A) “Accessible,” when used with respect to the design, construction, or alteration of a facility or a portion of a facility other than an individual dwelling unit, means that the facility or portion of the facility when designed, constructed or altered, can be approached, entered, and used by individuals with physical handicaps.
- B) “Accessible” when used with respect to the design, construction, or alteration of an individual dwelling unit, means that the unit is located on an accessible route and when designed, constructed, altered, or adapted can be approached, entered, and used by individuals with physical handicaps.
- C) “Accessible Route” means a continuous unobstructed path connecting accessible elements and spaces in a building or facility that complies with the space and reach requirements of applicable standards prescribed by 24 CFR, Part 8, Section 8.32.

- D) “Adaptability” means the ability of certain elements of a dwelling unit, such as, but not limited to, kitchen counters, sinks, toilets, grab bars, ramps, and railings, to be added to, raised, lowered, or otherwise altered, to accommodate the needs of persons with or without handicaps, or to accommodate the needs of persons with different types or degrees of disability.
- E) “Auxiliary aids” means services or devices that enable persons with impaired sensory, manual, or speaking skills to have an equal opportunity to participate in, and enjoy the benefits of, programs or activities receiving Federal financial assistance (i.e. readers, Braille material, audio recordings, telephone communication devices for deaf persons (TDD’s), interpreters, etc.).
- F) “Individual with handicaps” means any person who has a physical or mental impairment that substantially limits one or more major life activities; has a record of such an impairment; or is regarded as having such an impairment.
- G) “Qualified individual with handicaps” means:
 - (a) with respect to employment, an individual with handicaps who, with reasonable accommodation, can perform the essential functions of the job in question; and
 - (b) with respect to any non-employment program, an individual with handicaps who meets the essential eligibility requirements and who can achieve the purpose of the program or activity without modifications in the program or activity that Taylor County can demonstrate would result in a fundamental alteration in its nature; or
 - (c) with respect to any other non-employment program or activity, an individual with handicaps who meets the essential eligibility requirements for participation in, or receipt of benefits from, that program or activity.
- H) “Undue hardship” means financial or administrative burdens, which would be imposed on the operation of Taylor County’s program. Factors to be considered include:
 - (a) The overall size of Taylor County’s program with respect to number of employees, number and type of facilities, and size of budget;
 - (b) The type of Taylor County’s operation, including the composition and structure of the workforce; and
 - (c) The nature and cost of the accommodation needed.

II. COMMUNICATIONS

1. AUXILIARY AIDS

Taylor County shall furnish appropriate auxiliary aids where necessary to afford an individual with handicaps an equal opportunity to participate in, and enjoy the benefits of, a program or activity receiving Federal financial assistance. The County is not required to provide individually prescribed devices or other devices of a personal nature. Where the County communicates with applicants and beneficiaries via telephone, telecommunication devices for deaf person (TDD’s) shall be used. The telephone number to utilize the TDD is

(800) 955-8770. This is a statewide Telecommunication Relay Service. The Relay Service provides 24-hour telephone access staffed by specially trained Communications Assistants using special telecommunications equipment. Taylor County shall adopt and implement procedures to ensure that interested persons (including persons with impaired vision or hearing) can obtain information concerning the existence and location of accessible services, activities, and facilities. Mobility impaired persons in wheelchairs should call ahead for assistance, blind individuals should call ahead for escorts, and deaf persons should call ahead for an interpreter (person schooled in sign language). In brief, if the disabled person calls County offices prior to the event and communicated to an employee the particular problem, which he or she has, assistance will be provided accordingly. However, Section 504 does not require the County to take any action that the County can demonstrate would result in a fundamental alteration in the nature of a program or activity or in undue financial and administrative burdens.

III. EMPLOYMENT

1. GENERAL PROHIBITIONS

No qualified individual with handicaps shall, solely on the basis of handicap, be subjected to discrimination in employment under any program or activity that receives Federal financial assistance from HUD.

2. REASONABLE ACCOMMODATION

Taylor County shall make reasonable accommodation to the known physical or mental limitations of an otherwise qualified applicant with handicaps or employee with handicaps, unless the County can demonstrate that the accommodation would impose an undue hardship on the operation of its program. The County may not deny any employment opportunity to a qualified handicapped employee or applicant if the basis for the denial is the need to make reasonable accommodation to the physical or mental limitations of the employee or applicant.

3. EMPLOYMENT CRITERIA

Taylor County will not use any employment test or other selection criterion that screens out individuals with handicaps nor make any pre-employment inquiry of any applicant to determine whether the applicant is an individual with handicaps or to the nature or severity of a handicap. The County may, however, make pre-employment inquiry into an applicant's ability to perform job-related functions.

IV. PROGRAM ACCESSIBILITY

1. GENERAL REQUIREMENTS

No qualified individual with handicaps shall, because Taylor County's facilities are inaccessible to or unusable by individuals with handicaps, be denied the benefits of, be excluded from participation in, or otherwise be subjected to discrimination under any program or activity that receives Federal financial assistance.

2. NON – HOUSING FACILITIES

New non – housing facilities shall be designed and constructed to be readily accessible to and usable by individuals with handicaps. Alteration to existing non – housing facilities shall, to the maximum extent feasible, be made to make them more readily accessible to and usable by individuals with handicaps.

A) METHODS

Taylor County may comply with the requirements of this section through such means as location of programs or services to ensure accessible facilities or accessible portions of facilities, assignment of aides to beneficiaries, home visits, the addition or redesign of equipment, changes in management policies or procedures, acquisition or construction of additional facilities, or alterations to existing facilities. The County is not required to make structural changes in existing facilities where other methods are effective in achieving compliance with this section.

B) HISTORIC PRESERVATION PROGRAMS OR ACTIVITIES

In meeting Section 504 requirements in historic preservation programs or activities, Taylor County shall give priority to methods that provide physical access to individual with handicaps. However, in cases where a physical alteration to a historic property would substantially impair the “significant historic features” of the property or result in undue financial and administrative burdens, the structural modifications need not be made. In unique cases where this occurs, the precise alterations, impact and reason for noncompliance shall be completely documented.

V. ENFORCEMENT

1. ASSURANCES

An applicant for Federal financial assistance for a program or activity to which Section 504 applies shall submit an assurance to HUD on a form specified by the responsible civil rights official that the program or activity will be operated in compliance with Section 504. In the case of Federal financial assistance extended in the form of real property or to provide real property or structures on the property, the assurance will obligate Taylor County for the period during which the real property or structures are used for the purpose for which Federal financial assistance is extended. In the case of Federal financial assistance extended to provide personal property, the assurance will obligate the County for the period during which it retains ownership or possession of the property. In all other cases, the assurance will obligate the County for the period during which Federal financial assistance is extended.

2. SELF – EVALUATION

Taylor County shall, as expeditious as possible, and after consultation with interested persons, including individuals with handicaps or with organizations representing those individuals:

- A) Evaluate its current policies and practices to determine whether they do not or may not meet the requirements of Section 504.
- B) Modify any policies and practices that do not meet the requirements of Section 504.
- C) Take appropriate corrective steps to remedy the discrimination.

The attached Self – Evaluation Plan will be utilized to review each public facility for accessibility and compliance. The results of this evaluation are to be utilized in preparing the Transition Plan.

A recipient that employs fifteen or more persons shall, for at least three years following completion of the evaluation, maintain on file, make available for public inspection, and provide to the responsible civil rights official, upon request: a list of the interested persons consulted, a description of area examined and any problems identified, and a description of any modifications made and or any remedial steps taken.

3. DESIGNATION OF RESPONSIBLE EMPLOYEE

A recipient that employs fifteen or more persons shall designate at least one person to coordinate its efforts with Section 504. The responsible person designated is _____ and can be reached at telephone number _____.

VI. GRIEVANCE PROCEDURES/COMPLAINT RESOLUTION

1. GENERAL PROVISIONS

A recipient that employs fifteen or more persons shall adopt grievance procedures that incorporate appropriate due process standards and that provide for the prompt and equitable resolution of complaints alleging any action prohibited by Section 504.

2. NOTICE

A recipient that employs fifteen or more persons shall take appropriate initial and continuing steps to notify participants, beneficiaries, applicants, and employees, including those with hearing and vision impairments, and union and professional organizations that it does not discriminate on the basis of handicap. The notification shall state that the recipient does not discriminate in regards to its federally assisted programs. The notification shall also include an identification of the responsible employee designated to coordinate with Section 504 (See Section V, Paragraph 3 above). The initial notification shall be made as soon as possible but within 90 days of Policy adoption. Methods of notification may include the posting of noticed or publication in newspapers. Any such notice must include all of the information discussed in this paragraph. The recipient must also ensure that members of the population likely to be affected directly by a federally assisted program who have visual or hearing impairments are provided with the information necessary to understand and participate in the program.

3. GRIEVANCE PROCEDURES

Any person or any representative of such a person who believes that he or she has been discriminated against should first contact, in writing, the person identified as Coordinator on page 6 of this policy. The grievance must be filed within thirty days of the alleged discriminatory act and must give the following:

- A) Name and address of the complainant.
- B) Name and address of the alleged offending party.
- C) Specific details, in a near chronological order, of the events leading to the alleged action.
- D) The alleged discrimination.
- E) Names, addresses and phone numbers of any witnesses or other person having knowledge of the circumstances.
- F) Any other relevant information.

The Coordinator will attempt to satisfactorily resolve the issue, informally, by contacting the involved parties within twenty days of receipt. Documentation of all phone calls, contacts and information received or disseminated must be carefully kept. Additionally, the members of the elected government must be kept informed and up-to-date regarding the grievance and the progress in resolution. This information flow will occur via written progress reports, no less frequently than monthly, and discussions, as necessary, at each regularly scheduled meeting of the elected body.

The Citizens Advisory Task Force (CATF) will be called into session to advise the Coordinator and to fashion a plan for resolution should initial resolution attempts fail. This group will function in an advisory capacity as specified in the document, which establishes their existence. Records of proceedings will be maintained and forwarded to the elected body. The CATF may call both parties together in an attempt to reach an amicable solution. The Coordinator will act as the intermediary between the CATF and the electorate and will ensure the same information flow as described above.

Should informal resolution be unsuccessful, the grievance will be elevated to the formal stage. All communications will occur only in written form, via certified mail. The County's attorney will become the lead official, acting on behalf of and with the consent of the local governing body. Maximum effort will be given to achievement of a mutually agreeable resolution with all proceedings and communications thoroughly and precisely documented.

If the preceding attempts remain unsuccessful, the matter shall be officially brought to the attention of the applicable State or Federal agency and their guidance solicited and followed.

Information in the sections which follow expands further on grievance /complaints which have exhausted local capability.

4. COMPLIANCE INFORMATION

Each recipient shall keep such records and submit to the responsible civil rights official complete and accurate compliance reports upon request. The records shall indicate the extent to which individuals with handicaps are beneficiaries of federally assisted programs. Each

recipient shall permit access to these records by the responsible civil rights official and the general public during normal business hours.

5. DISCRIMINATION COMPLAINTS/GRIEVANCES

Any person, or any representative of such a person, who believes that he or she has been discriminated against may file a confidential complaint with HUD's Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, Washington, D.C. 20410. The written complaint must be filed within 180 days of the alleged discriminatory act. The complaint must give the name and address of the alleged complainant, the name and address of the offending party, and the details of the events leading to the charge of discrimination. The responsible civil rights official will notify both the complainant and the recipient of the agency's receipt of the complaint within ten calendar days.

6. COMPLAINT/GRIEVANCE RESOLUTION

HUD's civil rights official will review the case for acceptance, rejection, or referral within twenty days of acknowledgement of receipt of the complaint. The recipient of federal monies is then notified of the complaint and is given a chance to respond in writing within thirty days of receiving it. HUD officials then attempt to resolve the complaint informally. If informal resolution is not possible, an investigation is conducted resulting in either a dismissal of the complaint or a letter of findings against the recipient which must be issued within 180 days of receipt of the complaint. The letter of findings is then sent via certified mail, return receipt requested, to both the complainant and the recipient. Within ten days of notification of noncompliance, the recipient may volunteer to comply with the regulation. Otherwise, compliance may be effected by the suspension or termination of, or refusal to grant or continue Federal financial assistance.

This last measure is the end result of a process, which goes through many channels: (1) the recipient is notified of its failure to comply, (2) a finding of noncompliance is formally recorded after the recipient has been given the opportunity for a hearing, (3) the Secretary of HUD approved the action, and (4) thirty days expire after the Secretary has filed a report with the committees of the House and Senate having legislative jurisdiction over the program or activity involved.

Intimidatory or retaliatory acts by the recipient or the offended party is prohibited. No intimidation, threats, coercion, or discrimination against any person for having participated in this investigation is permitted. The identity of complainants shall be kept confidential except to the extent necessary to carry out the intent of this policy.

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See next page.

Approved by the County Commission of Taylor County, Florida, this
_____ day of _____, 20____.

Chairman

ATTEST

County Clerk

ATTACHMENT A

SELF – EVALUATION PLAN

1. **Parking:**
 - a. Handicapped designated parking spaces to provided
 - b. Spaces closest to accessible entrance and on accessible route
 - c. Spaces minimum of 96" in width
 - d. Access aisle adjacent to parking space and minimum of 60" in width
 - e. Slope of space and access aisle is maximum of 1:50
 - f. Spaces marked with universal access codes
2. **Accessible Route:**
 - a. Unobstructed path
 - b. Minimum width of 36"
 - c. Minimum passing space of 60" at 200' intervals
 - d. Minimum head room of 80"
 - e. Surface texture of firm, stable, non-slip material
 - f. Slope not to exceed 1:20
 - g. If slope exceeds .5", install ramp (see Section 5)
 - h. Gratings of maximum .5" width in direction of route
3. **Outside Paths and Walks:**
 - a. Minimum of one accessible route in boundary of site from public transportation stops, parking, passenger loading zones, streets or sidewalks.
4. **Curb Ramps:**
 - a. Provided where an accessible route crosses a curb
 - b. Maximum slope of 1:12
 - c. Minimum width of 36"
 - d. Firm, non-slip surface
 - e. Maximum slope of flared sides of 1:10 if no hand or guard rails provided
5. **Ramps:**
 - a. Provided on any part of an accessible route with a slope exceeding 1:20
 - b. Maximum slope of 1:12
 - c. Maximum cross slope of 1:50
 - d. Firm, stable, non-slip surface
 - e. 30" to 34" high handrails extending 1' beyond top and bottom or ramp provided is ramp rise exceeds 6" and run exceeds 72"
 - f. Edge protection to prevent slipping off ramps
 - g. Level landing same width as ramp and minimum of 60" in length at top and bottom of ramp and at turn of ramp

6. Building Entrance:

- a. Minimum of one principle entrance
- b. On an accessible route
- c. Level entry or sloped with a 32" non- revolving door
- d. Minimum of 32" width
- e. Entryway clear of obstacles
- f. Hardware maximum height of 48", and push/pull type or lever operated
- g. Maximum of 8.5 lbf exterior hinged door, 5 lbf interior hinged, sliding or folding
- h. Maximum of .5" height with leveled edge and maximum slope of 1:2

7. Elevators:

- a. Minimum of one serving each level on an accessible route in a multi-story facility where levels are not connected by ramps
- b. Self-leveling with reopening devices
- c. Doors remain open for 3 seconds
- d. Minimum side opening of 51" x 58" and minimum front opening of 51" x 80"
- e. Centered maximum of 42" from floor and light
- f. Control panel maximum of 48 " from floor with buttons minimum of 3/4" and marked with raised characters

8. Lifts:

- a. May be used in lieu of elevator
- b. Minimum of 30" x 48"
- c. Control panel maximum of 48" front approach and 54" parallel approach
- d. One hand operable

9. Toilets:

- a. On accessible route
- b. Entrance door minimum of 32" with lever handle or push/pull type hardware
- c. Door closer 5 lbf maximum effort to open
- d. Unobstructed space
- e. Doors on stall minimum of 32" and stall minimum of 36"
- f. Grab bars 33-36" high at back and side of commode, 1.25-1.5" diameter, and 1.5" clear of wall
- g. Commode seat 17-19" height
- h. Toilet paper dispenser 19" minimum above floor
- i. Lavatory maximum 34" height, drain and hot water pipes insulated, and minimum 29" clearance below apron
- j. Mirror bottom 40" maximum above floor
- k. Urinal basin opening maximum 17" from floor
- l. Towel dispenser and disposal unit height 40" maximum above floor
- m. Faucet handles extended

10. Drinking Fountains:

- a. 50% of water fountains must be accessible on each floor; if only one is available, it must be accessible
- b. On an accessible route
- c. Spout mounted 36" above floor
- d. Controls must be operable with one hand without grasping or twisting
- e. Wall mounted bottom of apron to floor 27" minimum; built in 30"x48" minimum in front of fountain

11. Warning Signals:

- a. If warning systems are provided, both visual and audible should be provided
- b. Signals must be perceptible above prevailing sounds
- c. Signals must be visual – flashing exit signs

12. Meeting Rooms and Conference Areas:

- a. Are all rooms handicapped accessible
- b. Minimum of three wheelchair locations in lieu of seats
- c. Wheelchair locations must be on an accessible route
- d. Wheelchair locations forward access must be a minimum of 48" long x 33" wide and side access must be a minimum of 60" long x 33" wide
- e. Performing areas must be on an accessible route
- f. Listening systems must be audio looped and radio frequency acceptable

13. Public Telephones:

- a. Minimum of one per floor if phones are installed
- b. On an accessible route with clear floor space 30" x 48"
- c. Highest operable control 48" for front approach and 54" for parallel approach
- d. Control must be push buttons
- e. At least one phone shall generate a magnetic field and at least one shall have a volume control for the hearing – impaired

Definition: Handicapped means wheelchair bound, mobility impaired, hearing impaired, deaf, and/or blind.

ATTACHMENT B
SELF – EVALUATION PLAN
&
TRANSITION PLAN PREPARATION
PARTICIPATING PARTIES

The below listed individuals, bodies, organizations, or firms have participated in the preparation of the Transition Plan based on results obtained from analysis of the completed Self – Evaluation Plan for each public facility.

Review of each facility deficiencies identified in the Self – Evaluation format was conducted with goals established for correction to the maximum extent of the County’s capability. Factors considered in assigning implementation timeframes include, but are not limited to, the number of known handicapped individuals currently residing in the jurisdiction, an assessment of potential for residence of handicapped individuals, age and material condition of the facility, intended use of the facility, potential for future use by handicapped persons, types of changes necessary to achieve compliance, estimated cost of achieving compliance, resource availability of the County to fund compliance changes, techniques available to obtain funding if not available, time frame estimates and/or projections based on current need and funding or on projected need and funding and any other unique non-quantifiable factors which may enter the decision process.

It is herein emphasized that the goal of attaining full compliance has been set and has been the guiding criteria of the participants listed.

Participating Parties:

Taylor County Commission

Taylor County Staff

Grant Consultants from: Government Services Group, Inc.

**ATTACHMENT C
TRANSITION PLAN
FOR SECTION 504 COMPLIANCE**

Facility	Modifications Needed	Currently in Compliance? Yes or No	Target Date for Compliance	Completion Date
Keaton Beach Coastal Park	Sidewalk to ensure picnic pavilion is handicap accessible	Pavilion has handicap accessible table	January 2013	Completed March 2014
Hodges Park – Keaton Beach	Improvements to handicap accessibility of restroom	Yes – restrooms are compliant, but renovations are needed and repairs to restroom sidewalk are needed	Improvements are scheduled to be completed in 2015	
Steinhatchee Boat Ramp	Paved parking and sidewalks offer improved accessibility	Site does offer handicap parking facilities – improvements are needed to access site in full	January 2014	Completed January 2014
Forest Capital Hall	Handicap accessible restroom facilities	No	June 2015	
Forest Capital Hall	Handicap accessible stage in auditorium	No	June 2015	
Forest Capital Hall	Handicap accessible seating in auditorium	No	October 2016	
Williams Fish Camp Landing (Mandalay)	Handicap accessible parking area for boater and ramp and docking improvements for enhanced accessibility	Not Applicable	May 2015	All completed April 2015
Steinhatchee Boat Ramp	Construction of restroom facilities with handicap accessible features	Not Applicable	January 2017	

**ATTACHMENT C
TRANSITION PLAN
FOR SECTION 504 COMPLIANCE**

Facility	Modifications Needed	Currently in Compliance? Yes or No	Target Date for Compliance	Completion Date

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO DISCUSS SENDING A REPRESENTATIVE TO A MEDIATION SCHEDULED FOR WEDNESDAY, JUNE 3, 2015, AT 10:00 A.M. IN TALLAHASSEE, AS AGENDAED BY THE COUNTY ATTORNEY

MEETING DATE REQUESTED:

MAY 19, 2015

Statement of Issue:

A MEDIATION HAS BEEN SCHEDULED IN A LAWSUIT AGAINST TAYLOR COUNTY AND A REPRESENTATIVE FROM THE COUNTY IS REQUIRED TO ATTEND IN ADDITION TO THE COUNTY'S INSURANCE CARRIER.

Recommended Action:

APPOINT A REPRESENTATIVE

Fiscal Impact:

N/A

Budgeted Expense:

Submitted By:

CONRAD BISHOP, COUNTY ATTORNEY

Contact:

850-838-3500 X 7

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

Attachments:

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO HEAR FROM THE COUNTY ADMINISTRATOR
REGARDING SPORTS AND RECREATION AND TAKE ANY
ACTION DEEMED APPROPRIATE BY THE BOARD

MEETING DATE REQUESTED:

MAY 19, 2015

Statement of Issue:

Recommended Action:

Fiscal Impact:

Budgeted Expense:

Submitted By:

Contact:

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

Attachments: