

SUGGESTED AGENDA

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS
PERRY, FLORIDA

TUESDAY, JANUARY 20, 2015
6:00 P.M.

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

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

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

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

BIDS/PUBLIC HEARINGS:

4. THE BOARD TO HOLD A PUBLIC HEARING, SET FOR THIS DATE AT 6:00 P.M., OR AS SOON THEREAFTER AS POSSIBLE, TO CONSIDER A RIGHT-OF-WAY ABANDONMENT PETITION, SUBMITTED BY MOON MAID PROPERTIES, LLC, C/O MICHAEL S. SMITH, FOR A PORTION OF A PLATTED RIGHT-OF-WAY LOCATED IN THE HUGH J. GRANGER SUBDIVISION IN STEINHATCHEE.
5. THE BOARD TO RECEIVE BIDS FOR DOCTORS' MEMORIAL HOSPITAL (DMH) DIGITAL RADIOLOGY EQUIPMENT, SET FOR THIS DATE AT 6:05 P.M., OR AS SOON THEREAFTER AS POSSIBLE.

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

CONSENT ITEMS:

6. EXAMINATION AND APPROVAL OF INVOICES.
- 6A. THE BOARD TO CONSIDER APPROVAL OF MINUTES FOR JANUARY 5, 2015. (SUBMITTED BY E-MAIL)
7. THE BOARD TO CONSIDER APPROVAL OF A SATISFACTION OF SECOND MORTGAGE FOR JESSICA AND ANDREW WILLIAMS WHO RECEIVED FIRST TIME HOME BUYERS ASSISTANCE THROUGH THE SHIP PROGRAM OCTOBER 22, 2009, AS AGENDAED BY MELODY COX, GRANTS DIRECTOR.
8. THE BOARD TO CONSIDER APPROVAL OF A SATISFACTION OF SECOND MORTGAGE FOR KELLI NICHOLE PARKER WHO RECEIVED FIRST TIME HOME BUYERS ASSISTANCE THROUGH THE SHIP PROGRAM JANUARY 12, 2010, AS AGENDAED BY THE GRANTS DIRECTOR.
9. THE BOARD TO CONSIDER APPROVAL OF A SATISFACTION OF SECOND MORTGAGE FOR CHARLES PITTS WHO RECEIVED FIRST TIME HOME BUYERS ASSISTANCE THROUGH THE SHIP PROGRAM OCTOBER 29, 2009, AS AGENDAED BY THE GRANTS DIRECTOR.
10. THE BOARD TO CONSIDER APPROVAL OF A SATISFACTION OF SECOND MORTGAGE FOR DEBORAH DORMAN WHO RECEIVED FIRST TIME HOME BUYERS ASSISTANCE THROUGH THE SHIP PROGRAM OCTOBER 28, 2009, AS AGENDAED BY THE GRANTS DIRECTOR.
11. THE BOARD TO CONSIDER APPROVAL OF A SATISFACTION OF SECOND MORTGAGE FOR JOSHUA NICHOLAS WALKER AND JACINDA WALKER WHO RECEIVED FIRST TIME HOME BUYERS ASSISTANCE THROUGH THE SHIP PROGRAM FEBRUARY 5, 2010, AS AGENDAED BY THE GRANTS DIRECTOR.
12. THE BOARD TO CONSIDER APPROVAL OF A SATISFACTION OF SECOND MORTGAGE FOR JOSHUA AND LAURA CLARK WHO RECEIVED FIRST TIME HOME BUYERS ASSISTANCE THROUGH THE SHIP PROGRAM OCTOBER 23, 2009, AS AGENDAED BY THE GRANTS DIRECTOR.

13. THE BOARD TO REVIEW AND CONSIDER APPROVAL OF GRANT PRE-APPLICATION TO THE FEDERAL AVIATION ADMINISTRATION (FAA), REQUESTING FUNDING ASSISTANCE FOR THE REHABILITATION OF THE CONCRETE APRON AT PERRY FOLEY AIRPORT, AS AGENDAED BY THE GRANTS DIRECTOR.
14. THE BOARD TO CONSIDER AWARDED TWO (2) GRANT COMBINED INTO ONE CONTRACT FOR ARTIFICIAL REEFS WITH THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION, DIVISION OF MARINE FISHERIES MANAGEMENT, AS AGENDAED BY GEOFF WALLAT, UNIVERSITY OF FLORIDA SEA GRANT AGENT.
15. THE BOARD TO REVIEW AND CONSIDER APPROVAL OF ANNUAL LOCAL MITIGATION STRATEGY PLAN PROGRESS REPORT, AS AGENDAED BY STEVE SPRADLEY, EMERGENCY MANAGEMENT DIRECTOR.
16. THE BOARD TO CONSIDER A REQUEST TO HOLD TWO (2) PUBLIC HEARINGS (FEBRUARY 2 AND FEBRUARY 17) TO DISCUSS THE UPCOMING FUNDING CYCLE FOR THE FLORIDA BOATING IMPROVEMENT PROGRAM (FBIP), AS AGENDAED BY THE GRANTS DIRECTOR.
17. THE BOARD TO CONSIDER RATIFICATION OF THE COUNTY ADMINISTRATOR'S SIGNATURE ON A REVISED LEASE AGREEMENT WITH THE GENERAL SERVICES ADMINISTRATION FOR THE VA CLINIC SPACE, AS AGENDAED BY DUSTIN HINKEL, COUNTY ADMINISTRATOR.

HOSPITAL ITEMS:

18. THE BOARD TO HEAR A PRESENTATION ON DOCTORS' MEMORIAL HOSPITAL (DMH) FINANCIALS BY DOUG FAIRCLOTH, CFO, AS AGENDAED BY GERI FORBES, CEO.
19. THE BOARD TO CONSIDER A REQUEST FOR LETTERS OF SUPPORT FOR TWO (2) GRANT APPLICATIONS BEING SUBMITTED BY DMH TO THE FLORIDA DEPARTMENT OF HEALTH EMS GRANT PROGRAM, AS AGENDAED BY GERI FORBES, CEO.

CONSTITUTIONAL OFFICERS/OTHER GOVERNMENTAL UNITS:

20. THE BOARD TO CONSIDER A REQUEST FROM TAYLOR COASTAL WATER AND SEWER DISTRICT (TCWSD) BOARD OF COMMISSIONERS, TO AMEND TAYLOR COUNTY ORDINANCES 2000-10 AND 2005-3 WHICH STATE THAT MONTHLY BOARD MEETINGS ARE REQUIRED (THE DISTRICT WISHES TO CHANGE THE REQUIREMENT TO QUARTERLY MEETINGS AND SPECIAL MEETINGS), AS AGENDAED BY JIM POPPELL, COMMISSIONER FOR TCWSD.

COUNTY STAFF ITEMS:

21. THE BOARD TO REVIEW AND CONSIDER APPROVAL OF A HANGER/WAREHOUSE SPACE LEASE AGREEMENT WITH THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES AT PERRY FOLEY AIRPORT, AS AGENDAED BY THE GRANTS DIRECTOR.
22. THE BOARD TO CONSIDER APPROVAL OF A REPLAT OF BLOCK "I" OF THE STEINHATCHEE LANDING RESORT 2006 ADDITION, AS AGENDAED BY DANNY GRINER, BUILDING DIRECTOR.

COUNTY ATTORNEY ITEMS:

23. THE BOARD TO CONSIDER ACCEPTING THE DEED FOR JACKSON ROAD WEST AS RECORDED IN THE OFFICAL RECORD BOOKS OF TAYLOR COUNTY, AS AGENDAED BY THE COUNTY ATTORNEY.

COUNTY ADMINISTRATOR ITEMS:

24. THE BOARD TO CONSIDER A REQUEST TO TRANSFER FUNDS FROM THE LANDFILL RESERVE ACCOUNT TO THE PUBLIC WORKS DEPARTMENT TO REPLACE THE FUNDS PUBLIC WORKS SPENT ON THE LANDFILL, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
25. THE BOARD TO CONSIDER A REQUEST TO RENAME ANDREWS CEMETERY ROAD TO TUTEN CEMETERY ROAD, AND TO DISCUSS ROAD AND CEMETERY MAINTENANCE, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
26. THE COUNTY ADMINISTRATOR TO DISCUSS INFORMATIONAL ITEMS.

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

BOARD INFORMATIONAL ITEMS:

Motion to Adjourn

FOR YOUR INFORMATION:

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

www.taylorcountygov.com

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

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to hold a public hearing to consider a right-of-way abandonment petition submitted by Moon Maid Properties, LLC, c/o Michael S. Smith, for a portion of a platted right-of-way located in the Hugh J. Granger Subdivision in Steinhatchee.

MEETING DATE REQUESTED:

January 20, 2015

Statement of Issue: Public hearing to consider adoption of a resolution abandoning a road in the Hugh J. Granger Subdivision.

Recommendation: Hold public hearing

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: A road closing application was submitted to the Planning Department on December 8, 2014. The portion of road in question is located in the Hugh J. Granger Subdivision, south of Block G and west of the wooden bridge on Granger Road SE. No part of Granger Road is affected by the request. The road location on the plat does not abut any property owner other than the applicant. Notice of the hearing was published in the newspaper on December 31, 2014, and sent to all property owners within 500 feet of the site.

Staff respectfully requests that the board hold the public hearing to consider adoption of a resolution to abandon the portion of right-of-way requested.

Options:

1. Adopt the resolution
2. Choose not to adopt the resolution.

Attachments:

1. Copy of the resolution.
2. Location maps.
3. Copy of the application.

RESOLUTION

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF
TAYLOR COUNTY, FLORIDA:

1. That, pursuant to the Notice of Proceedings for Closing of Streets duly published according to law, proof of publication of which is attached hereto and made a part hereof, a hearing was duly held at 6:00 o'clock p.m. on the 20th day of January, A.D. 2015, to consider and determine whether or not the County would vacate, abandon, discontinue, and close certain roads in Taylor County, Florida, more particularly described in the proof of publication attached hereto. At the time and place set for said hearing, all persons interested were given the opportunity to be heard. The Board of County Commissioners of Taylor County, Florida, determined that the proposed action of vacating, abandoning, discontinuing, and closing certain roads herein more particularly described will not deprive any person of a reasonable means of ingress and egress to his premises and will not materially interfere with the County's road system.

2. That, the certain roads herein described be, and the same is hereby, vacated, abandoned, and discontinued and the Board of County Commissioners hereby renounces and disclaims any right of the County and public in and to any land or interest therein contained in the certain roads in Taylor County, Florida, more particularly described as:

That portion of a platted roadway being located south of Block "G" of Hugh J. Granger Re-Subdivision of Block 9 of the Steinhatchee Subdivision. A map or Plat of Hugh J. Granger Subdivision being on record in the office of the Clerk of the Circuit Court of Taylor County, Florida, in Plat Book 1, Page 95.

All that portion of said roadway located south of Block "G" of said subdivision and lying west of platted canal.

3. This resolution shall take effect when the original hereof, together with a copy of the proof of publication of the adopted Resolution, has been filed with the Clerk of the Circuit Court for recording in the Public Records of Taylor County, Florida.

DULY ADOPTED in regular session, this 20th day of January, A.D., 2015.

BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA

(Seal)

By: _____
Patricia Patterson, Chairperson

ATTEST:

Annie Mae Murphy, Clerk

APPROVED AS TO FORM

County Attorney

MALCOLM PAGE
District 1

JIM MOODY
District 2

JODY DEVANE
District 3

PAM PEAGLE
District 4

PATRICIA PATTERSON
District 5



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

RIGHT OF WAY ABANDONMENT PETITION

FEE: \$250.00 DATE: November 20, 2014 RECEIPT #: 1277

ROAD NAME: Granger Road SE

PHYSICAL LOCATION: 464 Granger Road SE, Steinhatchee, FL 32359

APPLICANT: Moon Maid Properties, LLC c/o Michael S. Smith

ADDRESS: PO Box 579, Perry, FL 32348

PHONE #: 850-584-3812

ADJOINING PROPERTY OWNER(S)

NAME: None SIGNATURE: _____

ADDRESS: _____ PHONE: _____

NAME: None SIGNATURE: _____

ADDRESS: _____ PHONE: _____

NAME: None SIGNATURE: _____

ADDRESS: _____ PHONE: _____

NAME: None SIGNATURE: _____

ADDRESS: _____ PHONE: _____

PETITION TYPE

Plat: _____ Portion of plat: _____ Right-of-way: xx Public easement: _____

Public interest in private right-of-way: _____

ATTACH COMPLETE LEGAL DESCRIPTION OF PORTION OF ROAD TO BE CLOSED.

ATTACH LEGAL DESCRIPTION OF EACH PORTION OF ROAD THAT WILL GO TO EACH ADJOINING PROPERTY OWNER.

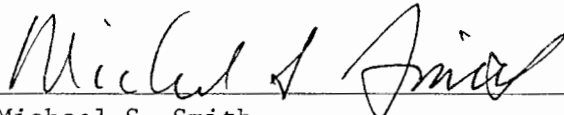
ATTACH MINIMUM 8" X 11" OR 11" X 17" DRAWING CLEARLY SHOWING THE LOCATION OF THE PETITION SITE IN RELATION TO THE NEAREST PUBLIC RIGHT-OF-WAY AND AFFECTED PROPERTIES.

ATTACH A STATEMENT DETAILING THE RELEVANT REASONS IN SUPPORT OF THE REQUEST AND GRANTING OF THE PETITION.

STATEMENT

To the best of the petitioner's knowledge, the granting of the petition would not affect the ownership or right of convenient access of persons owning other property in the area or subdivision:

SIGNATURE:


Michael S. Smith

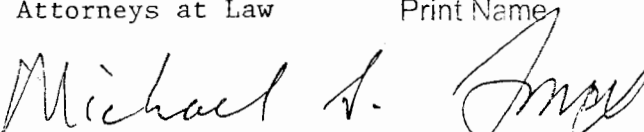
NOTE

ACCESS TO WATER: no right-of-way, road, street or public accessway giving access to any publicly accessible waters in the County shall be closed, vacated or abandoned, except in those instances wherein the:

1. Right-of-way does not benefit the public and/or there is no adequate parking to facilitate the use of the right-of-way and it is not a burden upon the county; or
2. Petitioner offers to trade or give to the County comparable land for a right-of-way, road, street or public accessway to give access to the same body of water, such access to be of such condition as not to work a hardship to the users thereof, the reasonableness of the distance and comparable land being left to the direction of the Board of County Commissioners.

SUBMITTED BY: Michael S. Smith, Smith, Smith & Curtis PA
Attorneys at Law Print Name

SIGNATURE:


Michael S. Smith

Legal description
Right of Way Abandonment Petition
Moon Maid Properties, LLC

That portion of a platted roadway being located south of Block "G" of Hugh J. Granger Re-Subdivision of Block 9 of the Steinhatchee Subdivision. A map or Plat of Hugh J. Granger Subdivision being on record in the office of the Clerk of the Circuit Court of Taylor County, Florida, in Plat Book 1, Page 95.

All that portion of said roadway being located south of Block "G" of said subdivision and lying west of platted canal.

HUGH J. GRAN

BLOCK 9, TOWN
TAYLOR CO

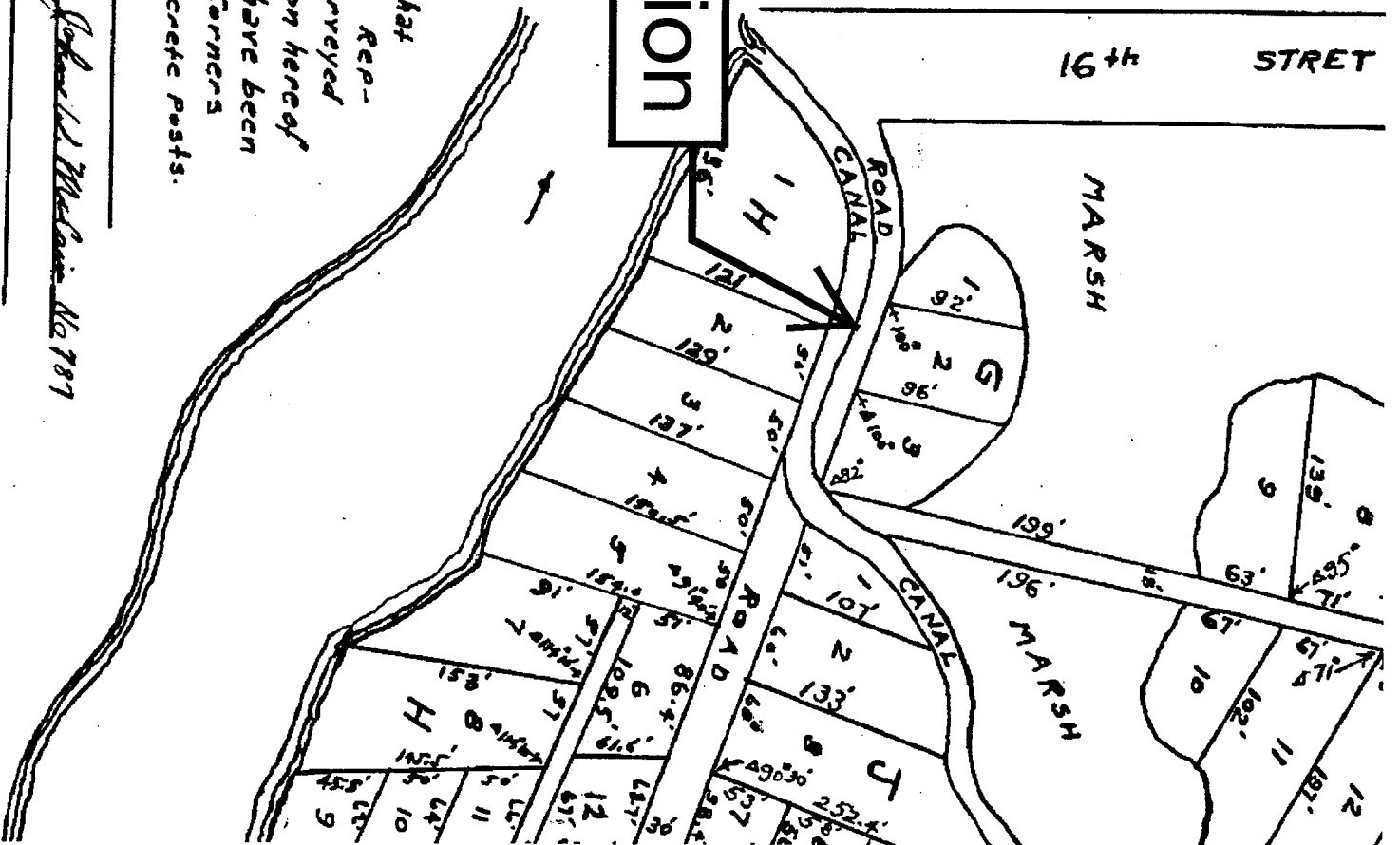
Road Location

We hereby certify that
the above plat is a correct representation of the lands surveyed and described in the caption hereof and that permanent markers have been placed at the boundary corners consisting of 4"x4"x32" concrete posts.

Surveyed & Mapped by _____

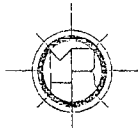
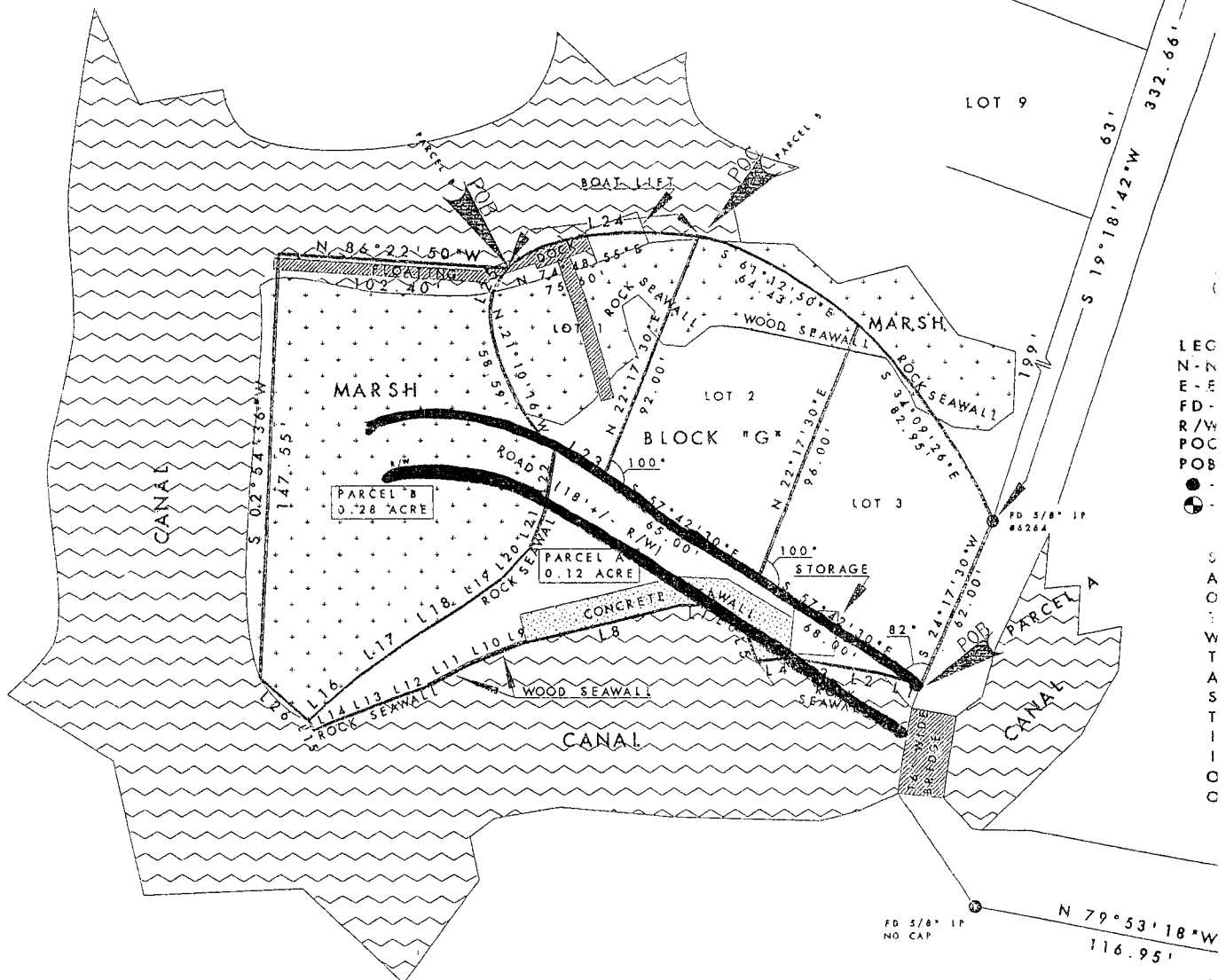
Examined & Approved by Joseph L. McLean No 787

Dated this _____ day of _____



BOUNDARY SURVEY FOR MOON MAID PROPERTIES, L.L.C.
 BLOCK "G", HUGH J. GRANGER SUBDIVISION
 STEINHATCHEE, TAYLOR COUNTY, FLORIDA
 FEBRUARY 15, 2007

DESCRIPTION: OFFICIAL RECORD 531 PAGE 404
 LOTS 1, 2 AND 3 OF BLOCK "G" OF THE HUGH J. GRANGER RE-SUBDIVISION OF BLOCK 9 OF THE
 STEINHATCHEE SUBDIVISION. A MAP OR PLAT OF HUGH J. GRANGER SUBDIVISION BEING
 ON RECORD IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF TAYLOR COUNTY,
 FLORIDA, IN PLAT BOOK 1, PAGE 95.



M . H . RATLIFF

REGISTERED LAND SURVEYOR

2998 GOLF COURSE RD PERRY FLORIDA 32348 850-584-7070

**NOTICE OF PROCEDURES FOR THE
CLOSING OF STREETS,
THOROUGHFARES AND ALLEYS
TO WHOM IT MAY CONCERN:**

You will take notice that the Board of County Commissioners of Taylor County, Florida, upon the petition of certain of the adjacent landowners to hereinafter described property, will at 6:00 p.m. on the 20th day of January, 2015 at the Taylor County Administrative Complex, 201 East Green Street, Perry, Florida, 32347, consider and determine whether the County will vacate, abandon, close and will renounce and disclaim any and all right of the County and public in and to all streets, thoroughfares and alleys which run over, upon or through the following described lots, blocks, pieces or parcels of land, lying and being in Taylor County, Florida, and described as follows:

DESCRIPTION:

That portion of a platted roadway being located south of Block "G" of Hugh J. Granger Re-Subdivision of Block 9 of the Steinhatchee Subdivision. A map or Plat of Hugh J. Granger Subdivision being on record in the office of the Clerk of the Circuit Court of Taylor County, Florida, in Plat Book 1, Page 95.

All that portion of said roadway located south of Block "G" of said subdivision and lying west of platted canal.

A copy of the petition is available to the public at the Planning Department of Taylor County during regular business hours.

Notice is also given pursuant to Florida Statute 286.105, that any persons deciding to appeal any matter considered at this public hearing 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.

This hearing may be continued from time to time as may be necessary.

This Notice shall be mailed to property owners within 500 feet

LEGALS



of the property directly affected and whose address is known by reference to the latest approved ad valorem tax roll.

2014 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L07000020940

Entity Name: MOON MAID PROPERTIES, LLC

Current Principal Place of Business:

3940 N.W. 16TH BOULEVARD
BUILDING B
GAINESVILLE, FL 32605

Current Mailing Address:

POST OFFICE BOX 357399
GAINESVILLE, FL 32635

FEI Number: 20-8805290

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

SALTER, JAMES D
3940 N.W. 16TH BOULEVARD
BUILDING B
GAINESVILLE, FL 32605 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Authorized Person(s) Detail :

Title MGRM
Name SALTER, JAMES D
Address 3940 N.W. 16TH BOULEVARD,
BUILDING B
City-State-Zip: GAINESVILLE FL 32635

Title MGRM
Name SMITH, MICHAEL S
Address P.O. DRAWER 579
City-State-Zip: PERRY FL 32348

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other I/we empowered.


SIGNATURE: JAMES D. SALTER

MANAGING MEMBER

01/13/2014

Electronic Signature of Signing Authorized Person(s) Detail

Date

SUBJECT/TITLE:	Board to approve Satisfaction of Second Mortgage for Jessica and Andrew Williams who received First Time Home Buyers Assistance through the SHIP program October 22, 2009.
	
MEETING DATE REQUESTED:	January 20, 2015

Statement of Issue: Board to approve Satisfaction of Second Mortgage for Jessica and Andrew Williams who received First Time Home Buyers Down Payment Assistance through the SHIP Program, October 22, 2009 in the amount of \$6,567.64. All terms of the Second Mortgage have been satisfied.

Recommended Action: Approve Satisfaction of Second Mortgage

Fiscal Impact: Not Applicable

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The William's received First Time Home Buyers Down Payment Assistance through the SHIP program in the amount of \$6,567.64 October 22, 2009. All terms of the Second Mortgage have been satisfied.

Attachments: Satisfaction of Second Mortgage

SATISFACTION OF SECOND MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That We, **TAYLOR COUNTY, FLORIDA**, the owners and holders of a certain Second Mortgage Under Taylor County, Florida Local Housing Partnership Down Payment Assistance Program executed by **JESSICA AND ANDREW WILLIAMS** bearing date the 22nd day of October, A. D. 2009, recorded in Official Records Book 646, pages 403-412, in the office of the Clerk of the Circuit Court of Taylor County, State of Florida, securing a sum of \$6,567.64, and certain promises and obligations set forth in said mortgage deed, upon the property situate in said State and County described as follows, to-wit:

SEE ATTACHED SCHEDULE A

hereby acknowledge full payment and satisfaction of said note and mortgage deed, and surrender the same as cancelled, and hereby direct the Clerk of the said Circuit Court to cancel the same of record.

WITNESS my hand and seal this ____ day of _____, 2015.

Signed, Sealed and Delivered
in Presence of:

_____(SEAL)
PAT PATTERSON, Chairperson
BOARD OF COUNTY COMMISSION
TAYLOR COUNTY, FLORIDA

ATTEST:

ANNIE MAE MURPHY, Clerk

STATE OF FLORIDA
COUNTY OF TAYLOR

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared PAT PATTERSON, to me known to be the person described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2015.


NOTARY PUBLIC

My Commission Expires:

PREPARED BY: Conrad C. Bishop, Jr.
Attorney at Law
Post Office Box 167
Perry, Florida 32348

Schedule A

COMMENCE AT THE NE CORNER OF THE SW 1/4 OF SECTION 36, T4S, R7E AND RUN SOUTH 01 DEGREES 05 MINUTES 25 SECONDS WEST, ALONG THE FORTY LINE (BEARING BASE), 417.13 FEET; THENCE RUN NORTH 89 DEGREES 14 MINUTES 20 SECONDS WEST, 780.00 FEET; THENCE RUN SOUTH 01 DEGREES 05 MINUTES 25 SECONDS WEST, 600 FEET TO THE POINT OF BEGINNING; THENCE FROM SAID POB CONTINUE SOUTH 01 DEGREES 05 MINUTES 25 SECONDS WEST, 104.24 FEET TO THE NORTH R/W LINE OF A 60 FOOT ROAD IN A CURVE CONCAVE TO THE NORTH AND HAVING A RADIUS OF 311.36 FEET; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE, THRU A CENTRAL ANGEL OF 11 DEGREES 02 MINUTES 24 SECONDS, A ARC DISTANCE OF 59.99 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE RUN SOUTH 89 DEGREES 14 MINUTES 20 SECONDS EAST, ALONG SAID R/W LINE, 40.63 FEET TO THE POINT OF CURVATURE OF A 50 FOOT RADIUS CURVE CONCAVE TO THE NORTHWEST; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THRU A CENTRAL ANGLE OF 89 DEGREES 40 MINUTES 15 SECONDS, A ARC DISTANCE OF 78.25 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE RUN NORTH 01 DEGREES 05 MINUTES 25 SECONDS EAST, 60.29 FEET; THENCE RUN NORTH 89 DEGREES 14 MINUTES 20 SECONDS WEST, 150.00 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 00.36 ACRE AND IS LOCATED IN THE NE 1/4 OF SW 1 /4 OF SECTION 36, T4S, R7E, PERRY, TAYLOR COUNTY, FLORIDA.

SUBJECT/TITLE:	Board to approve Satisfaction of Second Mortgage for Kelli Nichole Parker who received First Time Home Buyers Assistance through the SHIP program January 12, 2010.
	
MEETING DATE REQUESTED:	January 20, 2015

Statement of Issue: Board to approve Satisfaction of Second Mortgage for Kelli Nichole Parker who received First Time Home Buyers Down Payment Assistance through the SHIP Program, January 12, 2010 in the amount of \$9,900.00 All terms of the Second Mortgage have been satisfied.

Recommended Action: Approve Satisfaction of Second Mortgage

Fiscal Impact: Not Applicable

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Miss Parker received First Time Home Buyers Down Payment Assistance through the SHIP program in the amount of \$9,900.00 January 12, 2010. All terms of the Second Mortgage have been satisfied.

Attachments: Satisfaction of Second Mortgage

SATISFACTION OF SECOND MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That We, **TAYLOR COUNTY, FLORIDA**, the owners and holders of a certain Second Mortgage Under Taylor County, Florida Local Housing Partnership Down Payment Assistance Program executed by **KELLI NICHOLE PARKER** bearing date the 12th day of January, A. D. 2010, recorded in Official Records Book 650, pages 937-946, in the office of the Clerk of the Circuit Court of Taylor County, State of Florida, securing a sum of \$9,900.00. and certain promises and obligations set forth in said mortgage deed, upon the property situate in said State and County described as follows, to-wit:

LOT 2 BLOCK 1, CARLTON SPRINGS SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 146 OF THE PUBLIC RECORDS OF TAYLOR COUNTY, FLORIDA.

hereby acknowledge full payment and satisfaction of said note and mortgage deed, and surrender the same as cancelled, and hereby direct the Clerk of the said Circuit Court to cancel the same of record.

WITNESS my hand and seal this ____ day of _____, 2015.

Signed, Sealed and Delivered
in Presence of:

_____(SEAL)
PAT PATTERSON, Chairperson
BOARD OF COUNTY COMMISSION
TAYLOR COUNTY, FLORIDA

ATTEST:

ANNIE MAE MURPHY, Clerk

STATE OF FLORIDA
COUNTY OF TAYLOR


I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared PAT PATTERSON, to me known to be the person described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2015.

NOTARY PUBLIC

My Commission Expires:

PREPARED BY: Conrad C. Bishop, Jr.
Attorney at Law
Post Office Box 167
Perry, Florida 32348

SUBJECT/TITLE: Board to approve Satisfaction of Second Mortgage for Charles Pitts who received First Time Home Buyers Assistance through the SHIP program October 29, 2009.	
	
MEETING DATE REQUESTED:	January 20, 2015

Statement of Issue: Board to approve Satisfaction of Second Mortgage for Charles Pitts who received First Time Home Buyers Down Payment Assistance through the SHIP Program, October 29, 2009 in the amount of \$5,223.67. All terms of the Second Mortgage have been satisfied.

Recommended Action: Approve Satisfaction of Second Mortgage

Fiscal Impact: Not Applicable

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Mr. Pitts received First Time Home Buyers Down Payment Assistance through the SHIP program in the amount of \$5,223.67 October 29, 2009. All terms of the Second Mortgage have been satisfied.

Attachments: Satisfaction of Second Mortgage

SATISFACTION OF SECOND MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That We, **TAYLOR COUNTY, FLORIDA**, the owners and holders of a certain Second Mortgage Under Taylor County, Florida Local Housing Partnership Down Payment Assistance Program executed by **CHARLES PITTS** bearing date the 29th day of October, A. D. 2009, recorded in Official Records Book 645, pages 172-179, in the office of the Clerk of the Circuit Court of Taylor County, State of Florida, securing a sum of \$5,223.67, and certain promises and obligations set forth in said mortgage deed, upon the property situate in said State and County described as follows, to-wit:

Lot 18, Block A, of Parkview Subdivision, according to the map or plat thereof recorded in Plat Book One, Page 78, of the Public Records of Taylor County, Florida.

hereby acknowledge full payment and satisfaction of said note and mortgage deed, and surrender the same as cancelled, and hereby direct the Clerk of the said Circuit Court to cancel the same of record.

WITNESS my hand and seal this ____ day of _____, 2015.

Signed, Sealed and Delivered
in Presence of:

_____(SEAL)
PAT PATTERSON, Chairperson
BOARD OF COUNTY COMMISSION
TAYLOR COUNTY, FLORIDA

ATTEST:

ANNIE MAE MURPHY, Clerk

STATE OF FLORIDA
COUNTY OF TAYLOR


I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared PAT PATTERSON, to me known to be the person described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2015.

NOTARY PUBLIC

My Commission Expires:

PREPARED BY: Conrad C. Bishop, Jr.
Attorney at Law
Post Office Box 167
Perry, Florida 32348

SUBJECT/TITLE: Board to approve Satisfaction of Second Mortgage for Deborah Dorman who received First Time Home Buyers Assistance through the SHIP program October 28, 2009.	
	
MEETING DATE REQUESTED:	January 20, 2015

Statement of Issue: Board to approve Satisfaction of Second Mortgage for Deborah Dorman who received First Time Home Buyers Down Payment Assistance through the SHIP Program, October 28, 2009 in the amount of \$6,900.00. All terms of the Second Mortgage have been satisfied.

Recommended Action: Approve Satisfaction of Second Mortgage

Fiscal Impact: Not Applicable

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Miss Dorman received First Time Home Buyers Down Payment Assistance through the SHIP program in the amount of \$6,900.00 October 28, 2009. All terms of the Second Mortgage have been satisfied.

Attachments: Satisfaction of Second Mortgage

SATISFACTION OF SECOND MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That We, **TAYLOR COUNTY, FLORIDA**, the owners and holders of a certain Second Mortgage Under Taylor County, Florida Local Housing Partnership Down Payment Assistance Program executed by **DEBORAH DORMAN** bearing date the 28th day of October, A. D. 2009, recorded in Official Records Book 645, pages 831-840, in the office of the Clerk of the Circuit Court of Taylor County, State of Florida, securing a sum of \$6,900.00, and certain promises and obligations set forth in said mortgage deed, upon the property situate in said State and County described as follows, to-wit:

THE SOUTH SEVENTY-SEVEN (77) FEET OF LOT 59 BLOCK 11, OF THE ORIGINAL TOWN OF PERRY, ACCORDING TO THE MAP OR PLAT OF SAID ORIGINAL TOWN OF PERRY ON RECORD IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF TAYLOR COUNTY, FLORIDA.

PARCEL IDENTIFICATION NUMBER – 24-04-07-03874-000

hereby acknowledge full payment and satisfaction of said note and mortgage deed, and surrender the same as cancelled, and hereby direct the Clerk of the said Circuit Court to cancel the same of record.

WITNESS my hand and seal this ____ day of _____, 2015.

Signed, Sealed and Delivered
in Presence of:

_____(SEAL)
PAT PATTERSON, Chairperson
BOARD OF COUNTY COMMISSION
TAYLOR COUNTY, FLORIDA

ATTEST:

ANNIE MAE MURPHY, Clerk

STATE OF FLORIDA
COUNTY OF TAYLOR


I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared PAT PATTERSON, to me known to be the person described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2015.

NOTARY PUBLIC

My Commission Expires:

PREPARED BY: Conrad C. Bishop, Jr.
Attorney at Law
Post Office Box 167
Perry, Florida 32348

SUBJECT/TITLE:	
	Board to approve Satisfaction of Second Mortgage for Joshua Nicholas Walker and Jacinda Walker who received First Time Home Buyers Assistance through the SHIP program February 5, 2010.
MEETING DATE REQUESTED:	
January 20, 2015	

Statement of Issue: Board to approve Satisfaction of Second Mortgage for Joshua Nicholas Walker and Jacinda Walker who received First Time Home Buyers Down Payment Assistance through the SHIP Program, February 5, 2010 in the amount of \$9,900.00. All terms of the Second Mortgage have been satisfied.

Recommended Action: Approve Satisfaction of Second Mortgage

Fiscal Impact: Not Applicable

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The Walker's received First Time Home Buyers Down Payment Assistance through the SHIP program in the amount of \$9,900.00 February 5, 2010. All terms of the Second Mortgage have been satisfied.

Attachments: Satisfaction of Second Mortgage

SATISFACTION OF SECOND MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That We, **TAYLOR COUNTY, FLORIDA**, the owners and holders of a certain Second Mortgage Under Taylor County, Florida Local Housing Partnership Down Payment Assistance Program executed by **JOSHUA NICHOLAS WALKER and JACINDA WALKER, his wife**, bearing date the 5th day of February, A. D. 2010, recorded in Official Records Book 650, pages 947-956, in the office of the Clerk of the Circuit Court of Taylor County, State of Florida, securing a sum of \$9,900.00, and certain promises and obligations set forth in said mortgage deed, upon the property situate in said State and County described as follows, to-wit:

LOT 16 OF BLOCK "A" OF THE FORTNER SUBDIVISION, A RECORDED SUBDIVISION LOCATED IN SECTION 35, T3S, T7E, TAYLOR COUNTY, FLORIDA. A MAP OR PLAT OF SAID SUBDIVISION IS OF RECORD IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF TAYLOR COUNTY, FLORIDA.

hereby acknowledge full payment and satisfaction of said note and mortgage deed, and surrender the same as cancelled, and hereby direct the Clerk of the said Circuit Court to cancel the same of record.

WITNESS my hand and seal this ____ day of _____, 2015.

Signed, Sealed and Delivered
in Presence of:

_____(SEAL)
PAT PATTERSON, Chairperson
BOARD OF COUNTY COMMISSION
TAYLOR COUNTY, FLORIDA

ATTEST:

ANNIE MAE MURPHY, Clerk

STATE OF FLORIDA
COUNTY OF TAYLOR

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared PAT PATTERSON, to me known to be the person described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2015.

NOTARY PUBLIC

My Commission Expires:

PREPARED BY: Conrad C. Bishop, Jr.
Attorney at Law
Post Office Box 167
Perry, Florida 32348

Attachments: Satisfaction of Second Mortgage

SATISFACTION OF SECOND MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That We, **TAYLOR COUNTY, FLORIDA**, the owners and holders of a certain Second Mortgage Under Taylor County, Florida Local Housing Partnership Down Payment Assistance Program executed by **JOSHUA AND LAURA CLARK** bearing date the 23rd day of October, A. D. 2009, recorded in Official Records Book 651, pages 664-673, in the office of the Clerk of the Circuit Court of Taylor County, State of Florida, securing a sum of \$6,900.00, and certain promises and obligations set forth in said mortgage deed, upon the property situate in said State and County described as follows, to-wit:

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

COMMENCE AT THE SOUTHEAST (SE) CORNER OF THE NORTHEAST QUARTER (NE ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION 2, TOWNSHIP 4 SOUTH, RANGE 7 EAST; THENCE RUN S 89° 14' 36" W ALONG THE FORTY ACRE LINE 1929.26 FEET TO THE EASTERLY RIGHT OF WAY LINE OF U S HIGHWAY NO 221; THENCE RUN N 16° 53' 44" W ALONG SAID EASTERLY R/W LINE 1540.24 FEET TO THE P. C. OF A CURVE; THENCE RUN ALONG SAID CURVE ON A CHORD BEARING OF N 16 ° 02' 42" W, CHORD DISTANCE 583.28 FEET; ARC DISTANCE 583.30 FEET; RADIUS OF 19643.05 FEET TO THE P. T. OF SAID CURVE; THENCE RUN N 15° 09' 01" W ALONG SAID R/W LINE, 980.92 FEET; THENCE RUN N 74° 50' 59" E 310.01 FEET TO THE POINT OF BEGINNING; THENCE FROM SAID POB CONTINUE N 74° 50' 59" E. 175.00 FEET; THENCE RUN S 15° 09' 01" W 124.46 FEET, THENCE RUN S 74° 50' 59" W, 175.00 FEET; THENCE RUN N 15° 09' 01" W 124.46 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 00.60 ACRE.

TOGETHER WITH 60 FOOT ROAD EASEMENT DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST (SE) CORNER OF THE NORTHEAST QUARTER (NE ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION 2, TOWNSHIP 4 SOUTH, RANGE 7 EAST; THENCE RUN S 89° 14' 36" W ALONG THE FORTH ACRE LINE 1929.26 FEET TO THE EASTERLY RIGHT OF WAY LINE OF US HIGHWAY NO 221; THENCE RUN N 16° 53' 44" W, ALONG SAID EASTERLY R/W LINE 1540.24 FEET TO THE P.C. OF A CURVE; THENCE RUN ALONG SAID CURVE ON CHORD BEARING OF N 16° 02' 42" W, CHORD DISTANCE 583.28 FEET; ARC DISTANCE 583.30 FEET; RADIUS OF 19463.05 FEET TO THE P.T. OF SAID CURVE; THENCE RUN N 15° 09' 01" W FEET; RADIUS ALONG SAID R/W LINE 980.92 FEET; TO THE POINT OF BEGINNING; THENCE FROM SAID POB RUN N 74° 50' 59" E, 485.01 FEET; THENCE RUN N 15° 09' 01" W, 60.00 FEET; THENCE RUN S 74° 50' 59" W, 485.01 FEET TO THE EASTERLY RIGHT OF WAY LINE OF SAID U S HWY NO 221; THENCE RUN S 15° 09' 01" E, ALONG SAID RIGHT OF WAY LINE, 60.00 FEET TO THE POINT OF BEGINNING.

hereby acknowledge full payment and satisfaction of said note and mortgage deed, and surrender the same as cancelled, and hereby direct the Clerk of the said Circuit Court to cancel the same of record.

WITNESS my hand and seal this ____ day of _____, 2015.

Signed, Sealed and Delivered
in Presence of:

_____(SEAL)
PAT PATTERSON, Chairperson
BOARD OF COUNTY COMMISSION
TAYLOR COUNTY, FLORIDA

ATTEST:

ANNIE MAE MURPHY, Clerk

STATE OF FLORIDA
COUNTY OF TAYLOR

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared PAT PATTERSON, to me known to be the person described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2015.

NOTARY PUBLIC

My Commission Expires:

PREPARED BY: Conrad C. Bishop, Jr.
Attorney at Law
Post Office Box 167
Perry, Florida 32348

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to review and approve grant pre- application to the Federal Aviation Administration (FAA) requesting funding assistance for the rehabilitation of the concrete apron at Perry Foley Airport.

MEETING DATE REQUESTED:

January 20, 2015

Statement of Issue: Board to review and approve grant pre-application to FAA in the amount of \$628,650 for the rehabilitation of the concrete apron at Perry Foley Airport.

Recommended Action: Approve grant pre-application to FAA

Fiscal Impact: The County is submitting a grant pre-application in the amount of \$628,650. The County is requesting \$571,500 from FAA and \$57,150 from Florida Department of Transportation (FDOT) Aviation Division. The County will be requesting a waiver of match from FDOT under the Rural Economic Development Initiative (REDI). The project will be 100% grant funded if approved.

Budgeted Expense: Y/N Not Applicable

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: If the Board so approves, the County is submitting a grant pre-application to FAA requesting funding assistance for the rehabilitation of the concrete apron at Perry-Foley Airport. This is a competitive grant and if the pre-application in the amount of \$571,500 is approved, the County will submit a grant application for further review by FAA. If the FAA grant is approved, the County will submit an additional grant application to FDOT requesting funding assistance in the amount of \$57,150 as the project has an estimated cost of \$628,650. The concrete apron has been repaired several times and dates back to the 1940's.

Attachments: Application for Federal Assistance to FAA , required grant application attachments, and pictures of existing apron conditions.

APPLICATION FOR FEDERAL ASSISTANCE

1. TYPE OF SUBMISSION		2. DATE SUBMITTED	Applicant Identifier
Application	Preapplication	3. DATE RECEIVED BY STATE	State Application Identifier
<input type="radio"/> Construction	<input checked="" type="radio"/> Construction	4. DATE RECEIVED BY AGENCY	Federal Identifier
<input type="radio"/> Non-Construction	<input type="radio"/> Non-Construction		
5. APPLICANT INFORMATION			
Legal Name:		Organizational Unit:	
Taylor County, Florida		Perry Foley Airport	
Address (give city, county, state and zip code):		Name and telephone of the person to be contacted on matters involving this application (give area code)	
201 East Green Street Perry, Florida 32347		Melody Cox - Grants Administrator (850) 838-3553	
6. EMPLOYER IDENTIFICATION NUMBER (EIN):		7. TYPE OF APPLICANT: (enter appropriate letter in box)	
<div style="border: 1px solid black; padding: 2px;"> <div style="display: flex; justify-content: space-between;"> 59-6000879 </div> </div>		<div style="border: 1px solid black; padding: 2px; text-align: center;">B</div>	
8. TYPE OF APPLICATION		A. State B. County C. Municipal D. Township E. Interstate F. Intermunicipal G. Special District H. Independent School Dist. I. State Controlled Institution of Higher Learning J. Private University K. Indian Tribe L. Individual M. Profit Organization N. Other (Specify):	
<input checked="" type="radio"/> New <input type="radio"/> Continuation <input type="radio"/> Revision If Revision, enter appropriate letter(s) in box(es) <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <div style="border: 1px solid black; width: 30px; height: 20px;"></div> <div style="border: 1px solid black; width: 30px; height: 20px;"></div> </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <div>A. Increase Award D. Decrease Duration</div> <div>B. Decrease Award E. Other (specify):</div> <div>C. Increase Duration</div> </div>			
9. NAME OF FEDERAL AGENCY:		Federal Aviation Administration	
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NO.		11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT:	
<div style="border: 1px solid black; padding: 2px;"> <div style="display: flex; justify-content: space-between;"> 20-106 </div> </div>		Rehabilitate Concrete Apron Project	
12. AREAS AFFECTED BY PROJECT (cities, counties, states, etc.):			
Taylor County, Florida			
13. PROPOSED PROJECT		14. CONGRESSIONAL DISTRICTS OF:	
Start Date	Ending Date	a. Applicant	b. Project
06/01/15	06/01/16	District 2	District 2
15. ESTIMATED FUNDING:		16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?	
a. Federal	\$ 571,500.00	a. YES. THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON:	
b. Applicant	.00	DATE _____	
c. State	\$ 57,150.00	b. NO. <input type="radio"/> PROGRAM IS NOT COVERED BY E.O. 12372	
d. Local	.00	<input type="radio"/> OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW	
e. Other	.00		
f. Program Income	.00	17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?	
g. TOTAL	\$ 628,650.00	<input type="radio"/> Yes, if "Yes", attach an explanation <input checked="" type="radio"/> No	
18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED			
a. Typed Name of Authorized Representative		b. Title	c. Telephone
Ms. Patricia Patterson		Board Chair, Taylor County, Florida	(850) 838-3500
d. Signature of Authorized Representative		Date Signed	

PART II

PROJECT APPROVAL INFORMATION
SECTION AItem 1.

Does this assistance request require State, local, regional, or other priority rating?

☐ Yes ☒ No

Name of Governing Body _____

Primary Rating _____

Item 2.

Does this assistance request require State, or local advisory, educational or health clearances?

☐ Yes ☒ No (Attach Documentation)

Name of Agency or Board _____

Item 3.

Does this assistance request require clearinghouse review in accordance with OMB Circular A-95?

☐ Yes ☒ No

(Attach Comments)

Item 4.

Does this assistance request require State, local, regional or other planning approval?

☐ Yes ☒ No

Name of Approving Agency _____

Date _____

Item 5.

Is the proposal project covered by an approved comprehensive plan?

☐ Yes ☒ NoCheck one: State ☐
Local ☐
Regional ☐

Location of Plan _____

Item 6.

Will the assistance requested serve a Federal installation?

☐ Yes ☒ No

Name of Federal Installation _____

Federal Population benefiting from Project _____

Item 7.

Will the assistance requested be on Federal land or installation?

☐ Yes ☒ No

Name of Federal Installation _____

Location of Federal Land _____

Percent of Project _____

Item 8.

Will the assistance requested have an impact or effect on the environment?

☐ Yes ☒ No

See instruction for additional information to be provided

Item 9.

Will the assistance requested cause the displacement of individuals families, businesses, or farms?

☐ Yes ☒ NoNumber of:
Individuals. _____
Families. _____
Businesses. _____
Farms. _____Item 10.

Is there other related Federal assistance on this project previous, pending, or anticipated?

☐ Yes ☒ No

PART II - SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use. - The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

No land adjacent to the airport will be impacted. This project is a pavement rehabilitation project only.

2. Defaults. - The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

The Sponsor is not in default.

3. Possible Disabilities. - There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of Part V of this Application, either by limiting its legal or financial ability or otherwise, except as follows:

There are no facts or circumstances.

4. Land. - (a) The Sponsor holds the following property interest in the following areas of land* which are to be developed or used as part of or in connection with the Airport, subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

The project is located on the Perry Foley Airport. All lands are owned by the County.

State character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

PART II - SECTION C (Continued)

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land* on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

The Sponsor owns all the land necessary for the completion of this project.

(C) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land* which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

The Sponsor owns all the land necessary for the completion of this project.

5. Exclusive Rights. - There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

There is no grant of an exclusive right.

State character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

**PART IV
PROGRAM NARRATIVE**

PROJECT: Rehabilitate Concrete Apron

AIRPORT: Perry Foley Airport

1. Objective:

The objective of this project is to rehabilitate the existing concrete apron south of the airport terminal. The existing apron is showing signs of spalls and cracks and is in need of rehabilitation.

2. Benefits Anticipated:

This project will ensure safe operations at the airport. Spalls and cracks are producing foreign object debris (FOD) which can be harmful to aircraft. The aged pavement is also allowing moisture to penetrate the pavement and enter the base materials which can cause damage to the pavement.

3. Approach: (See approved Scope of Work in final Application)

This project will be scheduled once funding is approved. This work will be accomplished through a standard process which involves completion of the design, followed by a publicly advertised bid, and then construction by the approved entity.

4. Geographic Location:

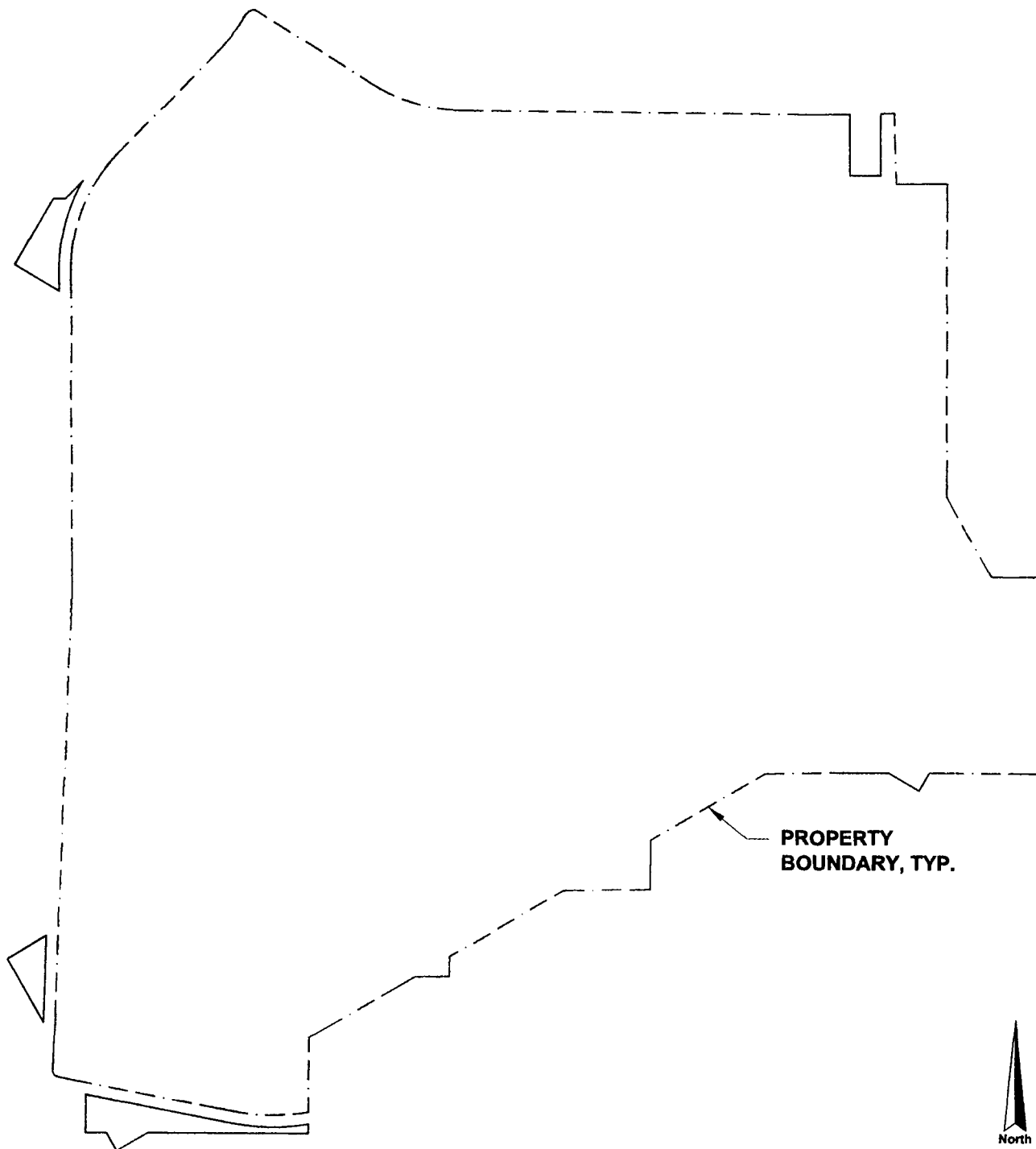
(See attached location map, **Attachment A**)

5. Justification for Force Account Work: (if applicable)

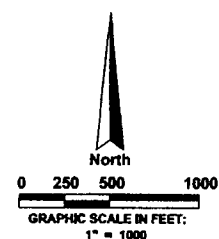
Not Applicable

6: Sponsor's Representative: (incl. address & tel. no.)

Melody Cox – Grants Administer, 201 East Green Street, Perry, FL 32347
(850) 838-3553



PROPERTY
BOUNDARY, TYP.



TAYLOR COUNTY

**PERRY-FOLEY AIRPORT
MASTER PLAN UPDATE**

**LOCATION MAP
ATTACHMENT A**

AVCON

AVCON, INC.
ENGINEERS & PLANNERS
320 DAYSHORE DRIVE, SUITE A - NICEVILLE, FL 32578-2425
OFFICE: (850) 678-0050 - FAX: (850) 678-0040
CORPORATE CERTIFICATE OF AUTHORIZATION NUMBER: 9057
www.avconinc.com

APPENDIX A. DOCUMENTED CATEX

Airport sponsors should use this form for projects eligible for a categorical exclusion (CATEX) that have greater potential for extraordinary circumstances or that otherwise require additional documentation, as described in the Environmental Orders (FAA Order 1050.1E and FAA Order 5050.4B).

To request a CATEX determination from the FAA, the sponsor should review potentially affected environmental resources, review the requirements of the applicable special purpose laws, and consult with the FAA Environmental Protection Specialist about the type of information needed. Complete this form and send it with any supporting environmental resource documentation to the appropriate FAA Airports Division/District Office. The form and supporting documentation should be provided in accordance with the provisions of FAA Order 5050.4B, paragraph 302b, to allow sufficient time for review. The CATEX cannot be approved until all information/documentation is received and all requirements have been fulfilled.

It is ultimately the sponsor's responsibility to ensure that all of the information necessary for the FAA to make an environmental determination is accurate and complete.

Name of Airport, LOC ID, and Location

Perry Foley Airport, 40J, Perry, Florida

Project Title

Rehabilitate Concrete Apron

Provide a brief, but complete description of the proposed project, including all project components, justification, estimated start date, and duration of the project. Include connected actions necessary to implement the proposed project (including but not limited to moving NAVAIDs, changing flight procedures, and designating or developing haul routes, new material or expanded material sources, staging or disposal areas). Attach a sketch or plan of the proposed project. Photos can also be helpful.

This project will rehabilitate the approximately 22,000 sy concrete apron south of the airport terminal. The rehabilitation shall include joint seal replacement, spall repair, and isolated concrete pavement replacement. The existing pavement is exhibiting cracks, spalls, and corner breaks which are resulting in FOD.

Provide a brief, but complete, description of the proposed project area. Include any unique or natural features within or surrounding the airport property.

The project area is located south of the airport terminal as shown in Attachment A.

Identify the appropriate CATEX paragraph(s) from Order 1050.1E (paragraph 307-312) or 5050.4B (tables 6-1 and 6-2) that apply to the project. Describe if the project differs in any way from the specific language of the CATEX or examples given as described in the Order.

FAA Order 5050.1E, 310e.

The circumstances one must consider when documenting a CATEX are listed below along with each of the impact categories related to the circumstance. Use FAA Environmental Orders 1050.1E,

5050.4B, and the Desk Reference for Airports Actions, as well as other guidance documents to assist you in determining what information needs to be provided about these resource topics to address potential impacts. Indicate whether or not there would be any effects under the particular resource topic and, **if needed**, cite available references to support these conclusions. Additional analyses and inventories can be attached or cited as needed.

304a. National Historic Preservation Act (NHPA) resources

Projects that have the potential to cause effects on historic properties require a Section 106 finding in order to meet the requirements of the NHPA regardless of the type of NEPA document being completed. Check with your local Airports Division/District Office to determine if a Section 106 finding is required. Consultation with the State Historic Preservation Officer/Tribal Historic Preservation Officer (SHPO/THPO) may be required, and should be conducted through the FAA.

	YES	NO
<p>Are there historic/cultural resources listed (or eligible for listing) on the National Register of Historic Places located in the Area of Potential Effect? If yes, provide a record of the historic and/or cultural resources located therein.</p> <p>Click here to enter text if necessary</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Does the project have the potential to cause effects? If yes, describe the nature and extent of the effects.</p> <p>Click here to enter text if necessary</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Is the project area previously undisturbed? If yes, provide more information.</p> <p>Click here to enter text if necessary</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Will the project impact tribal land or land of interest to tribes? If yes, describe the nature and extent of the effects and provide information on the tribe affected. Consultation with their THPO may be required.</p> <p>Click here to enter text if necessary</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

304b. Department of Transportation Act Section 4(f) and 6(f) resources

	YES	NO
<p>Are there any properties protected under Section 4(f) (as defined by FAA Order 1050.1E) in or near the project area? This includes publicly owned parks, recreation areas, and wildlife or waterfowl refuges of national, state or local significance or land from a historic site of national, state or local significance.</p> <p>Click here to enter text if necessary</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Will project construction or operation directly or constructively "use" any Section 4(f) resource? If yes, describe the nature and extent of the use and/or impacts, and why there are no prudent and feasible alternatives. See Desk Reference Chapter 7.</p> <p>Click here to enter text if necessary</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Will the project affect any recreational or park land purchased with Section 6(f) Land and Water Conservation Funds? If so, please explain, if there will be impacts to those properties.</p> <p>Click here to enter text if necessary</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

304c. Natural, Ecological, or Scenic Resources

This section covers a broad range of categories from farmlands to endangered species to coastal resources to wild and scenic rivers. Items to consider include:

Coastal Resources	YES	NO
<p>Will the project occur in or impact a coastal zone as defined by the State's Coastal Zone Management Plan (CZMP)? If yes, discuss the project's consistency with the State's CZMP. Attach the consistency determination if applicable.</p> <p>Click here to enter text if necessary</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Will the project occur in or impact the Coastal Barrier Resource System as defined by the US Fish and Wildlife Service?</p> <p>Click here to enter text if necessary</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Ecological Resources	YES	NO
<p>Are there any federal or state listed endangered, threatened, or candidate species or designated critical habitat in or near the project area? This includes species protected by individual statute, such as the Bald Eagle.</p> <p>Click here to enter text if necessary</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Does the project affect or have the potential to affect, directly or indirectly, any federal or state-listed, threatened, endangered or candidate species, or designated habitat? If yes, consultation between the FAA and the US Fish & Wildlife Service, National Marine Fisheries Service, and/or the appropriate state agency will be necessary. Provide a description of the impacts and how impacts will be avoided, minimized, or mitigated.</p> <p>Click here to enter text if necessary</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Does the project have the potential to take birds protected by the Migratory Bird Treaty Act? Describe steps to avoid, minimize or mitigation impacts (such as timing windows determined in consultation with the USFWS).</p> <p>Click here to enter text if necessary</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Does the project area contain resources protected by the Fish and Wildlife Coordination Act? If yes, describe any impacts and steps taken to avoid, minimize or mitigate impacts.</p> <p>Click here to enter text if necessary</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Does the project have the potential to impact fish habitat protected under the Magnuson-Stevens Act? If yes, after notifying the FAA and the airport sponsor will take the necessary consultation action. Actions may include preparing an Essential Fish Habitat assessment and consultation with the National Marine Fisheries Service. Describe any adverse impacts, and any conservation measures needed to avoid such impacts.</p> <p>Click here to enter text if necessary</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Farmland	YES	NO
Is there prime, unique, state or locally important farmland in/near the project area? Describe any significant impacts from the project. Click here to enter text if necessary	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Does the project include the acquisition and conversion of farmland? If farmland will be converted, describe coordination with the US Natural Resources Conservation and attach the completed Form AD-1006. Click here to enter text if necessary	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Floodplains	YES	NO
Will the project be located in, encroach upon or otherwise impact a floodplain? If yes, describe impacts and any agency coordination or public review completed including coordination with the local floodplain administrator. Attach the FEMA map if applicable and any documentation. Click here to enter text if necessary	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Wetlands and Other Waters of the U.S.	YES	NO
Are there any wetlands or other waters of the U.S. in or near the project area? Click here to enter text if necessary	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Has wetland delineation been completed within the proposed project area? If yes, please provide U.S. Army Corps of Engineers (USACE) correspondence and jurisdictional determination. Click here to enter text if necessary	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If a delineation was not completed, was a field check done to confirm the presence/absence of wetlands or other waters of the U.S.? If no to both, please explain what methods were used to determine the presence/absence of wetlands. Click here to enter text if necessary	<input checked="" type="checkbox"/>	<input type="checkbox"/>
If yes, will the project result in impacts, directly or indirectly (including tree clearing)? Describe any steps taken to avoid, minimize or mitigate the impact. Click here to enter text if necessary	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Wetlands and Other Waters of the U.S.	YES	NO
Is a USACE Clean Water Act Section 404 permit required? If yes, does the project fall within the parameters of a general permit? If so, which general permit? Click here to enter text if necessary	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Wild and Scenic Rivers	YES	NO
Is there a river on the Nationwide Rivers Inventory, a designated river in the National System, or river under State jurisdiction (including study or eligible segments) near the project? Click here to enter text if necessary	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Will the project directly or indirectly affect the river or an area within ¼ mile of its ordinary high water mark? Click here to enter text if necessary	<input type="checkbox"/>	<input checked="" type="checkbox"/>

304d. Disruption of an Established Community

	YES	NO
Will the project disrupt a community, planned development or be inconsistent with plans or goals of the community? Click here to enter text if necessary	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Are residents or businesses being relocated as part of the project? Click here to enter text if necessary	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Environmental Justice	YES	NO
Are there minority and/or low-income populations in/near the project area?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Will the project cause any disproportionately high and adverse impacts to minority and/or low-income populations? Attach census data if warranted. Click here to enter text if necessary	<input type="checkbox"/>	<input checked="" type="checkbox"/>

304e. Surface Transportation

	YES	NO
Will the project cause a significant increase in surface traffic congestion or cause a degradation of level of service provided?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Will the project require a permanent road relocation or closure? If yes, describe the nature and extent of the relocation or closure and indicate if coordination with the agency responsible for the road and emergency services has occurred. Click here to enter text if necessary	<input type="checkbox"/>	<input checked="" type="checkbox"/>

304f. Noise

	YES	NO
Will the project result in an increase in aircraft operations, nighttime operations, or change aircraft fleet mix? Click here to enter text if necessary	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Will the project cause a change in airfield configuration, runway use, or flight patterns - either during construction or after the project is implemented? Click here to enter text if necessary	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Does the forecast exceed 90,000 annual propeller operations, 700 annual jet operations or 10 daily helicopter operations or a combination of the above? If yes, a noise analysis may be required if the project would result in a change in operations. Click here to enter text if necessary	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Has a noise analysis been conducted, including but not limited to generated noise contours, a specific point analysis, area equivalent method analysis, or other screening method? If yes, provide that documentation.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Could the project have a significant impact (DNL 1.5 dB or greater increase) on noise levels over noise sensitive areas within the 65+ DNL noise contour? Click here to enter text if necessary	<input type="checkbox"/>	<input checked="" type="checkbox"/>

304g. Air Quality

	YES	NO
Is the project located in a Clean Air Act non-attainment or maintenance area?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If yes, is it listed as exempt, presumed to conform, or will emissions (including construction emissions) from the project be below <i>de minimis</i> levels? (Provide the paragraph citation for the exemption or presumed to conform list below, if applicable.) Is the project accounted for in the State Implementation Plan or specifically exempted? Attach documentation. If exempt or "presumed to conform", skip the next two questions. Click here to enter text if necessary	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Does the project have the potential to increase landside or airside capacity, including an increase of surface vehicles? Click here to enter text if necessary	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Could the project impact air quality or violate local, State, Tribal or Federal air quality standards under the Clean Air Act Amendment of 1990? Click here to enter text if necessary	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Does the airport have 180,000 general aviation and air taxi operations or 1.3 million enplanements annually? If yes, an air quality analysis may be required if the project would result in a change in operations. Click here to enter text if necessary	<input type="checkbox"/>	<input checked="" type="checkbox"/>

304h. Water Quality

Airport projects may cause water quality impacts due to their proximity to waterways. Airport related water quality impacts can occur from both point and non-point (stormwater runoff) sources.

	YES	NO
Are there water resources within or near the project area? These include groundwater, surface water (lakes, rivers, etc.), sole source aquifers, and public water supply. If yes, provide a description of the resource, including the location (distance from project site, etc.). Click here to enter text if necessary	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Will the project impact any of the identified water resources? Describe any steps that will be taken to protect water resources during and after construction. Click here to enter text if necessary	<input type="checkbox"/>	<input checked="" type="checkbox"/>

	YES	NO
<p>Will the project increase the amount or rate of stormwater runoff? Describe any steps that will be taken to ensure it will not impact water quality.</p> <p>Click here to enter text if necessary</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Does the project have the potential to violate federal, state, tribal or local water quality standards established under the Clean Water and Safe Drinking Water Acts?</p> <p>Click here to enter text if necessary</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Are any permits required? If yes, list the appropriate permits.</p> <p>Click here to enter text if necessary</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

304i. Highly Controversial on Environmental Grounds

	YES	NO
<p>Is the project highly controversial? The term "highly controversial" means a substantial dispute exists as to the size, nature, or effect of a proposed federal action. The effects of an action are considered highly controversial when reasonable disagreement exists over the project's risks of causing environmental harm. Mere opposition to a project is not sufficient to be considered highly controversial on environmental grounds. Opposition on environmental grounds by a federal, state, or local government agency or by a tribe or a substantial number of the persons affected by the action should be considered in determining whether or not reasonable disagreement exists regarding the effects of a proposed action.</p> <p>Click here to enter text if necessary</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

304j. Inconsistent with Federal, State, Tribal or Local Law

	YES	NO
<p>Will the project be inconsistent with plans, goals, policy, zoning, or local controls that have been adopted for the area in which the airport is located?</p> <p>Click here to enter text if necessary</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Is the project incompatible with surrounding land uses?</p> <p>Click here to enter text if necessary</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

304k. Lighting, Visual, Hazardous Materials, Construction Impacts, Etc.**Light Emissions and Visual Effects**

Airport related lighting facilities and activities could affect surrounding light-sensitive areas such as homes, parks, recreation areas, etc. Visual affects deal broadly with the extent to which airport development contrasts with the existing environment/setting.

	YES	NO
Will the proposed project produce light emission impacts? Click here to enter text if necessary	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Will there be visual or aesthetic impacts as a result of the proposed project and/or have there been concerns expressed about visual/aesthetic impacts? Click here to enter text if necessary	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Hazardous Materials

Federal, State, and local laws regulate hazardous materials use, storage, transport or disposal. Disrupting sites containing hazardous materials or contaminants may cause significant impacts to soil, surface water, groundwater, air quality, humans, wildlife, and the organisms using these resources. This category also includes solid waste and hazardous substances.

	YES	NO
Does the project involve or affect hazardous materials? Click here to enter text if necessary	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Will construction take place in an area that contains or previously contained hazardous materials? Click here to enter text if necessary	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If the project involves land acquisition, is there a potential for this land to contain hazardous materials or contaminants? Click here to enter text if necessary	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Will the proposed project produce hazardous and/or solid waste either during construction or after? If yes, how will the additional waste be handled? The demolished concrete pavement shall be properly disposed on in a landfill.	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Construction

Construction may cause various environmental effects including, but not limited to, increases in dust, aircraft and heavy equipment emissions, stormwater runoff, spill/leaking petroleum, and noise.

	YES	NO
Will the project result in construction impacts, such as reducing local air quality, increase erosion, pollutant runoff, or noise, or disrupt local traffic patterns? If yes, describe measures to avoid and minimize construction impacts. Click here to enter text if necessary	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Will the project create short term impacts? Click here to enter text if necessary	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Will the project result in long term/permanent impacts? Click here to enter text if necessary	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Energy Supply and Natural Resources	YES	NO
Will the project change energy requirements or use consumable natural resources? Click here to enter text if necessary	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Will the project change aircraft/vehicle traffic patterns that could alter fuel usage? Click here to enter text if necessary	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Public Involvement

Through public participation, federal agencies disclose information about a proposed project and expected environmental effects. Many of the special purpose laws (National Historic Preservation Act, Clean Water Act, etc.) require public notice and the opportunity for public involvement.

	YES	NO
Was there any public notification or involvement? If yes, provide documentation. Click here to enter text if necessary	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Indirect/Secondary/Induced Impacts

Indirect/Secondary/Induced Impacts are caused by the action and are later in time or farther removed in distance, but are still reasonably foreseeable. They may include growth inducing effects and other effects related to induced changes in the pattern of land use, population density or growth rate, and related effects on air and water and other natural systems, including ecosystems.

	YES	NO
Will the project result in indirect/secondary/induced impacts? Click here to enter text if necessary	<input type="checkbox"/>	<input checked="" type="checkbox"/>
When considered with other past, present, and reasonably foreseeable future projects, on or off airport property and regardless of funding source, would the proposed project result in a significant cumulative impact? Click here to enter text if necessary	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Permits

List any permits required for the proposed project that have not been previously discussed. Provide details on the status of permits.

None.

Environmental Commitments

List all measures and commitments made to avoid, minimize, mitigate, and compensate for impacts on the environment, which are needed for this project to qualify for a CATEX.

Click here to enter text if necessary

Preparer Information**Point of Contact:** John Collins, P.E.**Address:** 320 Bayshore Drive, Suite A**City:** Niceville**State:** Florida**ZIP code:** 32578**Phone Number:** 850-678-0050**Email Address:** jcollins@avconinc.com**Signature:** John Collins**Date:** 1-5-15**Airport Sponsor Information and Certification**

(may not be delegated to consultant)

Provide contact information for the designated sponsor point of contact and any other individuals requiring notification of the FAA decision.

Point of Contact: Ms. Patricia Patterson**Address:** 201 East Green Street**City:** Perry**State:** Florida**ZIP code:** 32347**Phone Number:** 850-838-3500**Email Address:** tcbcc@taylorcountygov.com**Additional Name(s):** Click here to enter text.**Additional Email Address(es):** Click here to enter text.

I certify that the information I have provided above is, to the best of my knowledge, correct. I also recognize and agree that no construction activity, including but not limited to site preparation, demolition, or land disturbance, shall proceed for the above proposed project(s) until FAA issues a final environmental decision for the proposed project(s) and until compliance with all other applicable FAA approval actions (e.g., ALP approval, airspace approval, grant approval) has occurred.

Signature: _____**Date:** _____

FAA Decision

Having reviewed the above information, certified by the responsible airport official, it is the FAA's decision that the proposed project (s) or development warrants environmental processing as indicated below.

- ☐ No further NEPA review required. Project is categorically excluded per (cite applicable 1050.1E CATEX that applies)
- ☐ An Environmental Assessment (EA) is required.
- ☐ An Environmental Impact Statement (EIS) is required.
- ☐ The following additional documentation is necessary for FAA to perform a complete environmental evaluation of the proposed project.

Click here to enter text if necessary

Name: _____ Title: _____

Responsible FAA Official

Signature: _____ Date: _____

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO APPROVE TWO GRANT AWARDS COMBINED INTO ONE CONTRACT FOR ARTIFICIAL REEFS FROM THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION, DIVISION OF MARINE FISHERIES MANAGEMENT, AS AGENDAED BY GEOFF WALLAT, UNIVERSITY OF FLORIDA SEA GRANT AGENT.

MEETING DATE REQUESTED:

JANUARY 20, 2015

Statement of Issue:

TAYLOR COUNTY HAS BEEN AWARDED TWO GRANTS FOR ARTIFICIAL REEF CONSTRUCTION AT \$60,000 EACH FOR A TOTAL AWARD OF \$120,000. THE BOARD HAS AGREED TO MATCH EACH GRANT IN THE AMOUNT OF \$3,000 FOR A TOTAL OF \$6,000.

Recommended Action:

APPROVE GRANT CONTRACTS

Fiscal Impact:

\$3,000 MATCHING GRANTS EACH (\$6,000) TOTAL FROM THE BOARD OF COUNTY COMMISSIONERS.

Budgeted Expense:

Submitted By:

GEOFF WALLAT

Contact:

850-838-3508

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

Attachments:



January 9, 2015

Geoff Wallat
Taylor County Sea Grant
203 Forest Park Dr.
Perry, FL 32348

**Florida Fish
and Wildlife
Conservation
Commission**

RE: Grant Agreement FWC-14025
Artificial Reef Construction

Dear Mr. Wallat:

Please find enclosed two (2) original copies of the above referenced Grant Agreement for your review and signature. Please sign the signature page (Page 18 of 18). Please sign and date both copies and return all signed copies to me by courier service at the following address:

Keith Mille
FWC Division of Marine Fisheries Management
2590 Executive Center Circle East, Suite 203
Tallahassee, Florida 32301

Upon execution of the Grant Agreement by the Florida Fish and Wildlife Conservation Commission, an original, signed copy will be returned for your file.

All work must be completed no later than December 31, 2015. The funds are for the 2013-14 fiscal year appropriation to the Commission's artificial reef program. Note that the terms of the Grant Agreement incorporate the terms of your project as specified in your grant application, and the requirements of Chapter 68R-9, F.A.C. If you have any questions regarding the Grant Agreement, please contact me at (850) 617-9633 or by email at keith.mille@myfwc.com.

Sincerely,

Keith Mille, Fisheries Biologist IV
Artificial Reef Program
Division of Marine Fisheries Management

Executive Staff
Nick Wiley
Executive Director
Eric Sutton
Assistant Executive Director
Jennifer Fitzwater
Chief of Staff

Division of Marine
Fisheries Management
Jessica McCawley
Director

(850) 487-0554
(850) 487-4847 FAX

*Managing fish and wildlife
resources for their long-term
well-being and the benefit
of people.*

620 South Meridian Street
Tallahassee, Florida
32399-1600
Voice: (850) 488-4676

Hearing/speech-impaired:
(800) 955-8771 (T)
(800) 955-8770 (V)

MyFWC.com

KJM
Enclosures

**STATE OF FLORIDA
FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION**

AGREEMENT NO. 14025

CFDA Title(s): not applicable	CFDA No(s): not applicable
Name of Federal Agency(s): not applicable	
Federal Award No(s): not applicable	Federal Award Year(s): not applicable
Federal Award Name(s): not applicable	
CSFA Title(s): Florida Artificial Reef Program	CSFA No(s): 77-007
State Award No(s): FWC-14025	State Award Year(s): FY2014-15
State Award Name(s): Taylor County Artificial Reef Construction 2015	

This Agreement is entered into by and between the Florida Fish and Wildlife Conservation Commission, whose address is 620 South Meridian Street, Tallahassee, Florida 32399-1600, hereafter "Commission," and Taylor County, FEID # 59-6000879, whose address is 201 East Green Street, hereinafter "Grantee."

WHEREAS, the Commission and Grantee have partnered together to construct an artificial reef comprised of a minimum of 224 prefabricated concrete modular artificial reef modules placed at fourteen patch reefs (16 modules each) within the Steinhatchee Fisheries Management Area located 17.5 nautical miles west from the mouth of the Steinhatchee river, depths 45 - 51 feet in the Gulf of Mexico; and,

WHEREAS, Grantee has been awarded Agreement FWC-14025 ; and,

WHEREAS, such benefits are for the ultimate good of the State of Florida, its resources, wildlife, and public welfare.

NOW THEREFORE, the Commission and the Grantee, for the considerations hereafter set forth, agree as follows:

- 1. PROJECT DESCRIPTION.** The Grantee shall provide the services and perform the specific responsibilities and obligations, as set forth in the Scope of Work, attached hereto as Attachment A and made a part hereof (hereafter, Scope of Work). The Scope of Work specifically identifies project tasks and accompanying deliverables. These deliverables must be submitted and approved by the Commission prior to any payment. The Commission will not accept any deliverable that does not comply with the specified required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable. If this agreement is the result of Grantee responses to the Commission's request for competitive or other grant proposals, the Grantee's response is hereby incorporated by reference.
- 2. PERFORMANCE.** The Grantee shall perform the activities described in the Scope of Work in a proper and satisfactory manner. Unless otherwise provided for in the Scope of Work, any and all equipment,

products or materials necessary or appropriate to perform under this Agreement shall be supplied by the Grantee. Grantee shall obtain all necessary local, state, and federal authorizations necessary to complete this project, and the Grantee shall be licensed as necessary to perform under this Agreement as may be required by law, rule, or regulation; the Grantee shall provide evidence of such compliance to the Commission upon request. The Grantee shall procure all supplies and pay all charges, fees, taxes and incidentals that may be required for the completion of this Agreement. By acceptance of this Agreement, the Grantee warrants that it has the capability in all respects to fully perform the requirements and the integrity and reliability that will assure good-faith performance as a responsible Grantee. Grantee shall immediately notify the Commission's Grant Manager in writing if its ability to perform under the Agreement is compromised in any manner during the term of the Agreement. The Commission shall take appropriate action, including potential termination of this Agreement pursuant to Paragraph nine (9) below, in the event the Grantee's ability to perform under this Agreement becomes compromised.

3. AGREEMENT PERIOD.

- A. Agreement Period and Commission's Limited Obligation to Pay.** This Agreement is made pursuant to a grant award and shall be effective upon execution by the last Party to sign, and shall remain in effect through 12/31/2015. However, as authorized by Rule 68-1.003, F.A.C., referenced grant programs may execute Agreements with a retroactive start date of no more than sixty (60) days, provided that approval is granted from the Executive Director or his/her designee and that it is in the best interest of the Commission and State to do so. Agreements executed under this grant award shall not precede a start date of 01/19/2015. For this agreement, the retroactive start date was not approved. The Commission's Grant Manager shall confirm the specific start date of the Agreement by written notice to the Grantee. The Grantee shall not be eligible for reimbursement or compensation for grant activities performed prior to the start date of this Agreement nor after the end date of the Agreement. For this agreement, preaward costs are not eligible for reimbursement. If necessary, by mutual agreement as evidenced in writing and lawfully executed by the Parties, an Amendment to this Agreement may be executed to lengthen the Agreement period.

4. COMPENSATION AND PAYMENTS.

- A. Compensation.** As consideration for the services rendered by the Grantee under the terms of this Agreement, the Commission shall pay the Grantee on a cost reimbursement basis in an amount not to exceed \$120,000.
- B. Payments.** The Commission shall pay the Grantee for satisfactory performance of the tasks identified in Attachment A, Scope of Work, as evidenced by the completed deliverables, upon submission of invoices, accompanied by supporting documentation sufficient to justify invoiced expenses or fees, and after acceptance of services and deliverables in writing by the Commission's Grant Manager identified in Paragraph eleven (11), below. Unless otherwise specified in the Scope of Work, invoices shall be due monthly, commencing from the start date of this Agreement. Invoices must be legible and must clearly reflect the Deliverables that were provided in accordance with the terms of the Agreement for the invoice period. Unless otherwise specified in the Scope of Work, a final invoice shall be submitted to the Commission no later than forty-five (45) days following the expiration date of this Agreement to assure the availability of funds for payment. Further, pursuant to Section 215.971(1)(d), F.S., the Commission may only reimburse the Grantee for allowable costs resulting from obligations incurred during the agreement period specified in Paragraph three (3).

- C. Invoices.** Each invoice shall include the Commission Agreement Number and the Grantee's Federal Employer Identification (FEID) Number. Invoices, with supporting documentation, may be submitted electronically to the attention of the Commission's Grant Manager identified in Paragraph eleven (11), below. If submitting hard copies, an original and two (2) copies of the invoice, plus all supporting documentation, shall be submitted. All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Grantee acknowledges that the Commission's Grant Manager shall reject invoices lacking documentation necessary to justify invoiced expenses.
- D. Match.** Pursuant to grant program guidelines, the Grantee is not required to contribute non-federal match towards this Agreement. If applicable, details regarding specific match requirements are included in Attachment A, Scope of Work.
- E. Travel Expenses.** If authorized in Attachment A, Scope of Work, travel expenses shall be reimbursed in accordance with Section 112.061, F.S.
- F. State Obligation to Pay.** The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation and authorization to spend by the Legislature. The Parties hereto understand that this Agreement is not a commitment to future appropriations, but is subject to appropriation and authority to spend provided by the Legislature. The Commission shall be the final authority as to the availability of funds for this Agreement, and as to what constitutes an "annual appropriation" of funds to complete this Agreement. If such funds are not appropriated or available for the Agreement purpose, such event will not constitute a default on behalf of the Commission or the State. The Commission's Grant Manager shall notify the Grantee in writing at the earliest possible time if funds are not appropriated or available.
- G. Non-Competitive Procurement and Rate of Payment.** Section 216.3475, F.S., requires that under non-competitive procurements, a Grantee may not receive a rate of payment in excess of the competitive prevailing rate for those services unless expressly authorized in the General Appropriations Act. If applicable, Grantee warrants, by execution of this Agreement, that the amount of non-competitive compensation provided in this Agreement is in compliance with Section 216.3475, F.S.
- H. Time Limits for Payment of Invoices.** Payments shall be made in accordance with Sections 215.422 and 287.0585, F.S., which govern time limits for payment of invoices. Section 215.422, F.S. provides that agencies have five (5) working days to inspect and approve Deliverables, or the Scope of Work specifies otherwise. If payment is not available within forty (40) days, measured from the latter of the date the invoice is received or the Deliverables are received, inspected and approved, a separate interest penalty set by the Department of Financial Services pursuant to Section 55.03(1), F.S., will be due and payable in addition to the invoice amount. Invoices returned to a vendor due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the agency.
- I. Electronic Funds Transfer.** Grantee agrees to enroll in Electronic Funds Transfer (EFT), offered by the State's Chief Financial Officer, within thirty (30) days of the date the last Party has signed this Agreement. Copies of the Authorization form and a sample blank enrollment letter can be found on the vendor instruction page at:

http://www.fldfs.com/aadir/direct_deposit_web/Vendors.htm

Questions should be directed to the State of Florida's EFT Section at (850) 413-5517. Once enrolled, invoice payments will be made by EFT.

J. Vendor Ombudsman. A Vendor Ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a State agency, may be contacted at (850) 413-5516 or by calling the Chief Financial Officer's Hotline, (800) 342-2762.

5. CERTIFICATIONS AND ASSURANCES. Upon execution of this Agreement by the Grantee, the Grantee shall complete, sign and return to the Commission's Grant Manager a completed copy of the form entitled "Certifications and Assurances," attached hereto and incorporated as Attachment B. This includes: Debarment and Suspension Certification; Certification Against Lobbying; Certification Regarding Public Entity Crimes; and Certification Regarding the Scrutinized Companies List (applicable to agreements in excess of \$1 million); Attachment B, incorporated and made part of this Agreement.

6. RETURN OR RECOUPMENT OF FUNDS.

A. Overpayment to Grantee. Pursuant to Section 215.971(1)(e)&(f), F.S., the Grantee shall return to the Commission any overpayments due to unearned funds or funds disallowed pursuant to the terms of this Agreement that were disbursed to Grantee by the Commission. In the event that the Grantee or its independent auditor discovers that overpayment has been made, the Grantee shall repay said overpayment within forty (40) calendar days without prior notification from the Commission. In the event that the Commission first discovers an overpayment has been made, the Commission will notify the Grantee in writing. Should repayment not be made in a timely manner, the Commission shall be entitled to charge interest at the lawful rate of interest established pursuant to Section 55.03(1), F.S., on the outstanding balance beginning forty (40) calendar days after the date of notification or discovery. Refunds should be sent to the Commission's Grant Manager, and made payable to the "The Florida Fish and Wildlife Conservation Commission."

B. Additional Costs or Monetary Loss Resulting from Grantee Non-Compliance. If the Grantee's non-compliance with any provision of the Agreement results in additional cost or monetary loss to the Commission or the State of Florida to the extent allowed by Florida Law, the Commission can recoup that cost or loss from monies owed to the Grantee under this Agreement or any other agreement between Grantee and the Commission. In the event that the discovery of this cost or loss arises when no monies are available under this Agreement or any other agreement between the Grantee and the Commission, the Grantee will repay such cost or loss in full to the Commission within thirty (30) days of the date of notice of the amount owed, unless the Commission agrees, in writing, to an alternative timeframe. If the Grantee is unable to repay any cost or loss to the Commission, the Commission shall notify the State of Florida, Department of Financial Services, for resolution pursuant to Section 17.0415, F.S.

7. COMMISSION EXEMPT FROM TAXES, PROPERTY EXEMPT FROM LIEN. The Grantee recognizes that the State of Florida, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Agreement.

If the Grant involves the improvement of real property titled to the State of Florida, then the following paragraph applies. The Grantee acknowledges that Property being improved is titled to the State of Florida, and is not subject to lien of any kind for any reason. The Grantee shall include notice of such exemptions in any subcontracts and purchase orders issued hereunder.

8. **MONITORING.** The Commission's Grant Manager shall actively monitor the Grantee's performance and compliance with the terms of this Agreement. The Commission reserves the right for any Commission staff to make scheduled or unscheduled, announced or unannounced monitoring visits. Specific monitoring terms, conditions, and schedules may be included in Attachment A, Scope of Work.

9. **TERMINATION.**

- A. **Commission Termination.** The Commission may unilaterally terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar days of written notice of its intent to terminate. The Grantee shall not be entitled to recover any cancellation charges or lost profits. The Grantee may request termination of the Agreement for convenience.
- B. **Termination – Fraud or Willful Misconduct.** This Agreement shall terminate immediately in the event of fraud or willful misconduct. In the event of such termination, the Commission shall provide the Grantee with written notice of termination.
- C. **Termination – Other.** The Commission may terminate this Agreement if the Grantee fails to: 1.) comply with all terms and conditions of this Agreement; 2.) produce each deliverable within the time specified by the Agreement or extension; 3.) maintain adequate progress, thus endangering the performance of the Agreement; or, 4.) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences for default. The rights and remedies of the Commission in this clause are in addition to any other rights and remedies provided by law or under the Agreement. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- D. **Termination - Funds Unavailability.** In the event funds to finance this Agreement become unavailable or if federal or state funds upon which this Agreement is dependent are withdrawn or redirected, the Commission may terminate this Agreement upon no less than twenty-four (24) hours notice in writing to the Grantee. Said notice shall be delivered by certified mail, return receipt requested or in person with proof of delivery. The Commission shall be the final authority as to the availability of funds and will not reallocate funds appropriated for this Agreement to another program thus causing "lack of funds." In the event of termination of this Agreement under this provision, the Grantee will be compensated for any work satisfactorily completed and any non-cancellable obligations properly incurred prior to notification of termination.
- E. **Grantee Discontinuation of Activities upon Termination Notice.** Upon receipt of notice of termination, the Grantee shall, unless the notice directs otherwise, immediately discontinue all activities authorized hereunder. Upon termination of this Agreement, the Grantee shall promptly render to the Commission all property belonging to the Commission. For the purposes of this section, property belonging to the Commission shall include, but shall not be limited to, all books and records kept on behalf of the Commission.

10. **REMEDIES.**

- A. **Financial Consequences.** In accordance with Sections 215.971(1)(a)&(b), F.S., Attachment A, Scope of Work, contains clearly established tasks in quantifiable units of deliverables that must be received and accepted in writing by the agency before payment. Each deliverable specifies the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable. If the Grantee fails to produce each deliverable within the time frame specified by the Scope of Work, the budget amount allocated for that deliverable may be

deducted from the Grantee's payment. In addition, pursuant to Section 215.971(1)(c), the Commission shall apply any additional financial consequences, identified in the Scope of Work.

- B. Cumulative Remedies.** The rights and remedies of the Commission in this paragraph are in addition to any other rights and remedies provided by law or under the Agreement.

- 11. NOTICES AND CORRESPONDENCE.** Any and all notices shall be delivered to the individuals identified below. In the event that either Party designates a different Grant Manager after the execution of this Agreement, the Party will provide written notice of the name, address, zip code, telephone and fax numbers, and email address of the newest Grant Manager, or an individual authorized to receive notice on behalf of that Party, to all other Parties as soon as possible, but not later than five (5) business days after the new Grant Manager has been named. A designation of a new Grant Manager shall not require a formal amendment to the Agreement.

FOR THE COMMISSION:

Grant Manager
Keith Mille
Fisheries Biologist IV
Division of Marine Fisheries Management
2590 Executive Center Circle East, Suite 203
Tallahassee, FL 32301
Phone: (850) 617-9633
Fax: (850) 487-4847
keith.mille@myfwc.com

FOR THE GRANTEE:

Grant Manager
Geoff Wallat
Sea Grant Agent #2
Taylor County
203 Forest Park Drive
Perry, FL 32348
Phone: (850) 838-3546
Fax: (850) 838-3546
gwallat@ufl.edu

12. AMENDMENT.

- A. Waiver or Modification.** No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and lawfully executed by the Parties.
- B. Change Orders.** The Commission may, at any time, by written order, make a change to this Agreement. Such changes are subject to the mutual agreement of both Parties as evidenced in writing. Any change which causes an increase or decrease in the Grantee's cost or time shall require an Amendment. Minor changes, such as those updating a Party's contact information, may be accomplished by a Modification.
- C. Renegotiation upon Change in Law or Regulation.** The Parties agree to renegotiate this Agreement if federal and/or state revisions of any applicable laws or regulations make changes in the Agreement necessary.

13. INTELLECTUAL PROPERTY RIGHTS.

- A. Grantee's Preexisting Intellectual Property (Proprietary) Rights.** Unless specifically addressed in the Attachment A, Scope of Work, intellectual property rights to the Grantee's preexisting property will remain with the Grantee.
- B. Proceeds Related to Intellectual Property Rights.** Proceeds derived from the sale, licensing, marketing or other authorization related to any intellectual property right created or otherwise developed by the Grantee under this Agreement for the Commission shall be handled in the manner specified by the applicable Florida State Statute and/or Federal program requirements.

- C. **Commission Intellectual Property Rights.** Where activities supported by this Agreement produce original writing, sound recordings, pictorial reproductions, drawings or other graphic representations and works of any similar nature, the Commission and the State of Florida have the unlimited, royalty-free, nonexclusive, irrevocable right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the Commission to do so. If this Agreement is supported by federal funds, the federal awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes, and to authorize others to do so.

14. RELATIONSHIP OF THE PARTIES.

- A. **Independent Grantee.** The Grantee shall perform as an independent Grantee and not as an agent, representative, or employee of the Commission. The Grantee covenants that it presently has no interest and shall not acquire any interest that would conflict in any manner or degree with the performance of services required. Each Party hereto covenants that there is no conflict of interest or any other prohibited relationship between the Grantee and the Commission.
- B. **Grantee Training and Qualifications.** Grantee agrees that all Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification.
- C. **Commission Security.** All employees, subcontractors, or agents performing work under the Agreement must comply with all security and administrative requirements of the Commission. The Commission may conduct, and the Grantee shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Grantee. The Commission may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with the Commission's other requirements. Such refusal shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Commission, in coordination with the Grantee, may reject and bar from any facility for cause any of Grantee's employees, subcontractors, or agents.
- D. **Commission Rights to Assign or Transfer.** The Grantee agrees that the State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida, upon giving prior written notice to the Grantee.
- E. **Commission Rights to Undertake and Award Supplemental Agreements.** Grantee agrees that the Commission may undertake or award supplemental agreements for work related to the Agreement. The Grantee and its subcontractors shall cooperate with such other Grantees and the Commission in all such cases.

15. SUBCONTRACTS.

- A. **Authority.** Grantee is permitted to subcontract work under this Agreement, therefore, the following terms and conditions apply. The Grantee shall ensure, and provide assurances to the Commission upon request, that any subcontractor selected for work under this Agreement has the necessary qualifications and abilities to perform in accordance with the terms and conditions of this Agreement. The Grantee must provide the Commission with the names of any subcontractor considered for work under this Agreement; the Commission in coordination with the Grantee reserves the right to reject any subcontractor. The Grantee agrees to be responsible for all work

performed and all expenses incurred with the project. Any subcontract arrangements must be evidenced by a written document available to the Commission upon request. The Grantee further agrees that the Commission shall not be liable to the extent allowed by law, to any subcontractor for any expenses or liabilities incurred under the subcontract and the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

- B. Grantee Payments to Subcontractor.** If subcontracting is permitted pursuant to Paragraph A, above, Grantee agrees to make payments to the subcontractor upon completion of work and submitted invoice in accordance with the contract between the Grantee and subcontractor. Failure to make payment pursuant to any subcontract will result in a penalty charged against Grantee and paid to the subcontractor in the amount of one-half of one (1) percent of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15) percent of the outstanding balance due."
- C. Commission Right to Reject Subcontractor Employees.** The Commission in coordination with Grantee shall retain the right to reject any of the Grantee's or subcontractor's employees whose qualifications or performance, in the Commission's judgment, are insufficient.
- D. Subcontractor as Independent Contractor.** If subcontracting is permitted pursuant to Paragraph A above, the Grantee agrees to take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State of Florida.

16. MANDATORY DISCLOSURE.

- A. Disclosure of Interested State Employees.** This Agreement is subject to Chapter 112, F.S. Grantee shall provide the name of any officer, director, employee, or other agent who is affiliated with this project and an employee of the State of Florida.
- B. Prompt Disclosure of Litigation, Investigations, Arbitration, or Administrative Proceedings.** Throughout the term of the Agreement, the Grantee has a continuing duty to promptly disclose to the Commission's Agreement Manager, upon occurrence, all civil or criminal litigation, investigations, arbitration, or administrative proceedings (Proceedings) relating to or affecting the Grantee's ability to perform under this agreement. If the existence of such Proceeding causes the Commission concern that the Grantee's ability or willingness to perform the Agreement is jeopardized, the Grantee may be required to provide the Commission with reasonable assurances to demonstrate that: a.) the Grantee will be able to perform the Agreement in accordance with its terms and conditions; and, b.) Grantee and/or its employees or agents have not and will not engage in conduct in performing services for the Commission which is similar in nature to the conduct alleged in such Proceeding.

17. INSURANCE.

The Grantee warrants and represents that it is insured, or self-insured for liability insurance, in accordance with applicable state law and that such insurance or self-insurance offers protection applicable to the Grantee's officers, employees, servants and agents while acting within the scope of their employment with the Grantee.

18. PUBLIC ENTITY CRIMES.

- A. Convicted Vendor List.** Pursuant to Subsection 287.133(2)(a), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may

not be awarded or perform work as a Grantee, supplier, subcontractor or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

The State of Florida, Department of Management Services, Division of State Purchasing provides listings for convicted, suspended, discriminatory and federal excluded parties, as well as the vendor complaint list at:

http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists

- B. Notice of Conviction of Public Entity Crime.** Any person must notify the Department of Management Services and the Commission within 30 days after conviction of a public entity crime applicable to that person or an affiliate of that person as defined in Section 287.133, F.S.
- C. Certifications and Assurances.** Upon execution of this Agreement by the Grantee, the Grantee shall complete, sign and return to the Commission's Grant Manager a completed copy of the form entitled "Certifications and Assurances," attached hereto and incorporated as Attachment B. This includes the Certification Regarding Public Entity Crimes.

19. VENDORS ON SCRUTINIZED COMPANIES LIST.

- A. Scrutinized Companies.** If this Agreement is in the amount of one (1) million dollars or more, in executing this Agreement, the Grantee certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S., and is not engaged in business operations in Cuba or Syria.
- B. False Certification – Termination.** Pursuant to Subsection 287.135(3)(b), F.S., the Commission may immediately terminate this Agreement for cause if the Grantee is found to have submitted a false certification or if, during the term of the Agreement, the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engages in business operations in Cuba or Syria.
- C. Cessation of Federal Authority.** In the event that federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified in this paragraph, this provision shall be null and void to the extent no longer authorized.

- 20. SPONSORSHIP.** As required by Section 286.25, F.S., if the Grantee is a nongovernmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of Florida, Fish and Wildlife Conservation Commission." If the sponsorship reference is in written material, the words "State of Florida, Fish and Wildlife Conservation Commission" shall appear in the same size letters or type as the name of the Grantee's organization. Additional sponsorship requirements may be specified in Attachment A, Scope of Work.

21. PUBLIC RECORDS.

- A.** This Agreement may be unilaterally canceled by the Commission for refusal by the Grantee to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S., and made or received by the Grantee in conjunction with this Agreement, unless exemption for such records is allowable under Florida law.

B. Pursuant to Section 119.0701, F.S., the Grantee shall comply with the following:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the Commission in order to perform the service.
- b. Provide the public with access to public records on the same terms and conditions that the Commission would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S. 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 Commission all public records in possession of the Grantee upon termination of the Agreement 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 Commission.

22. SECURITY AND CONFIDENTIALITY. The Grantee shall not divulge to third parties any clearly marked confidential information obtained by the Grantee or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Grant work. To ensure confidentiality, the Grantee shall take appropriate steps regarding its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Grant.

23. RECORD KEEPING REQUIREMENTS.

- A. Grantee Responsibilities.** The Grantee shall maintain accurate books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement, in accordance with generally accepted accounting principles.
- B. State Access to Grantee Books, Documents, Papers, and Records.** The Grantee shall allow the Commission, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or authorized representatives of the state or federal government to have access to any of the Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.
- C. Grantee Records Retention.** Unless otherwise specified in Attachment A, Scope of Work, these records shall be maintained for five (5) years following the close of this Agreement. The Grantee shall cooperate with the Commission to facilitate the duplication and transfer of such records upon the Commission's request.
- D. Grantee Responsibility to Include Records Requirements – Subcontractors.** In the event any work is subcontracted under this Agreement, the Grantee shall include the aforementioned audit and record keeping requirements in all subsequent contracts.
- E. Compliance with Federal Funding Accountability and Transparency.** Any federal funds awarded under this Agreement must comply with the Federal Funding Accountability and Transparency Act (FFATA) of 2006. The intent of the FFATA is to empower every American with the ability to hold the government accountable for each spending decision. The result is to reduce wasteful spending in the government. The FFATA legislation requires that information on

federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website: www.USASpending.gov. Grant recipients awarded a new Federal grant greater than or equal to \$25,000 awarded on or after October 1, 2010 are subject to the FFATA. The Grantee agrees to provide the information necessary, over the life of this Agreement, for the Commission to comply with this requirement.

24. **FEDERAL AND FLORIDA SINGLE AUDIT ACT REQUIREMENTS.** Pursuant to the FSAA (or Federal) Vendor / Recipient Determination Checklist, the Grantee has been determined to be a recipient of state financial assistance and/or a subrecipient of a federal award. Therefore, pursuant to Section 215.97, F.S. and/or OMB Circular A-133, the Grantee may be subject to the audit requirements of the Florida and/or Federal Single Audit Acts. If applicable, the Grantee shall comply with the audit requirements outlined in Attachment C, "Requirements of the Federal and Florida Single Audit Acts," attached hereto and made a part of the Agreement, as applicable.
25. **NON-EXPENDABLE PROPERTY.**
 - A. **Non-Expendable Property Defined.** For the requirements of this section of the Agreement, "non-expendable property" is the same as "property" as defined in Section 273.02, F.S. (equipment, fixtures, and other tangible personal property of a non-consumable and non-expendable nature, with a value or cost of \$1,000 or more, and a normal expected life of one year or more; hardback-covered bound books that are circulated to students or the general public, with a value or cost of \$25 or more; and uncirculated hardback-covered bound books, with a value or cost of \$250 or more).
 - B. **Title to Non-Expendable Property.** Title (ownership) to all non-expendable property acquired with funds from this Agreement shall be vested in the Commission and said property shall be transferred to the Commission upon completion or termination of the Agreement unless otherwise authorized in writing by the Commission or unless otherwise specifically provided for in Attachment A, Scope of Work.
26. **FEDERAL FUNDS. No Federal Funds are applied to this Agreement, therefore, the following terms and conditions do not apply.**
 - A. **Prior Approval to Expend Federal Funds to Federal Agency or Employee.** The Grantee shall be responsible for complying with all federal grant requirements as provided in its grant, a copy of which is attached hereto and made a part hereof as Attachment D. It is understood and agreed that the Grantee is not authorized to expend any federal funds under this Agreement to a federal agency or employee without the prior written approval of the awarding federal agency.
 - B. **Compliance with Federal Laws, Rules and Regulations.** As applicable, the Grantee shall comply with all federal laws, rules, and regulations, including but not limited to:
 - Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60).
 - The Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3).
 - Sections 103 and 107 of the Agreement Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction agreements awarded by grantees and subgrantees in excess of \$2,000, and in excess of \$2,500 for other agreements which involve the employment of mechanics or laborers)

- All applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
- Mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

C. Compliance with Office of Management and Budget Circulars. As applicable, Grantee shall comply with the following Office of Management and Budget Circulars:

- A-21 (2 CFR 220), Cost principles for Educational Institutions
- A-87 (2 CFR 225), Cost Principles for State, Local, and Indian Tribal Governments
- A-122 (2 CFR 230), Cost Principles for Non-Profit Organizations
- A-133, Audit of States, Local Governments, and Non-Profit Organizations
- A-102, Grants and Cooperative Agreements with State and Local Governments
- A-110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Learning, Hospitals, and Other Non-Profit Organizations

D. Certifications and Assurances – Drug-Free Workplace. Pursuant to the Drug-Free Workplace Act of 1988, and its implementing regulations codified at 29 CFR Part 94, the Grantee will provide a drug-free workplace. Upon execution of this Agreement by the Grantee, the Grantee shall complete, sign and return to the Commission a completed copy of Attachment B, "Certifications and Assurances." This includes the Drug-Free Workplace Requirement Certification.

E. Trafficking Victims Protection Act of 2000. This federal award is subject to the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104(g), 2 CFR 175.15). As such, the awarding federal agency may unilaterally terminate this award without penalty for violations of this Act. If the Grantee is a private entity, the following provision applies to the federal award:

You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not--

- a. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- b. Procure a commercial sex act during the period of time that the award is in effect; or
- c. Use forced labor in the performance of the award or subawards under the award.

27. DEBARMENT AND SUSPENSION.

- A. Grantee Federal Certification.** In accordance with Federal Executive Order 12549, Debarment and Suspension, the Grantee shall agree and certify that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency; and, that the Grantee shall not knowingly enter into any lower tier agreement, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction.
- B. Grantee Commission Certification.** Upon execution of this Agreement by the Grantee, the Grantee shall complete, sign and return to the Commission a completed copy of Attachment B, Certifications and Assurances. This includes the Certification Regarding Debarment, Suspension, and Other Responsibility Matters.

28. PROHIBITION AGAINST LOBBYING.

- A. **Grantee Certification – Payments to Influence.** The Grantee certifies that no Federal appropriated funds have been paid or will be paid, on or after December 22, 1989, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding, renewal, amending or modifying of any Federal agreement, grant, or cooperative agreement. The Grantee shall submit Standard Form-LLL, "Disclosure Form to Report Lobbying". The Grantee shall require the language of this certification to be included in all subcontracts, and all subcontractors shall certify and disclose accordingly.
- B. **Grantee – Refrain from Subcontracting with Certain Organizations.** Pursuant to the Lobbying Disclosure Act of 1995, the Grantee agrees to refrain from entering into any subcontracts under this Agreement with any organization described in Section 501(c)(4) of the Internal Revenue Code of 1986, unless such organization warrants that it does not, and will not, engage in lobbying activities prohibited by the Act as a special condition of the subcontract.
- C. **Prohibition against Using Agreement Funds for the Purpose of Lobbying.** In accordance with Section 216.347, F.S., the Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency. Upon request of the Commission's Inspector General, or other authorized State official, the Grantee shall provide any type of information the Inspector General deems relevant to the Grantee's integrity or responsibility.
- D. **Grantee's Completion of Certifications and Assurances.** Upon execution of this Agreement by the Grantee, the Grantee shall complete, sign and return to the Commission a completed copy of Attachment B, "Certifications and Assurances." This includes the Certification Regarding Lobbying.

29. AGREEMENT-RELATED PROCUREMENT.

- A. **PRIDE.** In accordance with Section 946.515(6), F.S., if a product or service required for the performance of this Agreement is certified by or is available from Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE) and has been approved in accordance with Subsection 946.515(2), F.S., the following statement applies:

It is expressly understood and agreed that any articles which are the subject of, or required to carry out, under this contract shall be purchased from [PRIDE] In the same manner and under the same procedures set forth in subsections 946.515(2) and (4), F.S.; and for purposes of this contract the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned.

The above clause is not applicable to subcontractors unless otherwise required by law. Additional information about PRIDE and the products it offers is available at <http://www.pride-enterprises.org>.

- B. **Respect of Florida.** In accordance with Subsection 413.036(3), F.S., if a product or service required for the performance of this Agreement is on the procurement list established pursuant to Subsection 413.035(2), F.S., the following statement applies:

It is expressly understood and agreed that any articles that are the subject of, or required to carry out, under this contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, F.S., in the same manner and under the same procedures set forth in Subsections 413.036(1) and (2), F.S.; and for purposes of this agreement, the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned.

Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

- C. Procurement of Recycled Products or Materials.** The Grantee agrees to procure any recycled products or materials which are the subject of or are required to carry out this Agreement in accordance with Section 403.7065, F.S.

30. PURCHASE OR IMPROVEMENT OF REAL PROPERTY

This agreement is not for the purchase or improvement of real property, therefore, the following terms and conditions do not apply.

The Grantee shall comply with Section 287.05805, F.S. This section requires the Grantee to grant a security interest in the property to the State of Florida, the type and details of which are provided for in Attachment A, Scope of Work.

31. PROFESSIONAL SERVICES.

- A. Architectural, Engineering, Landscape Architectural, or Survey and Mapping.** If this Agreement is for the acquisition of professional architectural, engineering, landscape architectural, or surveying and mapping services, and is therefore subject to Section 287.055, F.S., the following provision applies:

The architect (or registered surveyor and mapper or professional engineer, as applicable) warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure this contract and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this contract.

- B. Termination for Breach.** For the breach or violation of this provision, the Commission shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

- 32. INDEMNIFICATION.** If the Grantee is a state agency or subdivision, as defined in Subsection 768.28(2), F.S., pursuant to Subsection 768.28(19), F.S., neither Party indemnifies nor insures the other Party for the other Party's negligence. If the Grantee is not a state agency or subdivision as defined above, the Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully

indemnify, defend, and hold harmless the State and the Commission, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by the Grantee, its agents, employees, partners, or subcontractors, provided, however, that the Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or the Commission.

33. NON-DISCRIMINATION.

- A. Non-Discrimination in Performance.** No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in performance of this Agreement.
- B. Discriminatory Vendor List.** In accordance with Section 287.134, F.S., an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. The Grantee has a continuing duty to disclose to the Commission whether they appear on the discriminatory vendor list.

34. SEVERABILITY, CHOICE OF LAW, AND CHOICE OF VENUE. This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action in connection herewith, in law or equity, shall be brought in Leon County, Florida, to the exclusion of all other lawful venues.

35. NO THIRD PARTY RIGHTS. The Parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any person not a Party to this Agreement.

36. JURY TRIAL WAIVER. As part of the consideration for this Agreement, the Parties hereby waive trial by jury in any action or proceeding brought by any Party against any other Party pertaining to any matter whatsoever arising out of or in any way connected with this Agreement, or with the products or services provided under this Agreement, including but not limited to any claim by the Grantee of *quantum meruit*.

37. PROHIBITION OF UNAUTHORIZED ALIENS. In accordance with federal Executive Order 96-236, the Commission shall consider the employment by the Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this Agreement if the Grantee knowingly employs unauthorized aliens.

38. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).

- A. Requirement to Use E-Verify.** Executive Order 11-116, signed May 27, 2011, by the Governor of Florida, requires Commission contracts in excess of nominal value to expressly require the Grantee to: 1.) utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Grantee during the contract term; and, 2.) include in all subcontracts under this Agreement, the requirement that subcontractors

performing work or providing services pursuant to this contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the subcontract.

- B. E-Verify Online.** E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States after the effective date of the required Memorandum of Understanding (MOU); the responsibilities and elections of federal contractors, however, may vary, as stated in Article II.D.1.c. of the MOU. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found online at http://www.dhs.gov/files/programs/gc_1185221678150.shtm
- C. Enrollment in E-Verify.** If the Grantee does not have an E-Verify MOU in effect, the Grantee must enroll in the E-Verify system prior to hiring any new employee after the effective date of this Agreement.
- D. E-Verify Recordkeeping.** The Grantee further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the Commission or other authorized state entity consistent with the terms of the Grantee's enrollment in the program. This includes maintaining a copy of proof of the Grantee's and subcontractors' enrollment in the E-Verify Program (which can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).
- E. Employment Eligibility Verification.** Compliance with the terms of the Employment Eligibility Verification provision is made an express condition of this Agreement and the Commission may treat a failure to comply as a material breach of the Agreement.

- 39. FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE.** Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay the Grantee believes is excusable under this paragraph, Grantee shall notify the Commission's Grant Manager in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if the Grantee could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date Grantee first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. The Commission, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify the Grantee of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the Commission. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from the Commission for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have

ceased to exist, the Grantee shall perform at no increased cost, unless the Commission determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to the Commission or the State, in which case, the Commission may terminate the Agreement in whole or in part.

- 40. ENTIRE AGREEMENT.** This Agreement with all incorporated attachments and exhibits represents the entire Agreement of the Parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, and duly signed by each of the Parties hereto, unless otherwise provided herein. In the event of conflict, the following order of precedence shall prevail; this Agreement and its attachments, the terms of the solicitation and the Grantee's response to the solicitation.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed through their duly authorized signatories on the day and year last written below.

TAYLOR COUNTY

**FLORIDA FISH AND WILDLIFE
CONSERVATION COMMISSION**

SIGNATURE

Name: _____

Title: _____

Date: _____

SIGNATURE

Name: _____

Title: _____

Date: _____

Approved as to form and legality by FWC Attorney:

SIGNATURE

Name: _____

Date: _____

Attachments in this Agreement include the following:

Attachment	A	Scope of Work
Attachment	B	Certifications and Assurances
Attachment	C	Requirements of the Federal and Florida Single Audit Acts
Attachment	D	Cost Reimbursement Contract Payment Requirements
Attachment	E	Certification of Completion

Attachment A – SCOPE OF WORK

Project Name:	Taylor County Artificial Reef Construction 2015	FWC Agreement No.	14025
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1. DESCRIPTION OF GOODS / SERVICES PROCURED, OR PROJECT WORKPLAN

A. DESCRIPTION OF GOODS / SERVICES

The objective of this activity is to construct a marine artificial reef by deploying at least 224 prefabricated concrete modules in fourteen patch reefs (16 modules within each patch reef) within the Steinhatchee Fisheries Management Area Public Fishing Zone permitted area placed at designated locations within the boundaries of the permitted area.

The artificial reef construction activity to be funded consists of the following elements:

MATERIALS

1. Artificial reef materials must consist of a total of at least 224 prefabricated concrete modules, or other concrete structures acceptable to the **COMMISSION**. Each module will consist of a standard design cube (90 cm on a side) with a 60 cm hole through the center of each cube. All artificial reef materials shall be clean and free from asphalt, creosote, petroleum, or other hydrocarbons and toxic residues, loose free floating material or other deleterious substances. Modules must be composed of marine grade concrete cured for at least two weeks prior to deployment. Units must be capable of being lowered to an upright position on the seafloor.
2. Reimbursement for loading, transporting and deploying the materials will be based on cost per unit basis. Materials that are placed within the boundaries of the permitted area, completely intact and in an upright position will be reimbursed at the full unit cost.
3. For each barge load of artificial reef materials, the **GRANTEE** shall inventory all of the artificial materials, calculate the tonnage (either using before and after barge draft calculations, trucking receipts, or the known weights of individual pieces or reef modules), and take a representative photograph of the artificial reef material on the barge or other deployment vessel immediately prior to deployment.
4. The **GRANTEE** agrees to allow the **COMMISSION** to conduct on-site inspections of the artificial reef materials before, during, and after the deployment.

LOADING AND TRANSPORTATION

5. Artificial reef materials will be loaded using a suitable means of conveyance for transportation to a staging area site and loading onto a barge or other suitable vessel for offshore transportation to the designated artificial reef site. Offshore transportation shall be provided by a sufficiently powered transport or towing vessel, personnel, and all necessary equipment to transport the material offshore and deploy it. Reef material loaded on to the transporting vessel must be properly secured in compliance with Coast Guard standards to allow for its safe transport to the reef construction site.

Attachment A – SCOPE OF WORK

Project Name:	Taylor County Artificial Reef Construction 2015	FWC Agreement No.	14025
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6. The **GRANTEE's** Project Manager shall complete the FWC Artificial Reef Cargo Manifest form to be maintained onboard the vessel at all times during transport of materials, pursuant to Chapter 379.249, Florida Statutes. The form is available on the **COMMISSION's** website: <http://www.myfwc.com/conservation/saltwater/artificial-reefs>.

DEPLOYMENT AND MATERIALS PLACEMENT

7. During the deployment of the artificial reef material, the transport vessel must be effectively moored through double anchoring, be spudded down, or otherwise be held securely in place with minimal movement (+/-50 feet) to ensure accurate placement of the concrete patch reef on the bottom. Material must be arranged to provide habitat complexity as well as provide sand bottom forage area opportunities. Individual reef materials should not be widely scattered. Any machinery used to move and deploy the reef materials should be sufficiently powered/maneuverable and capably operated to ensure timely, effective and safe off-loading of materials. The tug or transport vessel shall meet all U.S. Coast Guard certification and safety requirements, be equipped with a working, accurate Global Positioning System (GPS) unit and other marine electronics including a working VHF radio. Effective and reliable communications shall exist at all times between the transport vessel, and the designated **GRANTEE** observer on site. Deployment operations will only be initiated when sea height in the operations area is no greater than two to four feet as forecast by the nearest NOAA weather office. Either the Commission's observer, the **GRANTEE's** observer or the subcontractor's vessel captain reserves the right to suspend off-loading operations if positioning and other deployment objectives, including safety of personnel and equipment, are not being met.
8. The modules will be placed in groups of 16 units spaced a minimum of 5 meters apart, and with patch reefs about 25-40 meters from one another. All modules will be placed on the Steinhatchee Fish Management Area – Public Fishing Zone site (SFMA-PFZ). The center of the site is approximately 17.5 nautical miles west from the mouth of the Steinhatchee Florida river. The size of the SFMA-PFZ site is 5 square nautical miles. Depths range from 45 to 51 feet with a minimum navigational clearance of 36 feet. The SFMA-PFZ is permitted to the University of Florida and Taylor County by the U.S. Department of the Army, Corps of Engineers under Permit Number SAJ—2002- 04178(IP-SWA), which is valid until September 30, 2019. The reef materials will be located within the boundaries of the permitted area. A point of reference for the center of the deployments will be 29° 40.080' N and 83° 45.366' W in approximately 45 feet of water.
9. The minimum vertical clearance of 36 ft. shall be maintained above the highest point of the reef material in the Steinhatchee Fish Management Area – Public Fishing Zone site (SFMA-PFZ) permit area (in accordance with the special conditions of the US Army Corps of Engineers permit number SAJ-2002-04178(IP-SWA)).
10. The **GRANTEE's** Contract Manager or **GRANTEE's** designated official observer shall oversee the temporary marking of the reef deployment location in advance of reef materials deployment in order to assist the subcontractor in the proper placement

Attachment A – SCOPE OF WORK

Project Name:	Taylor County Artificial Reef Construction 2015	FWC Agreement No.	14025
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of the artificial reef materials. The markers shall be buoys of sufficient size and color to be clearly visible to the tug captain, and sufficiently anchored and with sufficient scope so that they will not drift off the designated deployment site prior to deployment. The **COMMISSION** will not pay for materials placed outside the permit area as described above. Precise GPS placement of marker buoys that do not shift position with time are important to insure the reef is constructed within the permitted area.

11. The **GRANTEE's** Project Manager or **GRANTEE's** designated official observer shall remain on site during the entire deployment phase of the operation and confirm the GPS coordinates of the individual placements as well as the maximum vertical relief of the constructed reefs using a fathometer after the reef construction has been completed.
12. Both the **GRANTEE** and its subcontractor shall have on site current nautical charts of the deployment area, with the permitted site indicated on the chart. The proposed patch reef coordinates and the corner coordinates of the reef site will also be in possession of the **GRANTEE's** observer and the subcontractor when on site. The **GRANTEE's** observer shall also be in possession of a copy of the Army Corps permit for the area where the deployments are taking place. The **GRANTEE** shall be responsible for insuring that all permit condition terms are complied with.

ALLOWABLE EXPENDITURES ASSOCIATED WITH THE REEF PROJECT

13. Funds from this Agreement may be expended on the activities listed pursuant to Chapter 68E-9.004(1)(a), F.A.C. No more than \$5,000 or 10% (whichever is less) of project funds granted under the program may be expended for 'engineering services'. Any funds required in excess of this amount must be provided by the applicant. See Chapter 68E-9.004(1)(a), F.A.C. for the complete list of eligible activities.
14. If the **GRANTEE** chooses to conduct a post-deployment SCUBA assessment at the deployment location(s) (this is not required, but is an eligible activity for reimbursement under Chapter 68E-9.004(1)(a), F.A.C.), in order to be eligible for reimbursement, work must be completed prior to the grant expiration date and the following items, at a minimum, must be included:
 - a. *Methods*: name and type of vessel, anchored or live boated, type of GPS unit(s), divers, survey methods;
 - b. *Conditions*: cloud cover, wind speed and direction, sea conditions, visibility, water temperature, currents;
 - c. *Chronology*: dive plan, start and end of each dive, dive profile, maximum depth, dive time, distance and bearing searched;
 - d. *Coordinates*: Describe the GPS unit(s) used to navigate to the site (model number). Describe whether differential or WAAS coordinates were recorded. Compare the dive locations to deployment location numbers. How well do they match the published numbers?
 - e. *Physical observations*: Describe the number and size of material observed. What is the proximity of concrete pieces or modules to each other? What percent material was damaged or partially damaged? What is the maximum and

Attachment A – SCOPE OF WORK

Project Name:	Taylor County Artificial Reef Construction 2015	FWC Agreement No.	14025
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minimum relief of the site? How do these observations compare to the Material Placement Report Form information submittal?

- f. *Footprint area*: Measure the approximate total area covered by each patch reef through standard in situ survey practices.
- g. *Biological observations*: Describe any fish observed, or other general biological observations.
- h. *Video and photographs*: Provide representative still and/or video footage of each deployment location (digital format preferred when available).

LIABILITY AND RESPONSIBILITY FOR REEF MATERIALS

15. Upon initiation of the handling and movement of these artificial reef materials by the **GRANTEE's** subcontractor, all liability, risk of loss and responsibility for the safe handling, storage, transportation and deployment of the materials shall be borne by the subcontractor. This liability, assumption of risk and responsibility shall remain with the subcontractor until the materials are deployed at the permitted reef site in accordance with the specifications in this Agreement.

B. BACKGROUND

Chapter 379.249 Florida Statutes creates the Florida Artificial Reef Program to enhance saltwater opportunities and to promote proper management of fisheries resources associated with artificial reefs for the public interest. Under the program, the **COMMISSION** may provide grants and financial and technical assistance to coastal local governments, state universities, and nonprofit corporations qualified under s. 501(c)(3) of the Internal Revenue Code for the siting and development of artificial reefs as well as for monitoring and evaluating such reefs and their recreational, economic, and biological effectiveness. Chapter 68E-9 Florida Administrative Code defines the procedures for submitting an application for financial assistance and criteria for allocating available funds. The purpose of this rule is to govern the development of state and federally funded artificial reefs, the review and ranking of project applications eligible for funding, and the administration of funds from the Florida Artificial Reef Program.

This artificial reef construction project was selected for funding by the **COMMISSION** based upon ranking of competitive applications submitted to the Artificial Reef Program pursuant to the criteria for allocating funds described in Chapter 68E-9, Florida Administrative Code.

C. SUPPORT OF COMMISSION MISSION

Construction of this artificial reef will augment marine hard bottom habitat with well-planned stable and durable artificial reefs for purposes of providing near shore reef fish habitat, offshore recreational fishing and diving opportunities, reduced pressure on natural reef and hard bottom sites, and reduced user conflicts by providing additional recreational fishing and diving site locations off of Taylor County in the Gulf of Mexico. The proposed artificial

Attachment A – SCOPE OF WORK

Project Name:	Taylor County Artificial Reef Construction 2015	FWC Agreement No.	14025
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reefs will make fisheries resources available for the long term benefit of local Florida residents and visitors.

D. DEFINITIONS

The terms and abbreviations used herein shall have the meanings as defined below.

- i. “Artificial reef” means one or more manufactured or natural objects intentionally placed on the bottom in predominantly marine waters to provide conditions believed to be favorable in sustaining, or enhancing the spawning, breeding, feeding, or growth to maturity of Florida’s managed reef associated fish species as well as to increase the productivity of other reef community resources which support fisheries. Included in this definition are artificial reefs developed with one or more of the following additional objectives: enhancement of fishing and diving opportunities, fisheries research, and fisheries conservation/preservation purposes.
- ii. “Permitted area” means an area with discrete boundaries inside of which one or more artificial reefs may be located and for which all required permits and authorizations have been obtained. These permits and authorizations include: artificial reef permits issued by the Florida Department of Environmental Protection and/or the Army Corps of Engineers and other permits, licenses, or authorizations required by any governing body.
- iii. “Staging area” means a land-based holding area for artificial reef material where such material is stored and prepared for transportation to an approved artificial reef site.
- iv. “Prefabricated modules” means structures specifically designed and built for use as artificial reefs and which meet the environmental safety, durability, and stability requirements of this rule, as well as providing complexity and texture which are suitable as habitat for fishes and for colonization by encrusting marine organisms.

2. DELIVERABLES

A. Deliverable #1 (Artificial Reef Construction)

Construction of a marine artificial reef by deploying at least at least 224 prefabricated concrete modules, or other concrete structures acceptable to the **COMMISSION**. All artificial reef materials shall be clean and free from asphalt, creosote, petroleum, or other hydrocarbons and toxic residues, loose free floating material or other deleterious substances. Modules must be composed of marine grade concrete cured for at least two weeks prior to deployment. Units must be capable of being lowered to an upright position on the seafloor. At least 224 prefabricated concrete modules in fourteen patch reefs (16 modules within each patch reef) within the Steinhatchee Fisheries Management Area Public Fishing Zone permitted area.

Attachment A – SCOPE OF WORK

Project Name:	Taylor County Artificial Reef Construction 2015	FWC Agreement No.	14025
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i. Minimum Level of Performance

The artificial reef must be deployed within the boundaries of the permitted area and in compliance with all the applicable permits and authorizations associated with the permitted area. At a minimum, a total of at least 224 prefabricated modules must be deployed in accordance with the specifications in this Agreement. Each module will consist of a standard design cube (90 cm on a side) with a 60 cm hole through the center of each cube.

ii. Documentation / Criteria Used as Evidence of Performance

1. A Materials Placement Report shall be submitted to the **COMMISSION's** Project Manager within 30 days of field operations completion. The Materials Placement Report form is available on the **COMMISSION's** website at <http://www.myfwc.com/conservation/saltwater/artificial-reefs/>. The Materials Placement Report must have a certification signature and reflect an accurate material tonnage for the reef deployed as well as a detailed description of the type, number, dimensions and individual weights of the various sizes of reef materials deployed. This information may be submitted on the materials placement report in lieu of taking loaded and unloaded barge measurements. If accurate individual weights of concrete units cannot be obtained or are not known, barge displacement measurements are required. The **GRANTEE's** Project Manager or **GRANTEE's** designee shall then record the waterline length, width and draft (to the nearest inch) of the loaded barge at all four (4) corners to calculate the average displacement of water due to the weight of the artificial reef materials. The same barge measurements must be taken by either the **GRANTEE's** Project Manager or **GRANTEE's** designee when the barge returns to shore after the deployment has been completed. These measurements may not be taken while the barge is offshore at the deployment site. The barge measurements are to be included in the Materials Placement Report.
2. A final field report providing the designated observer's narrative, for each day of the reef deployment operations, is required prior to reimbursement. The field report shall include a written chronology and narrative describing the deployment, and a performance evaluation of the marine subcontractors who performed the work. The final field report should include photos of the material and loaded barge prior to each deployment and, if available, underwater photographs and video footage (surface and/or underwater).

iii. Timeline for Completion

Attachment A – SCOPE OF WORK

Project Name:	Taylor County Artificial Reef Construction 2015	FWC Agreement No.	14025
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All artificial reef construction must be completed by December 31, 2015.

3. FINANCIAL CONSEQUENCES

- A. If the **GRANTEE** fails to complete construction within the time frame specified by the Scope of Work, the budget amount allocated for that deliverable will be deducted from the Grantee's payment.
- B. The **GRANTEE** will not be eligible for reimbursement until all reports have been provided to the satisfaction of the **COMMISSION** documenting that all work has been completed in accordance with the Scope of Work, and in compliance with all permit conditions.

4. PERFORMANCE

- A. Written or electronically transmitted progress reports must be sent to the **COMMISSION's** Contract Manager at no less than 60 day intervals beginning from the date of execution of this agreement.
- B. The **GRANTEE** agrees to provide the **COMMISSION** with a minimum of five (5) days notice for any artificial reef construction that occurs as a result of this Agreement.
- C. The **GRANTEE** agrees to follow all provisions of Section 379.249, Florida Statutes and Chapter 68E-9, Florida Administrative Code during the term of this Agreement.
- D. The **GRANTEE** agrees to comply with all applicable federal, state, and local statutes, rules and regulations in providing goods or services to the **COMMISSION** under the terms of this Agreement; including the general and special conditions specified in any permits issued by the Department of the Army, Corps of Engineers and/or the Florida Department of Environmental Protection. The **GRANTEE** further agrees to include this as a separate provision in all subcontracts issued as a result of this Agreement.
- E. Funds from this Agreement may not be expended on salaries, training, or parts replacement or repairs to rented or contractor owned equipment. Documentation of expenses and survey reports must be submitted with the closeout package in order for reimbursement to be made.

5. COMPENSATION AND PAYMENT

A. COST REIMBURSEMENT

The **GRANTEE** shall be compensated for a maximum of \$120,000 on a cost reimbursement basis in accordance with the Cost Reimbursement Contract Payment Requirements as shown in the Department of Financial Services, "Reference Guide for State Expenditures" publication. The cost reimbursement requirements section of the Reference Guide is attached hereto and made a part hereof as Attachment D.

B. INVOICE SCHEDULE

Attachment A – SCOPE OF WORK

Project Name:	Taylor County Artificial Reef Construction 2015	FWC Agreement No.	14025
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A single final invoice may be submitted after completion of the deliverable and must be received by the **COMMISSION** no later than January 15, 2016 to assure availability of funds for payment. A timely reimbursement request following completion of actual field operations is strongly encouraged.

C. TRAVEL EXPENSES

No travel expenses are authorized under the terms of this Agreement.

D. FORMS AND DOCUMENTATION

1. The **GRANTEE** shall submit a completed Materials Placement Report form along with the invoice and request for payment. The Materials Placement Report form is available on the **COMMISSION's** website at: www.myfwc.com/conservation/saltwater/artificial-reefs.

6. MONITORING SCHEDULE

- A. The **GRANTEE** agrees to allow the **COMMISSION** to conduct on-site inspections of the artificial reef materials, staging area and construction site before, during, and after the deployment.
- B. No additional monitoring activities have been identified at this time; however, additional tasks may be identified during the pendency of this agreement.

7. INTELLECTUAL PROPERTY RIGHTS

See Agreement for applicable terms and conditions related to the intellectual property rights.

8. SUBCONTRACTS

- A. The **GRANTEE** agrees to follow all requirements of Section 287.057, Florida Statutes, for the procurement of commodities or contractual services under this Agreement. The **GRANTEE** will obtain a minimum of three written quotes for any subcontracts required for Agreements in the amount of \$35,000 or less, and the **GRANTEE** will publicly advertise and send bid specifications to a minimum of five (5) potential subcontractors for any subcontracts required for Agreements in excess of \$35,000.
- B. The use of a vendor registered with the Statewide Negotiated Agreement Price Schedule (SNAPS) does not preclude the **GRANTEE** from the requirements of Paragraph A.
- C. The **GRANTEE** shall submit bid specifications to the **COMMISSION's** Contract Manager for approval within ninety (90) days following the execution date of this Agreement.

Attachment A – SCOPE OF WORK

Project Name:	Taylor County Artificial Reef Construction 2015	FWC Agreement No.	14025
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- D. All bid specifications must be approved, in writing, in advance by the **COMMISSION's** Contract Manager, prior to public advertisement or distribution.
- E. Any request to use a sole source vendor by the **GRANTEE** must be requested and justified in writing and approved by the **COMMISSION's** Contract Manager prior to awarding a sole source subcontract under this Agreement.
- F. A summary of the vendor replies and recommended subcontractor must be sent by the **GRANTEE** to the **COMMISSION's** Contract Manager for written approval prior to the awarding of any subcontracts under this Agreement.
- G. Subcontracts for offshore transport and placement of artificial reef material shall be prepared such that upon initiation of the handling and movement of these artificial reef materials by the **GRANTEE's** subcontractor, all liability, risk of loss and responsibility for the safe handling, storage, transportation and deployment of the materials shall be borne by the subcontractor. This liability, assumption of risk and responsibility shall remain with the subcontractor until the materials are deployed at the permitted reef site in accordance with the specifications in this Agreement.
- H. A copy of this Agreement should be provided to all subcontractors and incorporated by reference in all subcontracts. The **GRANTEE** shall require all subcontractors to comply with all applicable provisions of this Agreement.
- I. Any subcontract arrangements must be evidenced by a written document available to the **COMMISSION** upon request.

9. INSURANCE

See Agreement for applicable terms and conditions related to insurance.

10. SECURITY AND CONFIDENTIALITY

See Agreement for applicable terms and conditions related to security and confidentiality.

11. RECORD KEEPING REQUIREMENTS

See Agreement for applicable terms and conditions related to record keeping requirements.

12. NON-EXPENDABLE PROPERTY

The **GRANTEE** is not authorized to use funds provided herein for the purchase of any non-expendable equipment or personal property valued at \$1,000 or more for performance under this Agreement.

13. PURCHASE OR IMPROVEMENT OF REAL PROPERTY

Attachment A – SCOPE OF WORK

Project Name:	Taylor County Artificial Reef Construction 2015	FWC Agreement No.	14025
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This Section is not applicable and intentionally left blank.

14. SPECIAL PROVISIONS FOR CONSTRUCTION CONTRACTS

A. DRUG-FREE WORKPLACE

Pursuant to Section 440.102(15), F.S., any construction contractor regulated under Parts I and II of Chapter 489, F.S., who contracts to perform construction work under a state contract shall implement a drug-free workplace.

B. CONTRACTOR ELIGIBILITY

1. In accordance with Executive Order 12549, Debarment and Suspension, the **GRANTEE** shall agree and certify that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; and, that the **GRANTEE** shall not knowingly enter into any lower tier agreement, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction, unless authorized in writing to the **COMMISSION** by the federal agency issuing the grant award. As required by sentences 1 and 2 above, the **GRANTEE** shall include the language of this section in all subcontracts or lower tier agreements executed to support the **GRANTEE's** work under this Agreement.

C. PAYMENT BOND

This Section is not applicable and intentionally left blank.

D. PERFORMANCE BOND

This Section is not applicable and intentionally left blank.

E. CERTIFICATE OF CONTRACT COMPLETION

The Grantee will be required to complete a Certificate of Completion form (Attachment E) when all work has been completed and accepted. This form must be submitted to the **COMMISSION's** Contract Manager with the **GRANTEE's** invoice for payment to be authorized. The **COMMISSION's** Contract Manager shall submit the executed form with the invoice to Accounting Services.

F. CERTIFICATE OF PARTIAL PAYMENT

This Section is not applicable and intentionally left blank.

G. GRANTEE PAYMENTS TO SUBCONTRACTOR

Attachment A – SCOPE OF WORK

Project Name:	Taylor County Artificial Reef Construction 2015	FWC Agreement No.	14025
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Grant Agreement No. 14025, Section 15, B, "Grantee Payments to Subcontractor" is hereby amended to read as follows:

If subcontracting is permitted pursuant to Paragraph A, above, the Grantee agrees to make payments to the subcontractor within thirty (30) working days after receipt of full or partial payments from the Grantee in accordance with Section 287.0585, F.S., unless otherwise stated in the agreement between the grantee and subcontractor. Grantee's failure to pay its subcontractors within thirty (30) working days will result in a penalty charged against the Grantee and paid to the subcontractor in the amount of one-half of one (1) percent of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15) percent of the outstanding balance due.

The remainder of this page intentionally left blank.

Attachment B
CERTIFICATIONS AND ASSURANCES

The Commission will not enter this Agreement unless Grantee completes the CERTIFICATIONS AND ASSURANCES contained in this Attachment. In performance of this Agreement, Grantee provides the following certifications and assurances:

- A. Debarment and Suspension Certification (2 CFR Part 1400)**
- B. Certification Regarding Lobbying (31 U.S.C. 1352)**
- C. Certification Regarding Public Entity Crimes (section 287.133, F.S.)**
- D. Certification Regarding Drug-Free Workplace Requirements (41 U.S.C. 701 et. seq.) (as applicable to recipients and subrecipients of federal financial assistance)**
- E. Certification Regarding the Scrutinized Companies List (section 287.135, F.S.) (as applicable)**

A. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTION.

The undersigned Grantee certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;
2. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A.2. of this certification; and/or
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause of default.

If Grantee is unable to certify to any of the statements in this certification, Grantee shall attach an explanation to this Agreement.

B. CERTIFICATION REGARDING LOBBYING – Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned Grantee certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an

employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employees of Congress, or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, the undersigned shall also complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that language of this certification be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients and contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this Grant was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C. CERTIFICATION REGARDING PUBLIC ENTITY CRIMES, SECTION 287.133, F.S.

Grantee hereby certifies that neither it, nor any person or affiliate of Grantee, has been convicted of a Public Entity Crime as defined in section 287.133, F.S., nor placed on the convicted vendor list.

Grantee understands and agrees that it is required to inform the Commission immediately upon any change of circumstances regarding this status.

D. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS (If Grantee is a Recipient of Subrecipient of Federal Financial Assistance)

Pursuant to the Drug-Free Workplace Act of 1988, the undersigned attests and certifies that the Grantee (if not an individual) will provide a drug-free workplace by the following actions:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in Grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Establishing an ongoing drug-free awareness program to inform employees concerning:
 - a. The dangers of drug abuse in the workplace.
 - b. The policy of maintaining a drug-free workplace.
 - c. Any available drug counseling, rehabilitation and employee assistance programs.
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Making it a requirement that each employee to be engaged in the performance of the Agreement be given a copy of the statement required by paragraph D.1. of this certification.
4. Notifying the employee in the statement required by paragraph D.1. of this certification that, as a condition of employment under the Agreement, the employee will:

- a. Abide by the terms of the statement.
 - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.
5. Notifying the Commission in writing ten (10) calendar days after receiving notice under subparagraph 4.b. from an employee or otherwise receiving actual notice of such conviction. Provide such notice of convicted employees, including position title, to every Grant Manager on whose Grant activity the convicted employee was working. The notice shall include the identification number(s) of each affected Contract or Grant.
6. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph 4.b. herein, with respect to any employee who is so convicted:
- a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 as amended.
 - b. Requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local, health, law enforcement, or other appropriate agency.
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this entire certification.

If the Grantee is an individual, the Grantee certifies that:

1. As a condition of the grant, Grantee will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and,
2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, Grantee will report the conviction, in writing, within 10 calendar days of the conviction, to the Commission. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

E. CERTIFICATION REGARDING the SCRUTINIZED COMPANIES LISTS, SECTION 287.135, F.S.

If this Grant is in the amount of \$1 million or more, in accordance with the requirements of section 287.135, F.S., Grantee hereby certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, F.S. Grantee also hereby certifies that it is not engaged in business operations in Cuba or Syria.

Grantee understands that pursuant to section 287.135, F.S., the submission of a false certification may subject Grantee to civil penalties, attorney's fees, and/or costs.

If Grantee is unable to certify to any of the statements in this certification, Grantee shall attach an explanation to this Grant.

By signing below, Grantee certifies the representations outlined in parts A through E above are true and correct.

(Signature and Title of Authorized Representative)

Grantee

Date

(Street)

(City, State, ZIP Code)

Attachment C**AUDIT REQUIREMENTS**

The administration of resources awarded by the Florida Fish and Wildlife Conservation Commission (Commission) to the Contractor may be subject to audits and/or monitoring by the Commission as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), the Commission may conduct or arrange for monitoring of activities of the Contractor. Such monitoring procedures may include, but not be limited to, on-site visits by the Commission staff or contracted consultants, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Contract, the Contractor agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Commission. The Contractor further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Florida Department of Financial Services or the Florida Auditor General.

AUDITS**PART I: FEDERALLY FUNDED**

- A. This part is applicable if the Contractor is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.
- B. In the event that the Contractor expends \$500,000 or more in Federal awards in its fiscal year, the Contractor must have a single or program-specific audit conducted in accordance with the provisions of the Federal Single Audit Act of 1996 and OMB Circular A-133, as revised. EXHIBIT 1 to this Attachment indicates Federal resources awarded through the Commission by this Contract. In determining the Federal awards expended in its fiscal year, the Contractor shall consider all sources of Federal awards, including Federal resources received from the Commission. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Contractor conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
- C. In connection with the audit requirements addressed in Part I, paragraph A. herein, the Contractor shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised. This includes, but is not limited to, preparation of financial statements, a schedule of expenditure of Federal awards, a summary schedule of prior audit findings, and a corrective action plan.
- D. Such audits shall cover the entire Contractor's organization for the organization's fiscal year. Compliance findings related to contracts with the Commission shall be based on the contract requirements, including any rules, regulations, or statutes referenced in the Contract. The financial statements shall disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due to the Commission shall be fully disclosed in the audit report with reference to the Commission contract involved. Additionally, the results from the Commission's annual financial monitoring reports must be included in the audit procedures and the OMB A-133 audit reports.

- E. If not otherwise disclosed as required by section .310(b)(2) of OMB Circular A-133, as revised, the schedule of expenditures of Federal awards shall identify expenditures by contract number for each contract with the Commission in effect during the audit period.
- F. If the Contractor expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Contractor expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Contractor's resources obtained from other-than Federal entities).
- G. A web site that provides links to several Federal Single Audit Act resources can be found at: <http://harvester.census.gov/sac/sainfo.html>

PART II: STATE FUNDED

This part is applicable if the Contractor is a non-state entity as defined by Section 215.97, F.S., (the Florida Single Audit Act).

- A. In the event that the Contractor expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such Contractor, the Contractor must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; applicable rules of the Executive Office of the Governor and the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Commission by this Contract. In determining the state financial assistance expended in its fiscal year, the Contractor shall consider all sources of state financial assistance, including state financial assistance received from the Commission, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.
- B. In connection with the audit requirements addressed in Part II, paragraph A herein, the Contractor shall ensure that the audit complies with the requirements of section 215.97(7), F.S. This includes submission of a financial reporting package as defined by section 215.97(2)(d), F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- C. If the Contractor expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. In the event that the Contractor expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the non-state entity's resources (*i.e.*, the cost of such an audit must be paid from the Contractor's resources obtained from other-than State entities).
- D. Additional information regarding the Florida Single Audit Act can be found at: <https://apps.fldfs.com/fsaa/singleauditact.aspx>.

PART III: REPORT SUBMISSION

- A. Copies of reporting packages, to include any management letter issued by the auditor, for audits conducted in accordance with OMB Circular A-133, as revised, and required by Part I of this Attachment shall be submitted by or on behalf of the Contractor directly to each of the following at the address indicated:

1. The Commission at the following address:

**Chief Financial Officer
Florida Fish and Wildlife Conservation Commission
Bryant Building
620 S. Meridian St.
Tallahassee, FL 32399-1600**

2. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse):

**Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132**

3. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

- B. Copies of audit reports for audits conducted in accordance with OMB Circular A-133, as revised, and required by Part I of this Attachment (in correspondence accompanying the audit report, indicate the date that the Contractor received the audit report); copies of the reporting package described in Section .320 (d), OMB Circular A-133, as revised, and any management letters issued by the auditor; copies of reports required by Part II of this Attachment must be sent to the Commission at the addresses listed in paragraph c.) below.

- C. Copies of financial reporting packages required by Part II of this Attachment, including any management letters issued by the auditor, shall be submitted by or on behalf of the Contractor directly to each of the following:

1. The Commission at the following address:

**Chief Financial Officer
Florida Fish and Wildlife Conservation Commission
Bryant Building
620 S. Meridian St.
Tallahassee, FL 32399-1600**

2) The Auditor General's Office at the following address:

**Auditor General's Office
G74 Claude Pepper Building
111 West Madison Street
Tallahassee, FL 32399-1450**

- D. Any reports, management letter, or other information required to be submitted to the Commission pursuant to this Contract shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Contractors and sub-contractors, when submitting financial reporting packages to the Commission for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Contractor/sub-contractor in correspondence accompanying the reporting package.

The remainder of this page intentionally left blank.

**Exhibit 1
FEDERAL AND STATE FUNDING DETAIL**

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Program Funds		
CFDA #	CFDA Title	Amount
n/a	Not applicable	n/a
	Total Federal Awards	

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Federal Program Requirements	
CFDA #	Compliance Requirements
n/a	Not applicable

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

Matching Funds Provided by CFDA		
CFDA #	CFDA Title	Amount of Matching Funds
n/a	none	n/a
	Total Matching Funds Associated with Federal Programs	n/a

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project(s)		
CSFA #	CSFA Title	Amount
15.605	Florida Artificial Reef Program	\$120,000
	Total State Awards	\$120,000

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

State Project(s) Compliance Requirements	
CSFA #	Compliance Requirements
15.605	<ol style="list-style-type: none"> 1. Only the goods and/or services described within the attached Agreement and Attachment A Scope of Work are eligible expenditures for the funds awarded. 2. All provisions of Section 379.249, Florida Statutes and Rule 68E-9, Florida Administrative Code must be complied with in order to receive funding under this Agreement. 3. The Grantee must comply with the requirements of all applicable laws, rules or regulations relating to this artificial reef project.

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

The remainder of this page intentionally left blank.

Attachment D**COST REIMBURSEMENT CONTRACT PAYMENT REQUIREMENTS**

Pursuant to the February, 2011 *Reference Guide for State Expenditures* published by the Department of Financial Services, invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). In addition, supporting documentation must be provided for each amount for which reimbursement is being claimed indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved contract budget should be reimbursed.

Listed below are examples of types of supporting documentation:

- (1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
- (2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.
- (3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.
- (4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.
- (5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.
- (6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports. Additionally, the invoice or submitted documentation must evidence the completion of all tasks required to be performed for the deliverable and must show that the provider met the minimum performance standards established in the agreement.



**FL FISH AND WILDLIFE CONSERVATION COMMISSION
DIVISION OF MARINE FISHERIES MANAGEMENT
ARTIFICIAL REEF PROGRAM
CERTIFICATION OF COMPLETION**

I, _____
(Printed Name and Title)

representing _____
(Name of Grantee)

do hereby certify under penalties of perjury per § 216.349, Florida Statutes, that the artificial reef project funded by Grant Number FWC - _____ has been completed in compliance with all terms and conditions of said Grant Agreement.

(Signature)

(Date)

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO REVIEW AND CONSIDER APPORVAL OF ANNUAL LOCAL MITIGATION STRATEGY PLAN PROGRESS REPORT, AS AGENDAED BY STEVE SPRADLEY, EMERGENCY MANAGEMENT DIRECTOR.

Meeting Date:

January 20, 2015

Statement of Issue: THE BOARD TO REVIEW A PROGRESS REPORT

Recommendation: APPROVE

Fiscal Impact: \$ NONE **Budgeted Expense:** Yes ☐ No ☐ N/A ☒

Submitted By: STEVE SPRADLEY, EM DIRECTOR

Contact: 838-3575

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: PURSUAT TO FAC 27P-22 THE CHAIRMAN MUST SUBMIT AN ANNUAL PROGRESS REPORT ON LOCAL MITIGATION PROJECTS UNDERTAKEN BY THE COUNTY'S MITIGATION WORKING GROUP

Options: 1. APPROVE/NOT APPROVE

2. _____

Attachments: 1. 2014 ANNUAL REPORT

2. _____



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

January 20, 2015

Mr. Miles Anderson
Bureau Chief, Mitigation
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, FL 32399

Mr. Anderson,

Pursuant to Florida Administrative Code 27P-22, please find enclosed the Local Mitigation Strategy 2014 Annual Report for Taylor County. This report was presented to the Board of County Commissioners at its regular meeting on Tuesday, January 20, 2015. Please direct any further questions to Steve Spradley, the County's Emergency Management Director and LMS Chair.

Thank you!

Patricia Patterson
Chair
Taylor County Board of County Commissioners



MEMORANDUM

To: Taylor County Board of County Commissioners

From: Steve Spradley, EM Director

Date: January 5, 2015

Subject: Taylor County Local Mitigation Strategy 2014 Annual Progress Report

The LMS/LTR work groups met four times since the last writing of this progress report on February 27, 2014, June 16, 2014, September 9, 2014, and December 19, 2014. The group meets quarterly to discuss potential mitigation and recovery projects and planning. Below is a status update for individual projects identified in the LMS. I remain as the Chairman and Kristy Anderson, EM Coordinator, is the vice-chair. Please note that the list has been updated with some completed projects identified for removal. We have also expanded the generator list to identify critical facilities as priority for mitigation. The workgroup will continue to identify opportunities for future updates to projects for the plan in the year to come. Copies of this report will be maintained in my office, your office, and at the EOC.

[illegible]

to have this study conducted.

2011 Update: The City is still seeking funding for this project.

2012 Update: The City is incorporating lessons learned from recent flooding from TS Debby. Funding is still be sought for this project.

2013 Update: TS Debby lessons learned have been incorporated.

2014 Update: The City is still seeking funding for this project.

Flood3	Update floodplain data and maps and incorporate into GIS	flooding	This project proposes a study to update the existing FIRM floodplain maps Using GPS, GIS, flood modeling analysis, local knowledge, and field work. The county proposes to update and digitize the current FIRM maps to mark the 100 and 500 year floodplain areas.	Ongoing/Completed	Taylor County Engineering	\$50,000	Ongoing
2010 Update: Significant progress was made with this action. The digitized FIRM Maps have been completed for all of Taylor County, and the City of Perry. The City and the County worked with FEMA and the SRWMD to establish the Flood Insurance Study and FIRM. An update to the County floodplain ordinance was made on May 5, 2009 based on the updated maps. 2011 Update: The City and County continues to incorporate flood map updates. 2012 Update: The County is working with FEMA's RISKMAP program in an effort to update floodplain data. 2013 Update: County continues to coordinate its efforts with FEMA's project. 2014 Update: EM is in the final stages of completing a Flood Evacuation and Warning Plan.							
Flood4	New bridge and culvert at Julia Street	hurricanes, storms and flooding	This project proposes the construction of a new bridge and culvert across Pimple Creek at Julia Street to improve drainage and prevent flooding during heavy rain.	Ongoing	City of Perry Public Works	\$250,000	36 months
2010 Update: The Suwannee River Water Management District conducted a preliminary study on the river and found that flooding is caused by a choke point in the river before the bridges. The choke point was found to be found on private property. The bridges were inspected, and found to be structurally sound. Revisions to the floodplain could be problematic. The SRWMD study will investigate this in more detail. If a solution is found, that solution will replace this item on the LMS project list in the future. 2011 Update: No solution has been proposed to amend this project. 2012 Update: SRWMD is still working on a proposed solution. 2014 Update: No solution identified at this time.							
Flood5	New bridge and culvert at Main Street	hurricanes, storms and flooding	This project proposes the construction of a new bridge and culvert across Pimple Creek at Main Street. This will improve access to the new hospital and lessen the effects of flooding.	Ongoing	City of Perry Public Works	\$250,000	36 months
2010 Update: Similar to Flood4 update. The bridges were inspected and found to be structurally sound. The City wants to wait until the Suwannee River Water Management District completes its study before proceeding with this effort. Funding will be an issue. 2012 Update: SRWMD is still working on a proposed solution. 2014 Update: No solution identified at this time.							
Flood6	Increase size of retention pond at Warner Street and Demps Lane	hurricanes, storms and flooding	This project proposes various improvements to the retention pond at Warner Street and Demps Lane. This will alleviate the flooding problems during storms and heavy rains.	Completed/ongoing	City of Perry Public Works	\$1,500,000	36 months
2010 Update: This project is completed. Several improvements were made to the retention pond at Warner Street and Demps Lane. The City continues to monitor the water flow patterns of this area to be sure the improvements made were adequate. This will remain on the LMS project list. 2014 Update: LMS Committee has Formally Removed this project from the list at the December 2014 meeting.							
Flood7	Repetitive damage locations data collection	flooding	This project proposes to continue collecting data about the locations in the county that are repetitively damaged due to flooding. Along with this data collection is the desire to incorporate this data into the county's GIS system for identification and display of these locations	Completed/ongoing	Taylor County Emergency Manage't, Engineering Department	\$15,000	12 months

2010 Update: This is up to date as of 2010. All of the repetitive loss structures in the County have been identified, and incorporated into the Engineering Departments GIS system. A list of those properties is included in this updated plan. As additional repetitive loss structures are identified by FEMA, they will be included on the repetitive loss list, and geocoded in the County's GIS system. The owners of each of these properties are contacted on an annual basis to inform them of their status, and provided suggested mitigation measure to be taken.

2011 Update: County is continuing its effort to keep up to date and its outreach obligations.

2012 Update: County is continuing its effort to keep up to date and its outreach obligations.

2013 Update: County is continuing its effort to keep up to date and its outreach obligations.

2014 Update: On-Going

Flood8	Analysis and evaluation of the repetitive loss locations	storms and flooding	This project will research the 18 repetitive loss locations throughout the county and study the various options to mitigate this flooding damage. This project will consider property buyouts, building elevation and other means to avoid this repetitive loss.	Completed /ongoing	Taylor County Emergency Manage't, Engineering Department	\$5,000	12 months
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2010 Update: The Taylor County Engineering Department and Emergency Management worked jointly to capture all repetitive loss structures in Taylor County. The Engineering Department maintains a list of all such structures, and their current owners on a .dbf database and can provide shape files locating each structure in the county. Taylor County Emergency Management provides annual mitigation opportunities for these structures, to include opportunities to be included on a buyout list, should the County receive such funds from the State or FEMA.

2012 Update: The County continues to maintain an up-to-date database and shapefile and continues its outreach efforts.

2013 Update: Database has been updated

2014 Update: The Taylor County Engineering Department continues to update the database as information is received.

Flood9	Study and development of a sewer system in the growing coastal areas	hurricanes, storms, and flooding	Taylor County proposes to study and eventually develop a county maintained sewer system in the growing communities along the coast. Currently 100's of septic tanks are used and these often flood and contaminate drinking water, canals and dirt during hurricanes and storms.	Ongoing	Taylor County Public Works	\$1,000,000	36 months
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2010 Update: There has been significant progress made on this serious situation. The Steinhatchee community (Taylor County Water Authority) is seeking funds from the Florida Department of Environmental Protection to expand the current sewer system to take people off of hazardous septic systems that often flood and create unsafe water conditions along the coastline with coliform bacteria. Phase I on this project is completed, and Phase II is underway. Taylor Coastal Sewer and Water Authority, and the Big Bend Water Authority are engaged. In addition, the City of Perry is looking to expand its sewer treatment capacity.

2012 Update: Phase II is still in progress.

2014 Update: Big Bend Water Authority is nearing completion of Phase III

Flood10	Additional sirens	hurricanes, storms	Taylor County currently has five warning sirens along the coast. This Project proposes to add additional sirens to improve the warning capabilities	Ongoing	Taylor County Emergency Management	\$50,000	24 months
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2010 Update: Additional sirens are needed for placement on top of the Courthouse, at Jerald Walker Park located on Warner Street, and at Leisure Retreats. Funding for this has not been secured, but remains on the LMS Working Group priority projects.

2011 Update: TCEM and TCSD coordinated and oversaw the installation of two grant funded Local Alert Network Sirens at the School Administration Complex and Taylor Technical Institute.

2012 Update: TCEM continues to maintain the County's siren system and has added the capability of warning residents via text message and email.

2013 Update: TCEM narrowbanded and performed major maintenance on the system.

2014 Update: TCEM has re- implemented monthly coastal siren warning test on the second Thursday of each month.

Flood11	Maintenance of debris removal contract	hurricane, storms, flooding, winter storms	Taylor County plans to maintain the existing debris removal contract with DRC Inc. This contract has no cost until actual work needs to be done.	Ongoing	Taylor County Emergency Manage'm't	\$0	Current
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2010 Update: The County maintains its contract with DRC for debris removal, and with Beck, Inc., for debris monitoring. In addition, the County is upgrading its debris site at Foley Airport in anticipation of any further events requiring debris clearance and removal. The County is ensuring the City of Perry is covered by MOU for debris removal.

2011 Update: Plan annexes have been updated, temporary debris sites leases were renewed, and the County will be seeking RFPs for Debris removal and monitoring at the end of the year.

2012 Update: O'Brien's Response Management was awarded the pre-incident bid to be the County's Debris Monitoring Contractor.

2013 Update: CERES was awarded primary debris management contract. Crowder Gulf was added as a standby contractor.

2014 Update: Contractors remain on contract with no activations at the time of this reporting.

AI11	All-hazard public awareness and educational programs	Hurricanes, tornadoes, severe storms, forest fires, drought, heat wave, winter storms, sinkholes, landslides, erosion, earthquakes	This project proposes the development of public awareness programs to address flood prevention, forest fire prevention, evacuation routes, shelters, safe-room program, current and future construction. These program with the associated information would be continually offered to the public through a variety of methods including classes, internet data dissemination, and printed materials.	Ongoing	Taylor County Emergency Management	\$10,000	6 months
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2011 Update: An ongoing process: TCEM did distribute updated Re-Entry permits and hurricane evacuation zone maps. TCEM continues to present at public events.

2012 Update: TCEM has continued its re-entry permit and public awareness campaigns and the Building Department has continued its repetitive loss outreach.

2013 Update: TCEM has continued its re-entry permit and public awareness campaigns by attending and hosting several public meetings and events and the Building Department has continued its repetitive loss outreach.

2014 Update: TCEM has implemented a Business Re-Entry program, published a 2014 Hurricane Survival Guide, and has issued new 2015-2018 residential Re-Entry permits along with evacuation zone maps. TCEM has also developed its own webpage to public information to the public and is currently developing a Facebook page to keep an all-hazard public awareness presence.

AI12	Countywide disaster recovery business alliance	all hazards	This project proposes to develop a public/private partnership to reduce vulnerabilities in the area through cooperation and education.	Ongoing	Taylor County Emergency Management	\$7,500	12 months
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2010 Update: Taylor County Emergency Management continues to reach out to local businesses and engage them in emergency management in order to reduce vulnerabilities. Representatives from the Buckeye Corporation are sitting members of the LMS working group. Other businesses (Progress Energy, Martin Electronics, etc) have been engaged to participate in emergency management activities. Progress Energy was involved in the County's table top exercise in March, 2010, as they have a major role in utility restoration. This will remain an ongoing effort. The LMS Working Group also keeps the City Commission and County Board apprised of mitigating the impacts of new and existing buildings.

2011 Update: TCEM is actively seeking funds for including this project into its new Long-Term Recovery Plan.

2012 Update: TCEM continues to engage its private sector partners in all phases of disaster. TCEM produced a long-term recovery plan in November 2011 that incorporates the County's economic development vision and TCEM is in development of a business re-entry program.

2013 Update: Business Re-Entry program has been rolled out to the private sector.

2014 Update: TCEM conducted a Flood table-top exercise in Steinhatchee with over 50 participants, including Tre-County electric and Big Ben d Water Authority.

Fire1	Mitigation Burning and Forest fire Management	forest fires	This project proposes the continuation and increase of Department of Forestry mitigation burning on public and private lands. This is an on-going program for FDOF that is contingent on funding and manpower.	Ongoing	Florida Division of Forestry	\$26,500	6 months
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2010 Update: The following areas have been, or will be controlled burned. This is an ongoing effort with the Division of Forestry, and will continue to be a joint effort between the County and the Florida DOF.

Location	County	Area	Date Begin	Date End
Steinhatchee Falls	Taylor		1/29/09	3/19/10
Cabbage Grove	Taylor	Central and north end	1/13/10	3/19/10
Natural Well Branch	Taylor	Central and north end	2/8/10	3/19/10
Cabbage Creek	Taylor		2/8/10	3/19/10
Mount Gilead	Taylor		2/8/10	3/19/10
Shady Grove	Taylor		2/8/10	3/19/10

2011 Update:

Project Name	Treatment Type	Acres Treated	Structures Protected	Estimated Value of Homes or Structures	Date Completed
Pidgeon	Rx Burn	11	31	\$2,578,798	3/9/2010
York	Rx Burn	8	19	\$966,977	3/24/2010
Keaton Beach	Mowing/Plowing	10	36	\$3,464,885	5/13/2010
Hunter	Mowing/Plowing	9.7	18	\$599,594	6/30/2010
Waldo	Mowing/Plowing	7.9	26	\$796,731	6/30/2010

Martin	Mowing/Plowing	7.3	30	\$3,915,697	6/30/2010		
Cash	Mowing/Plowing	7.7	51	\$3,128,091	6/30/2010		
Energy Technical System	Mowing/Plowing	40	25	\$2,120,000	9/13/2010		
Snipes	Mowing/Plowing	2.5	11	\$750,000	9/1/2010		
Quail Point	Mowing/Plowing	40	51	\$8,650,000.00	8/31/2010		
Leisure Retreats/Foley	Mowing/Plowing				3/7/2011		
Leisure Retreats/Pruitt	Mowing/Plowing	7	16	\$1,036,000.00	3/7/2011		
Chemring	Mowing/Plowing	31	30	\$3,915,697	3/19/2011		
2013 Update: Florida Forest Service continues to perform preventative mowing and plowing as conditions and funds warrant.							
2014: DOF has received funding for some mitigation efforts in 2013 and is continuing mowing and plowing efforts for 14/15 budget year. All list projects have been completed and will be removed from the list.							
Fire2	Additional Fire Department Resources	forest fires, all hazards	County Fire resources are minimal and stretched. This project proposes the addition of fire and emergency personnel and equipment especially along the coast.	Proposed	Taylor County Emergency Management	\$500,000	24 months
2010 Update: This is an ongoing need for the County, and remains on the project list. The County continues to allocate limited resources to maintain the coastal fire departments, but more funding is required. The LMS Working Group continues to investigate alternative funding sources to enable these valuable projects.							
2011 Update: TCFR continues to seek funding.							
2012 Update: The Board has agreed to fund the acquisition of new radios, air packs, and bunker gear for an overall investment of nearly \$100,000.							
2013 Update: The Board has allocated \$85,000 in FY14 for equipment repairs and upgrades.							
2014 Update: DOF has received funding for mitigation projects and is currently updating their mitigation activities list for inclusion into LMS projects list. No projects identified at this reporting.							
Fire3	Continue and strengthen local fire burning regulations and enforcement.	forest fires	This Project proposes to continue the current program for permits and fines for individuals burning debris on private lands. This project also proposes to increase the levels of enforcement for these infractions.	Ongoing	Florida Division of Forestry	\$60,000	6 months
2010 Update: This is an ongoing, active project jointly between the Florida Division of Forestry, and Taylor County. This effort has saved the county thousands of dollars through regulation and prevention of escaped private property debris fires. This will continue to be an ongoing effort to protect the citizens of Taylor County from escaped, uncontrolled wildland fires.							
2012 Update: TCFR and TCEM continues to its coordination with the Florida Forest Service in recommending and amending policies for enforcement.							
2013 Update: TCFR and TCEM continues to its coordination with the Florida Forest Service in recommending and amending policies for enforcement.							
2014 Update: TCFR and TCEM continues to its coordination with the Florida Forest Service in recommending and amending policies for enforcement.							
Fire4	Fire awareness educational Program	forest fires	This project proposed the development of an educational outreach program to instruct citizen about ways to minimize fires and protect their property from damage. This would involve instructions about clearing brush and pine straw from around houses and ensure clear access to locations for fire equipment.	Ongoing	Florida Division of Forestry/ Taylor County Emergency Management	\$25,000	12 months
2010 Update: There have been several Firewise presentations given in the County. One was conducted in the Steinhatchee Community (2006), the annual Forest Festival (2008-2009), and at the Perry Rotary Club meetings (2010). In each event, brochures describing basic Firewise concepts were distributed to the residents of Taylor County. The FDOF County Mitigation Planner has visited the County several times to conduct these events, and will continue in the future. Taylor County Emergency Management and Fire Rescue will continue to partner with the FDOF to continue the Firewise program.							
2012 Update: Project is ongoing with appearances by the Forest Festival and local schools.							
2013 Update: Project is ongoing with appearances by the Forest Festival and local schools.							
2014 Update: Outreach continues to local business, civic clubs, schools and during various festivals.							
Fire5	Reduce fire hazard	Urban and wildland fire	This project proposed to increase the water conveyance capacity of the county's water supply in	Ongoing	Taylor County Emergency Management	\$500,000	12 months

				Status	Fund		
			order to bring the system up to the current Florida Fire Prevention Code to minimize the threat of an inadequate water supply capacity.				
<p>2010 Update: This proposed project was added by the LMS Working Group in 2010. There is a need to increase the County's water flow capacity throughout the water network in order to comply with the Florida Fire Code, which requires a level of capacity the County's system does not current have. The LMS Working Group will work to identify potential funding sources for this effort, to include CDBG funding.</p> <p>2012 Update: Funding has not materialized for this project although the group has reached out to the County's CDBG coordinator for further coordination.</p> <p>2013 Update: Coordination with administrative staff continues on this project</p> <p>2014 Update: Coordination with administrative staff continues on this project. Local fire departments are actively pursuing various grants to enhance firefighting.</p>							
Sink1	Reinforce footing for electrical substation	Sinkholes	This project proposes to proactively retrofit Tri-County Electric substation is near a sinkhole for added stability and protection. This project involves adding dirt and reinforcing the adjacent footing.	Completed	Taylor County Emergency Management	\$2,000	36 months
<p>2010 Update: Much of Taylor County is located on top of Karsts topography, making it very susceptible to sinkholes. As described in the hazards analysis section, Taylor County has several open sinkholes throughout the County. One is located close to the Tri-County Electrical substation, and should it expand its width, could compromise the structural integrity of the substation equipment. This project was put on the LMS project list by the LMS Working Group, who is searching for possible funding to initiate this action. This will remain a viable project, and remain on the project list.</p> <p>2012 Update: The group continues to define the project and seek funding</p> <p>2014 Update: No further input from Tri-County. No funding identified at this reporting. This project is completed by private company and will be removed.</p>							
Flood12	Repetitive loss and storm buffer property acquisition	Floods, Hurricanes, Severe Storms, Sinkholes	This project proposes that the County acquire property that is repetitively vulnerable to flooding events.	Proposed	Taylor County County Grants Department	\$750,000	24 months
<p>2012 Update: The project was proposed at the 8/21/12 meeting as a vulnerability reduction measure. The group will begin seeking funding opportunities after the group confirms its inclusion at the November 2012 meeting.</p> <p>2013 Update: Project confirmed. Suitable property identification is ongoing.</p> <p>2014 Update: No funding opportunities</p>							
AI13	Acquire permanent and mobile standby generators	Hurricanes, tornadoes, severe storms, forest fires, drought, heat wave, winter storms, sinkholes, landslides, erosion, earthquakes	This project proposes to acquire permanent and mobile generators for the purpose of mitigating the effects of long-term power outages	Proposed	Taylor County Emergency Management	\$400,000	36 months
<p>2012 Update: Proposed at 8/21/12 meeting; TCEM continues to seek funding opportunities and assess critical facility needs</p> <p>2013 Update: Project confirmed. TCEM is compiling generator needs and pricing.</p> <p>2014 Update: Needs identified for permanent standby generators and awaiting funding for critical facilities, to include Doctors Memorial Hospital, Forest Capital Hall, Steinhatchee Fire Department</p>							
AI14	All hazards critical facility hardening	Hurricanes, tornadoes, severe storms, forest fires, drought, heat wave, winter storms, sinkholes, landslides, erosion, earthquakes	This project proposes to fund hardening efforts at critical facilities through the acquisition and installation of materials to mitigate the impacts of hazards and ensure the viability and safety of facilities designated as critical to maintaining the health and safety of the community.	Proposed	Taylor County Emergency Management, Building and Planning, Engineering, Grants Departments	\$1,00,000	36 months

2012 Update: Proposed at 8/21/12 meeting; TCEM continues to coordinate the identification of facility needs.

2013 Update: TCEM is coordinating with departments to identify hardening needs and projects.

2014 Update: TCEM continues to work to identify hardening needs.

Wind 1	Wind Retrofits to shelters	Hurricanes, storms, and tornados	There is a need to further strengthen the County's primary and backup shelters to the effects of high winds.	Proposed	Taylor County Emergency Management	\$200,000	24 months
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2014 Update: Taylor County School District has applied and was awarded a grant of \$375,000 to install shutters on TCHS windows. TCEM continues to seek additional funding for shelters. Project scheduled to be completed June 2015.

Flood 13	Countywide standby generator acquisition and install	All Hazards	This project proposes the construction of a new bridge and culvert across Woods Creek at Charles Sadler Lane. This will lessen the effects of flooding.	Completed	Taylor County Emergency Management	\$70,000	24 months
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2014: Project completed by property owners. Will move to have project deleted at December LMS meeting.

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

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

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

Meeting Agenda

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

February 27, 2014 Minutes

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

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

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

REVIEW OF ACTION ITEMS:

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

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

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

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

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

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

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

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

ACTION ITEMS NEXT QUARTER

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

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

June 16, 2014

Meeting Minutes

Attendance

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

Meeting Agenda

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

Minutes

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

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

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

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

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

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

Long Term Recovery

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

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

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

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

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

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

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

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

ACTION ITEMS NEXT QUARTER

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

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

September 9, 2014

Meeting Minutes

Attendance

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

Meeting Agenda

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

Minutes

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ACTION ITEMS NEXT QUARTER

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

LMS Working Group
Taylor County Emergency Operations Center

December 19, 2014

Meeting Minutes

Attendance

NAME	ORGANIZATION	PHONE	EMAIL
Steve Spradley	Taylor County EM	838-3575	Steve.spradley@taylorcountygov.com
Chris Brannon	FFS	838-2299	Christopher.brannon2@freshfromflorida.com
Michelle Pitts	Grants	838-3553	Grants.assist@taylorcountygov.com
Shaun Cayson	TCFR	838-7904	Scayson1277@gmail.com
Gary Wambolt	Solid Waste	838-3533	Solid.waste@taylorcountygov.com
Kristy Anderson	Taylor County EM	838-3575	Kristy.anderson@taylorcountygov.com
Dustin Hinkel	Taylor County Admin.	838-3500	Dustin.hinkel@taylorcountygov.com
Jonathan Murphy	TCFR	838-2355	Fire4@taylorcountygov.com
Michael Fox	TCFR	672-1698	Fire4@taylorcountygov.com
Brian Bradshaw	FDEM	850-519-8639	Brian.bradshaw@em.myflorida.com
Brooks Butler	Foley Cellulose LLC	371-2288	Brooks.butler@gapac.com
Dan Cassel	TCFR Chief	838-3522	Ps.director@taylorcountygov.com

Meeting Agenda

- Review of Minutes and Action Items from September 9, 2014 meeting
- LMS Group to continue to research and evaluate potential LMS projects for inclusion into the LMS Project List, especially projects that enhance CRS Class
- Discuss current LMS projects list and update and/or remove completed projects.
- Discuss any identified SRWMD grant assistance for LMS projects throughout the county.
- Emergency Management discuss finalization of Flood Response Plan to enhance CRS
- Discuss any progress from SRWMD and County Administration for utilizing Corp of Engineers to conduct flood engineering studies in County
- Discuss any updates on work with Engineering to add storm water and drainage projects to LMS project list

Minutes

Steve Spradley thanked all for coming during the holidays season. He introduced Brian Bradshaw to the meeting who is the Region II coordinator for the Florida Department of Emergency Management.

S. Spradley stated that each county is required by statute to have a local mitigation strategy group to identify the hazards within the county and establishes a LMS report. The main focus

today will be to identify and update the list. We have researched the list and need to take some of the projects off. The meeting minutes of the last meeting of September 9, 2014 were reviewed. The Taylor County Board of County Commissioners chair will report to Department of Emergency Management in January on deleted and updated projects. SRWMD is working with Corp of Engineers to identify grant assistance. We will continue to review the CRS standards.

G. Wambolt questioned the Corp of Engineer study. This study is on flood prone areas in the Suwannee River basin. G. Wambolt reminded the group of the creeks and rivers around Taylor County that need debris removal for better flow. S. Spradley stated that he would follow-up with SRWMD.

S. Spradley reviewed the attached LMS progress report memo to J. Boothby which lists projects approved by the committee in the past.

Updates:

- Flood issue #3 Jamie Boothby forwarded the flood plan to CRS and that it was returned. With continued additions we hope that there is not a lot of rating difference that will be gained.
- Fire #1 update #1 Fire service projects are completed. C. Brannon confirmed that they have been completed. S. Spradley moved to remove these items. Continue to evaluate and try to obtain grant funding for future fire wise projects. J. Smith and county Forestry recently updated the county commission on their yearly report.
- Sink #1 Reinforcing footing for electrical substation. S. Spradley reached out to Tri-County Electric and they stated that they were not familiar with it. Project complete.
- All #3 Acquire permanent and mobile stand-by generators. S. Spradley stated that we should identify and discuss some of the critical facilities that could benefit from mobile or permanent generators. You must have a cost benefit analysis to where it benefits. The hospital has recently purchased new chillers and they have now crossed a new requirement according to AHCA. They have been informed that they need generators to keep the hospital open during power outage. The hospital is a county building so updates may fall back to the county. Research has shown that it will be quite expensive. D. Hinkel asked if the generator at the EOC runs the air conditioner. S. Spradley stated that it did and it is a 100 kW. Rental of a generator for the hospital would be \$17,000.00 per week.

There has been discussion at past LMS meetings for the fuel station for the city impound. Barney Johnson stated that they did have a generator and all tanks are above ground and can be gravity fed. He was not aware of any need for generators. He advised that the PD, FD and City Hall had emergency generator power. S. Caruso stated in the past that they have two generators that can work for the lift stations.

S. Spradley stated that we did a study for the county road camp for a generator for the gas pumps and shop which was \$17,000 just for the generator itself. The road camp does have an emergency generator for fuel pumps. We also did a study for transfer switches for Forest Capital Hall which was \$15,000 alone for them. D. Cassel stated that he had transfer switches at his office and S. Spradley will check. S. Spradley asked if we need to classify Forest Capital Hall as a critical host shelter. D. Hinkel stated that it

would be used so that the schools could stay open. He also stated that we needed to add the county jail as a critical facility. S. Spradley will check on the status of a generator at the jail.

- Wind #1. S. Spradley stated that he checked with D. Anderson from the school system and shutters will be installed on the windows at the high school, but will have a problem opening the windows. This project has to be completed by June. D. Cassel asked if the schools had generator capability. S. Spradley stated that there was a generator at the elementary school. M. Fox asked if the airport has a generator to run the runway lights. S. Spradley will check on this.

S. Spradley asked if there were any other critical facilities such as government buildings or fire stations that could qualify for generators. D. Cassel stated that the fire station at Econfina does not qualify needing a generator since it has no facilities that are necessary and doors can open manually. However, the Steinhatchee FD could use a generator.

D. Hinkel asked B. Bradshaw if there was any service that can come in any help identify a critical facilities mitigation projects. D. Hinkel stated that this county could benefit from a cost benefit analysis workshop which would help us identify specific projects. Smaller counties do not have the staff or capabilities to properly mitigate against a disaster. S. Spradley stated that he remembered a cost analysis benefit workshop in the panhandle and Taylor County could not attend. He stated that the project has to be on the list to qualify for the mitigation process. After a declared disaster mitigation money becomes available to that certain area. S. Spradley explained the Tier process with the group. He stated that January 6th is the cut off day and that we fall behind because we do not have the resources to process the applications. We will continue to work to build on our mitigation process. Bradshaw said that he would do some research on this and get an answer for the group.

S. Spradley stated that J. Boothby, CRS Coordinator for Taylor County, has informed him that the CRS review has now been put off until 2016. We will continue to work with her on that to update. The CRS is for the National Flood Insurance Plan for decrease on flood insurance. Taylor County is currently rated at a 7 and most counties are not much lower. We will continue to strengthen the CRS to get rates down. A flood exercise was held in Steinhatchee to meet required standards to show that the county is practicing evacuation plans.

It was discussed and agreed that unless there were specific issues that surfaced we would no longer have the LMS meetings quarterly. Instead beginning in 2015 we will schedule a meeting in the spring and fall of the year.

ACTION ITEMS NEXT QUARTER

- Next LMS/LTR meeting is tentatively set for April 2015.
- Work with county Grants Department on establishing cost-benefit processes for hospital and other critical facilities generators.
- LMS Group to continue to research and evaluate potential LMS projects for inclusion into the LMS Project List.
- Work with SRWMD to identify and develop grant assistance for LMS projects throughout the county.

- Work with SRWMD and County Administration for utilizing Corp of Engineers to conduct flood engineering studies in County Review CRS standards to see how EM and the workgroup can assist the Building and Planning Department.



STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

RICK SCOTT
Governor

BRYAN W. KOON
Director

December 1, 2014

MEMORANDUM

TO: Chairman, Board of County Commissioners
Local Mitigation Strategy Working Group Chair/Coordinator

FROM: Miles E. Anderson, Mitigation Bureau Chief
State Hazard Mitigation Officer *msa*
Florida Division of Emergency Management

SUBJECT: Annual request for update, per 27P-22 Florida Administrative Code

The purpose of this memo is to remind the Local Mitigation Strategy (LMS) Chairperson of the Florida Administrative Code 27P-22.004 requiring an annual update on information regarding the LMS plan and working group.

Please provide the following materials:

- Current list of members of the LMS working group, identifying current chairperson and/or coordinator (and contact information- e-mail, phone, and mailing address)
- Current list of mitigation measures (also referred to as actions, initiatives or projects)
- Major changes (if applicable) to the local hazard assessment, critical facilities list, repetitive loss properties list or plan maps occurring in the past year.

The Florida Administrative Code 27P-22.004 is enclosed for your reference. **Please note: this is not a request for your 5-year plan update.**

Please send this updated information *by the last working weekday of January 2015* (January 30, 2015) to the following address:

Florida Division of Emergency Management
Attention: Mitigation Planning Section
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100

or email the information to your LMS State Liaison, per the enclosed map. Your liaison can also answer any questions or comments on this matter if needed. Thank you.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Requesting Board to hold two public hearings (February 2 and February 17) to discuss the upcoming funding cycle for the Florida Boating Improvement Program (FBIP).

MEETING DATE REQUESTED:

January 20, 2014

Statement of Issue: The 2015 funding cycle for the FBIP grant program will be open in late February 2015. Staff is requesting approval to hold public hearings February 2 and February 17 to discuss the upcoming funding cycle and possible grant submission.

Recommended Action: Approval to hold two public hearings as requested.

Fiscal Impact: Not applicable at this time. A cash match of 50% of the total project cost would be required for the application to be competitive. "In Kind" services can be used for a portion of the match. The match would be required FY 2015-2016.

Budgeted Expense: Y/N Not applicable at this time.

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The 2015 funding cycle will be open in February for the FBIP grant program. Eligible use of grant funds include: Boat ramps, piers, docks, recreational channel markers, derelict vessel removal , boating education, and other boating-related activities that enhance boating access for recreational boating such as restroom facilities and paved parking in the immediate area of the boat ramp.

It is important to note these grant funds can only be used for recreational boating enhancements and improvements not commercial activities and use. The County was awarded a grant FY 2013 for improvements to the Williams Fish Camp Landing (Mandalay) boat ramp and this project is currently underway. The County did not submit application to the FBIP grant program in 2014.

Attachments: Information on the FBIP Program



**Florida Fish
and Wildlife
Conservation
Commission**

MyFWC.com

Division of Law
Enforcement

Boating and
Waterways Section

Florida Boating
Improvement
Program

620 South Meridian
Street
Tallahassee, FL
32399-1600

Tel: (850) 488-5600
Fax: (850) 488-9284
E-mail:
FBIP@MyFWC.com

Florida Boating Improvement Program Guidelines

January 2015

Permission is granted for duplication, use and reuse of any and all information contained in this document.

PROGRAM ADMINISTRATOR: The Commission's staff member designated by the Director, Division of Law Enforcement, to manage the Florida Boating Improvement Program.

PROGRAM FUNDS: Funds appropriated for the Florida Boating Improvement Program as specified in Sections 206.606 and 370.0603, Florida Statutes.

PROJECT: Component(s) designed to provide additional or enhanced boating access that meet criteria.

PROJECT COMPLETION CERTIFICATION: Form completed by the Recipient certifying that the Project is completed in accordance with the Agreement.

PUBLIC LAUNCHING FACILITY: A boat ramp, lift, hoist, marine railway or similar facility for launching and retrieving vessels from the water; includes associated amenities like boarding docks and boat trailer parking.

RECIPIENT: The Applicant that has been awarded Program funds and party responsible for completing the project and the operation and maintenance of the site.

RECREATIONAL CHANNEL MARKING: Labor and materials to provide and install any device external to a vessel intended to assist a mariner to determine position or safe course, warn of dangers or obstructions to navigation, or to alert the mariner of various regulatory matters.

RURAL AREA OF CRITICAL ECONOMIC CONCERN: A region composed of rural communities adversely affected by extraordinary economic events, meet the criteria stipulated in Section 288.0656, Florida Statutes, and designated as established by Executive Order.

SECTION III – ELIGIBILITY

3.1 Eligible Participants

Eligible participants shall include county governments, municipalities and other local governmental entities of the State of Florida.

3.2 Eligible Uses of Program Funds

Only those funds necessary for the planning, design, engineering, permitting, development, new construction, expansion or rehabilitation of projects statewide on coastal and inland waters that enhance recreational boating for motorized vessels through projects in the following categories:

A. Recreational Channel Marking and Other Uniform Waterway Markers:

- Costs associated with the installation, repair, or replacement of signs or buoys marking an FWC permitted boating restricted zone.

- Costs associated with the installation, repair, or replacement of permitted signs or buoys marking a channel to/from a recreational boating access facility.
- Costs associated with the installation, repair, or replacement of permitted signs or buoys which provide information to recreational boaters (other than aids to navigation).

B. Boating Access:

- Costs associated with the construction, repair, or enhancement of publicly owned boat ramps, lifts, hoists, marine railways and other public launching facilities for recreational boaters.
- Costs associated with the construction, repair, or enhancement of a publicly-owned marina, mooring field, dry storage facility and associated amenities.
- Costs associated with the construction, repair, or enhancement of associated amenities for recreational boaters. Eligible amenities include boarding docks, staging areas, restrooms, trailer parking, access roads, utilities hook-ups, and educational kiosks.

C. Derelict Vessel Removal:

- Costs for the removal and disposal of derelict vessels as defined in section 823.11, Florida Statutes. A sworn law enforcement officer must determine a vessel meets the definition in statute and this determination must be verified by the Commission in the Florida Fish and Wildlife Conservation Commission's Statewide At-Risk and Derelict Vessel Database to be eligible for removal.
- Only derelict vessels that are located on the public waters of the state may be removed with grant funds.

D. Boater Education:

- Costs associated with projects that will increase public knowledge of boating issues through brochures, pamphlets, boaters guides, educational programs, or kiosks.

E. Other Local Boating-Related Activities:

- Costs associated with non-construction projects that increase or enhance boating access for recreational boaters including, but not limited to, research, studies, or planning to determine the need for additional boating access or improvements.
- Costs associated with projects that improve boater safety, boater education, or boater understanding of waterway regulations.

- Costs associated with construction projects (excluding boat ramps, lifts, hoists, marine railways, piers, docks, or other public launching facilities) that increase boating access for recreational boaters.
- Costs associated with projects that provide economic development and promote boating in the state.

3.3 Ineligible Uses of Program Funds

Program Funds will not be awarded for projects that do not directly relate to the enhancement of boating or boating access within the state. Costs listed below are **not** eligible for reimbursement under this Program:

- Costs for the construction or repair of any facilities not directly related to boating access (such as park benches, gazebos, trails, fishing piers, picnic areas, general parking for picnic areas, restrooms and walkways for picnic areas, etc.)
- Costs for the construction or repair of any boating access facilities not open to the general public on a first come, first served basis with no qualifying requirements such as club membership or stock ownership or equity interest.
- Costs associated with preparation of grant application(s). This includes overhead, payroll, salaries or accounting costs.
- Costs related to the acquisition of real property.
- Costs for any legal fees.
- Costs associated with ordinary operation, or routine maintenance of the proposed project. This includes costs to provide power, water or sewer or any other utilities or services to the facility for the stipulated length of the Grant Agreement.
- Costs expended for any type or form of security activities, watchmen, fee collection, maintenance or other personnel costs.
- Costs associated with the acquisition or use of any type of equipment such as park equipment, vehicles, lawn care, dredge, computers, projectors, or other capital equipment used for operation and maintenance of the existing or completed project.
- Costs associated or directly related to a component of a project that would create or increase a boating safety hazard.
- Costs for any type of general business, marketing or promotional plans.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO RATIFY THE COUNTY ADMINISTRATOR'S SIGNATURE ON A REVISED LEASE AGREEMENT WITH THE GENERAL SERVICES ADMINISTRATION FOR THE VA CLINIC SPACE, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

MEETING DATE REQUESTED:

JANUARY 20, 2015

Statement of Issue: CHANGES REQUESTED BY THE VA INCREASED THE SHELL RATE OF THIS LEASED SPACE.

Recommended Action:

Fiscal Impact:

Budgeted Expense:

Submitted By:

Contact: DUSTIN HINKEL, COUNTY ADMINISTRATOR

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

Attachments:

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDING SERVICE LESSOR'S ANNUAL COST STATEMENT IMPORTANT - Read attached "Instructions"	1. SOLICITATION FOR OFFERS VA248-13-R-0199		2. STATEMENT DATE
	3. RENTAL AREA (SQ. FT.)	3A. ENTIRE BUILDING	3B. LEASED BY GOV'T

4. BUILDING NAME AND ADDRESS (No., street, city, state, and zip code)

**SECTION I - ESTIMATED ANNUAL COST OF SERVICES AND UTILITIES
FURNISHED BY LESSOR AS PART OF RENTAL CONSIDERATION**

SERVICES AND UTILITIES	LESSOR'S ANNUAL COST FOR		FOR GOVERNMENT USE ONLY
	(a) ENTIRE BUILDING	(b) GOV'T-LEASED AREA	
A. CLEANING, JANITOR AND/OR CHAR SERVICE			
5. SALARIES		0	
6. SUPPLIES (Wax, cleaners, cloths, etc.)		0	
7. CONTRACT SERVICES (Window washing, waste and snow removal)		0	
B. HEATING			
8. SALARIES		0	
9. FUEL ("X" one) <input type="checkbox"/> OIL <input type="checkbox"/> GAS <input type="checkbox"/> COAL <input type="checkbox"/> ELEC-TRIC		0	
10. SYSTEM MAINTENANCE AND REPAIR			
C. ELECTRICAL			
11. CURRENT FOR LIGHT AND POWER (Including elevators)		0	
12. REPLACEMENT OF BULBS, TUBES, STARTERS		0	
13. POWER FOR SPECIAL EQUIPMENT		0	
14. SYSTEM MAINTENANCE AND REPAIR (Ballasts, fixtures, etc.)		0	
D. PLUMBING			
15. WATER (For all purposes) (Include sewage charges)		0	
16. SUPPLIES (Soap, towels, tissues not in 6 above)		0	
17. SYSTEM MAINTENANCE AND REPAIR		0	
E. AIR CONDITIONING			
18. UTILITIES (Include electricity, if not in C11)		0	
19. SYSTEM MAINTENANCE AND REPAIR			
F. ELEVATORS			
20. SALARIES (Operators, starters, etc.)		0	
21. SYSTEM MAINTENANCE AND REPAIR		0	
G. MISCELLANEOUS (To the extent not included above)			
22. BUILDING ENGINEER AND/OR MANAGER		0	
23. SECURITY (Watchmen, guards, not janitors)		0	
24. SOCIAL SECURITY TAX AND WORKMEN'S COMPENSATION INS.		0	
25. LAWN AND LANDSCAPING MAINTENANCE		0	
26. OTHER (Explain on separate sheet)		0	
27. TOTAL		0	

SECTION II - ESTIMATED ANNUAL COST OF OWNERSHIP EXCLUSIVE OF CAPITAL CHARGES

28. REAL ESTATE TAXES			
29. INSURANCE (Hazard, liability, etc.)			
30. BUILDING MAINTENANCE AND RESERVES FOR REPLACEMENT		\$7.36	Shell Rate = \$11,679.20 per year
31. LEASE COMMISSION			
32. MANAGEMENT			
33. TOTAL			

LESSOR'S CERTIFICATION - The amounts entered in Columns (a) and (b) represent my best estimate as to the annual costs of services, utilities and ownership.	34. SIGNATURE OF <input checked="" type="checkbox"/> OWNER <input type="checkbox"/> LEGAL AGENT	
	TYPED NAME AND TITLE	DATE
	34A. Dustin Hinkel, County Administrator	34C. 1/7/2014
	35A.	35C.

INSTRUCTIONS
FOR
LESSOR'S ANNUAL COST STATEMENT
GSA FORM 1217

In acquiring space by lease, it is the established policy of GSA to enter into leases only at rental charges which are consistent with prevailing scales in the community for facilities.

ITEM NUMBER

1. Enter the Government lease or Solicitation for Offers number, if available.
2. Enter the date that your statement was prepared and signed.
3. A. Enter in this block a computation of the rentable area (multiple tenancy basis) for the entire building. The rentable area shall be computed by measurement to the inside finish of permanent outer building walls to the inside finish of corridor walls (actual or proposed) or to other permanent partitions, or both. Rentable space is the area for which a tenant is charged rent. It is determined by the building owner and may vary by city or by building within the same city. The rentable space may include a share of building support/common areas such as elevator lobbies, building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. The rentable space generally does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts, and vertical ducts.
- B. Enter in this block a computation of the rentable area to be rented to the Government. For this area, follow the procedure as outlined above, except that measurements are to be made only to the center of the partitions which separate the area to be rented by the Government from adjoining rented or rentable areas.
4. Identify the property by name and address.

SECTION I
ESTIMATED ANNUAL COST
OF SERVICES AND UTILITIES

- 5.-26. The services and utilities listed in this section are required in most of our rented space whether furnished by the Government or the Lessor.

Carefully review the Solicitation for Offers and/or the proposed lease to identify those services and utilities to be furnished by you as part of the rental consideration. Then enter your best cost estimate, or the actual cost from the previous year, for each of these services and utilities in column (a) for the entire building and in column (b) for the area to be rented to the Government. If any service or utility furnished for the space rented

by the Government is not furnished throughout the building, or the cost of a service or utility furnished to the Government space exceeds the cost of the same service or utility furnished to other rented space, explain on a separate sheet. For convenience, each major category has been divided into separate items such as salaries and supplies so that they may be entered when applicable. However, in the event that your records are not maintained for each item contained in Section I, 5 through 26, the total for a major category (A through F) may be entered under the category heading in columns (a) and (b) in lieu of the specific items. System maintenance and repairs includes the annual cost of such items as oiling, inspecting, cleaning, regulating, and routine replacement costs.

SECTION II
ESTIMATED ANNUAL COST OF OWNERSHIP
EXCLUSIVE OF CAPITAL CHARGES

Items 28 through 32 will be useful in the Government's determination of the fair market value of the space to be rented and shall be completed irrespective of whether Section I is applicable, as follows:

28. Include all applicable real estate taxes imposed upon the property.
29. Enter the annual cost of fire, liability, and other insurance carried on the real estate.
30. Enter the annual cost of wages, materials, and outside services used in repairs and maintenance of the building itself and all similar repairs and maintenance costs not included in Section I above (Heating, Electrical, Plumbing, Air Conditioning, and Elevators). This includes major repairs and changes in the nature of a permanent improvement such as annual cost to replace relatively short-lived items such as boiler, compressors, elevators, and roof coverings.
31. Enter any lease commission which you may be responsible for due to the Government leasing action.
32. Include administrative expenses such as agency fees, legal fees, auditing, and advertising. Do not include financial charges such as income or corporate taxes or organization expense.
- 34.-35. Complete Lessor certification.

Dustin Hinkel

From: Griner, Rachel <Rachel.Griner@va.gov>
Sent: Wednesday, January 07, 2015 9:26 AM
To: Dustin Hinkel; Spann, Mike; Danny Oquinn; Kenneth Dudley
Cc: Smith, Robyn I.; Adams, Chad; Ross, Nicklous; Beckham, Jake; Wall, Phillip; Margaret Dunn
Subject: RE: Perry Clinic, Use of Prison Labor
Attachments: GSA FORM 1217 (1-6-2015).pdf
Importance: High

Great!!! With the addition of the \$260, the rate will change to \$7.36 per square foot. Attached is a revised 1217 for your signature.

Thanks
rae

From: Dustin Hinkel [mailto:dustin.hinkel@taylorcountygov.com]
Sent: Wednesday, January 07, 2015 8:33 AM
To: Griner, Rachel; Spann, Mike; Danny Oquinn; Kenneth Dudley
Cc: Smith, Robyn I.; Adams, Chad; Ross, Nicklous; Beckham, Jake; Wall, Phillip; Margaret Dunn
Subject: [EXTERNAL] RE: Perry Clinic, Use of Prison Labor

Good Morning Ms. Griner,

The \$260 is the annual maintenance cost that was requested in the lease amendment. It appears that it is the government's intent to incorporate this cost in the shell rent.

B. "Provide one (1) each flagpole at a location agreed to by the Government. Flagpole shall extend at least 35 ft. above the ground.. Flagpole shall be equipped with rope and hardware for three flags. The Government will provide the flags. Provide one (1) each exterior light fixture, mounted on the building) to illuminate the flags at night. Automatic switching for light fixture shall be provided. **Provide concrete pad minimum 36 sf at base of pole.**"

Please provide an annual cost to maintain and replace the Flag Pole that can be incorporated into the shell rent for this space.

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: Griner, Rachel [<mailto:Rachel.Griner@va.gov>]
Sent: Wednesday, January 07, 2015 7:55 AM
To: Dustin Hinkel; Spann, Mike; Danny Oquinn; Kenneth Dudley
Cc: Smith, Robyn I.; Adams, Chad; Ross, Nicklous; Beckham, Jake; Wall, Phillip; Margaret Dunn
Subject: RE: Perry Clinic, Use of Prison Labor
Importance: High

Mr. Hinkel, the cost for the flagpole maintenance (\$260.00), I assume, is an annual cost that should be included in the Building Shell rate of \$7.20 negotiated earlier this year. Is it your intention to increase this rate or to include the maintenance requirement for the flagpole at no extra cost to the Government?

Please advise.

Thanks
rae

From: Dustin Hinkel [<mailto:dustin.hinkel@taylorcountygov.com>]
Sent: Monday, January 05, 2015 5:27 PM
To: Spann, Mike; Griner, Rachel; Danny Oquinn; Kenneth Dudley
Cc: Smith, Robyn I.; Adams, Chad; Ross, Nicklous; Beckham, Jake; Wall, Phillip; Margaret Dunn
Subject: [EXTERNAL] RE: Perry Clinic, Use of Prison Labor

Good Evening All,

We have a meeting set with a canopy vendor on Thursday to discuss pricing for the additional length requested for the canopy. The rest of our additional costs are listed below as was requested.

Sidewalk from parking lot: \$2,000 (this figure could double if water/sewer services need to be routed)
10' X 12' Shed with floor anchored to existing concrete slab: \$2,200
Flagpole installation: \$2,200
Flagpole light with sensor: \$334

Flagpole maintenance: \$260

I have tasked our Project Manager Danny with coordinating with the asbestos contractors to begin the demolition phase of the project.

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: Spann, Mike [<mailto:Michael.Spann2@va.gov>]
Sent: Monday, January 05, 2015 10:47 AM
To: Griner, Rachel; Dustin Hinkel; Danny Oquinn; Kenneth Dudley
Cc: Smith, Robyn I.; Adams, Chad; Ross, Nicklous; Beckham, Jake; Wall, Phillip; Margaret Dunn
Subject: RE: Perry Clinic, Use of Prison Labor

Have not received a response.

From: Griner, Rachel
Sent: Monday, January 05, 2015 9:17 AM
To: Spann, Mike; Dustin Hinkel; Danny Oquinn; Kenneth Dudley
Cc: Smith, Robyn I.; Adams, Chad; Ross, Nicklous; Beckham, Jake; Wall, Phillip; Margaret Dunn
Subject: RE: Perry Clinic, Use of Prison Labor
Importance: High

Mr. Span, thanks for providing the email below. Can you advise if you received a response from the county?
Thanks
rae

From: Spann, Mike
Sent: Monday, December 22, 2014 12:33 PM
To: Dustin Hinkel; Danny Oquinn; Kenneth Dudley
Cc: Smith, Robyn I.; Adams, Chad; Ross, Nicklous; Griner, Rachel; Beckham, Jake; Wall, Phillip; Margaret Dunn
Subject: RE: Perry Clinic, Use of Prison Labor

Dustin, I believe Rachel Griner is off for the next few days. If you would go and reconcile all of the changes to one document with consolidated pricing, and go ahead and provide it, it can be reviewed while Rachel is off and be ready for her action when she returns.

From: Dustin Hinkel [<mailto:dustin.hinkel@taylorcountygov.com>]
Sent: Thursday, December 18, 2014 3:16 PM
To: Spann, Mike; Danny Oquinn; Kenneth Dudley
Cc: Smith, Robyn I.; Adams, Chad; Ross, Nicklous; Griner, Rachel; Beckham, Jake; Wall, Phillip; Margaret Dunn
Subject: [EXTERNAL] RE: Perry Clinic, Use of Prison Labor

Good Afternoon All,

I want to thank you all for your patience and persistence in this project. It appears we have finally reached the cusp of our project. Now that we are all in agreement on the construction schedule and plan, may I recommend a revised lease amendment to properly encapsulate the changes we have made. Also, since we have made additions to the original build out I believe it would be necessary to re-evaluate the original build out reimbursement of \$103,557. I believe that we have provided the pricing of these additions throughout the process, but we can reconcile and provide them again for the VA's consideration. As see no issue turning loose our crews as soon as the revised amendment is executed. We greatly appreciate the VA's flexibility in working with our resource constraints.

Thanks!

Dustin Hinkel

County Administrator
Taylor County Board of County Commissioners

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<http://www.taylorcountygov.com>

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From: Spann, Mike [<mailto:Michael.Spann2@va.gov>]
Sent: Thursday, December 18, 2014 2:38 PM
To: Danny Oquinn; Dustin Hinkel; Kenneth Dudley
Cc: Smith, Robyn I.; Adams, Chad; Ross, Nicklous; Griner, Rachel; Beckham, Jake; Wall, Phillip
Subject: Perry Clinic, Use of Prison Labor

Due to the time it would take to get a contract in place to have a contractor perform the work for the Perry clinic, it does not appear that it would be economically feasible or of a time benefit to the Government. Therefore, it is requested that the County proceed as initially proposed with the use of prison labor to complete the construction with a completion date of August 1, 2015.

From: Danny Oquinn [<mailto:danny.oquinn@taylorcountygov.com>]
Sent: Thursday, December 18, 2014 2:13 PM
To: Spann, Mike
Subject: RE: [EXTERNAL] RE: SLA #P00001 to Lease for Perry VA Clinic

I don't see any reason why work couldn't begin as soon as possible after the first of the year, there would be at least a three week wait before construction could begin. According to what Mr. Parker passed on to me the asbestos

abatement company needs a two week notice before they actually perform the asbestos abatement and then however long the abatement actually takes to complete. As far as being completed by August I don't see any reason this can't be accomplished provided we get a inmate crew on a regular basis.

Thank You,

From: Spann, Mike [<mailto:Michael.Spann2@va.gov>]

Sent: Thursday, December 18, 2014 11:04 AM

To: Kenneth Dudley

Cc: Dustin Hinkel; Danny Oquinn; Adams, Chad; Ross, Nicklous; Smith, Robyn I.; Beckham, Jake; Wall, Phillip; Griner, Rachel

Subject: RE: [EXTERNAL] RE: SLA #P00001 to Lease for Perry VA Clinic

Ken, the time to actually award a contract to a contractor and for the contractor to get mobilized to work is about 3 months, if everything goes smoothly. How soon could work begin on the clinic if you use all prison labor? Thanks.

From: Spann, Mike

Sent: Thursday, December 18, 2014 11:01 AM

To: 'Kenneth Dudley'

Cc: Dustin Hinkel; Danny Oquinn; Adams, Chad; Ross, Nicklous; Smith, Robyn I.; Beckham, Jake; Wall, Phillip; Griner, Rachel

Subject: RE: [EXTERNAL] RE: SLA #P00001 to Lease for Perry VA Clinic

Still one question. If the hard ceiling in the corridor is not replaced with lay-in ceiling, how do you get access above the existing hard ceiling in the corridor to install cabling?

From: Kenneth Dudley [<mailto:county.engineer@taylorcountygov.com>]

Sent: Thursday, December 18, 2014 8:50 AM

To: Spann, Mike

Cc: Dustin Hinkel; Danny Oquinn; Adams, Chad; Ross, Nicklous; Smith, Robyn I.; Beckham, Jake; Wall, Phillip; Griner, Rachel

Subject: RE: [EXTERNAL] RE: SLA #P00001 to Lease for Perry VA Clinic

See attached revision and comment below.

Please concur that drawings are complete and ready to present along with a copy of the lease(s) to a Commercial Contractor for pricing and construction schedule. Once the VA accepts the drawings, we will present the drawings to a local General Contractor for a statement of probable cost and timeline. I expect he will require up to two weeks to prepare such.

If the VA's timeline will not accommodate the Inmate construction schedule (necessitating commercial construction), we will require a minimum of a month for advertisement after receiving the VA decision to support the added expense of contracted construction not to mention a week or two to prepare the bid specifications. Two additional weeks will also be needed to award the project with a possible additional two weeks before the contractor could mobilize and begin construction.

Kenneth Dudley, P.E.

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From: Spann, Mike [<mailto:Michael.Spann2@va.gov>]

Sent: Thursday, December 18, 2014 7:17 AM

To: Kenneth Dudley

Cc: Dustin Hinkel; Danny Oquinn; Adams, Chad; Ross, Nicklous; Smith, Robyn I.; Beckham, Jake; Wall, Phillip; Griner, Rachel

Subject: RE: [EXTERNAL] RE: SLA #P00001 to Lease for Perry VA Clinic

See response in green below.

From: Kenneth Dudley [<mailto:county.engineer@taylorcountygov.com>]

Sent: Tuesday, December 16, 2014 2:30 PM

To: Spann, Mike

Cc: Dustin Hinkel; Danny Oquinn; Adams, Chad; Ross, Nicklous; Smith, Robyn I.; Beckham, Jake; Wall, Phillip; Griner, Rachel

Subject: RE: [EXTERNAL] RE: SLA #P00001 to Lease for Perry VA Clinic

See comments

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: Spann, Mike [<mailto:Michael.Spann2@va.gov>]

Sent: Tuesday, December 16, 2014 1:49 PM

To: Kenneth Dudley

Cc: Dustin Hinkel; Danny Oquinn; Adams, Chad; Ross, Nicklous; Smith, Robyn I.; Beckham, Jake; Wall, Phillip; Griner, Rachel

Subject: FW: [EXTERNAL] RE: SLA #P00001 to Lease for Perry VA Clinic

The attached drawings have been reviewed and the following comments are provided:

1, Sheet 2 of 8, Site Plan – Show canopy at main entrance.

Provide proposed configuration, style, design specifics of canopy required.

Wouldn't it obstruct the front transom windows?

Lease seems conflicting. Is it 4 ft wider than the 5 ft sidewalk or is it 7' x 12'?

Is the 7' or the 12' the width?

The language is a little confusing. With a 5' sidewalk the canopy would be 9' wide or 9' X 12', the 9' being the width.

The canopy should be as pictured in the attachment.

2. Sheet 5 of 8, Electrical Plan, Room 100 – The duplex receptacle in the common wall with Room 101 should be a safety type receptacle.

Ok

3. Sheet 7 of 8, Reflected Ceiling Plan – Provide lay-in ceiling in corridor adjacent to Rooms 101, 104, 107.

This area does not appear to lend itself to a lay in ceiling given the location of roofing members.

How does one get access above the existing ceiling to install cabling?

There is a scuttle access in that section of the hallway.

From: Kenneth Dudley [<mailto:county.engineer@taylorcountygov.com>]

Sent: Tuesday, December 16, 2014 12:16 PM

To: Spann, Mike; Dustin Hinkel; Danny Oquinn

Cc: Adams, Chad; Ross, Nicklous; Smith, Robyn I.; Beckham, Jake; Wall, Phillip; Griner, Rachel
Subject: RE: [EXTERNAL] RE: SLA #P00001 to Lease for Perry VA Clinic

Revised drawing attached.

Kenneth Dudley, P.E.

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From: Spann, Mike [<mailto:Michael.Spann2@va.gov>]
Sent: Tuesday, December 16, 2014 6:51 AM
To: Kenneth Dudley; Dustin Hinkel; Danny Oquinn
Cc: Adams, Chad; Ross, Nicklous; Smith, Robyn I.; Beckham, Jake; Wall, Phillip; Griner, Rachel
Subject: RE: [EXTERNAL] RE: SLA #P00001 to Lease for Perry VA Clinic

The additional cameras do not need to be shown on your drawings, although you probably need to be aware that boxes will be installed at those locations for cameras. The cameras will be installed at a later date by others.

If I recall, the reason that it was agreed that the wall at the rear door did not need to be offset was because there was room to get a 3'-6" door in there. Although it is not required by code, we would like to have a second way out for someone in an oversize wheelchair. 12" clear on the push side of the door between the edge of the frame and an adjacent intersecting wall is required for handicap accessibility. If the 3'-6" door can be installed and maintain the 12" clear then the wall does not need to be offset.

From: Kenneth Dudley [<mailto:county.engineer@taylorcountygov.com>]
Sent: Friday, December 12, 2014 5:15 PM
To: Spann, Mike; Dustin Hinkel; Griner, Rachel; Danny Oquinn
Cc: Adams, Chad; Ross, Nicklous; Smith, Robyn I.; Beckham, Jake; Wall, Phillip
Subject: RE: [EXTERNAL] RE: SLA #P00001 to Lease for Perry VA Clinic

Here are the revisions and a couple of comments...

Lease only addresses 1 camera required in the Telephone/Data room.
Are you now requiring several additional cameras and associated wiring in the lobby and an additional camera at the rear hallway?

We have a 48" hallway approaching the rear 3'6" doorway of a non-public access.
Do we really need to move the wall?
Moving the wall was removed during our walk through in my notes.

Kenneth Dudley, P.E.

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From: Spann, Mike [<mailto:Michael.Spann2@va.gov>]
Sent: Friday, December 12, 2014 1:56 PM

To: Dustin Hinkel; Griner, Rachel; Kenneth Dudley; Danny Oquinn
Cc: Adams, Chad; Ross, Nicklous; Smith, Robyn I.; Beckham, Jake; Wall, Phillip
Subject: RE: [EXTERNAL] RE: SLA #P00001 to Lease for Perry VA Clinic

Attached are the new construction drawings that have been marked up for your use. If there are any questions, please contact this office at your convenience.

From: Dustin Hinkel [<mailto:dustin.hinkel@taylorcountygov.com>]
Sent: Thursday, December 11, 2014 10:14 AM
To: Griner, Rachel; Kenneth Dudley; Danny Oquinn
Cc: Adams, Chad; Ross, Nicklous; Spann, Mike; Smith, Robyn I.
Subject: RE: [EXTERNAL] RE: SLA #P00001 to Lease for Perry VA Clinic

Good Morning Rachel,

Our new construction drawings are attached. Could you please look them over to ensure that we hit everything? Once we get your sign off on completeness we can then take this to a contractor to get an estimate that will meet your activation timeline.

Thanks!

Dustin Hinkel

County Administrator
Taylor County Board of County Commissioners

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<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: Griner, Rachel [<mailto:Rachel.Griner@va.gov>]
Sent: Monday, December 01, 2014 8:41 AM
To: Dustin Hinkel
Cc: Adams, Chad; Ross, Nicklous; Spann, Mike; Smith, Robyn I.
Subject: RE: [EXTERNAL] RE: SLA #P00001 to Lease for Perry VA Clinic
Importance: High

Mr. Hinkel can you please give me status of this action?

Thanks

rae

From: Donovan, Catherine
Sent: Monday, November 24, 2014 3:24 PM
To: 'dustin.hinkel@taylorcountygov.com'
Cc: Griner, Rachel; Adams, Chad; Ross, Nicklous; Spann, Mike; Smith, Robyn I.
Subject: FW: [EXTERNAL] RE: SLA #P00001 to Lease for Perry VA Clinic
Importance: High

Mr. Hinkel,

Rachel Griner is out of the office this week, and hospital management has asked that I respond to your email below. Can you please provide an estimate within the next 7-10 days for the additional labor costs to ensure that the construction for the Perry VA Clinic is completed by May 1, 2015?

If you have any questions, please call me at the number below. Rachel will be back in the office on December 1st.

Thank you,

Cathy Donovan
Contracting Officer
Department of Veterans Affairs
Network Contracting Office 8
Lease Contracting Branch
(727) 399-3328 - Phone
(727) 299-6716 - Fax
catherine.donovan@va.gov

From: Dustin Hinkel [<mailto:dustin.hinkel@taylorcountygov.com>]
Sent: Wednesday, November 19, 2014 4:21 PM
To: Griner, Rachel
Cc: Spann, Mike; Smith, Robyn I.; Beckham, Jake; Wall, Phillip; Crimmins, Darrell F.; Kenneth Dudley; Adams, Chad; Danny Oquinn; Margaret Dunn
Subject: [EXTERNAL] RE: SLA #P00001 to Lease for Perry VA Clinic

Rachel,

Our staff are finalizing the drawings and pricing now and we hope to have the requested revisions back to you by the end of the week.

I am happy to see that the ambiguity in Item #5 has been clarified and the County will agree to maintain the lights attached to light poles outside and around the clinic which are owned by the county.

We do have concerns regarding the request to condense the construction schedule. In my recollection, this is the first time I have heard of a May 2015 activation date. This build out was budgeted based on direct materials costs and a small amount of contracted help, but most of the labor was to be provided by force account labor and inmates. At 5 months this would be very difficult to achieve with inmates and force account. We will do everything in our power to meet this goal but it appears to attain such a deadline a heavier than anticipated reliance on general and subcontractors will be required which is not reflected in the current build out budget. Will the government be willing to provide additional assistance (labor, contractors, budgetary) to ensure that this deadline is met?

We need to know exactly (room number) which rooms require sound attenuation.

We need to know exactly (room number) which doors we are responsible for procuring and installing.

Thank you for your patience and understanding with us. I hope we will very soon be able to swing hammers on this project.

Thanks!

Dustin Hinkel

County Administrator
Taylor County Board of County Commissioners

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

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From: Griner, Rachel [<mailto:Rachel.Griner@va.gov>]
Sent: Monday, November 17, 2014 7:52 AM
To: Dustin Hinkel
Cc: Spann, Mike; Smith, Robyn I.; Beckham, Jake; Wall, Phillip; Crimmins, Darrell F.; Kenneth Dudley; Adams, Chad; Danny Oquinn
Subject: FW: SLA #P00001 to Lease for Perry VA Clinic
Importance: High

Mr. Hinkel, please find comments related to SLA#P00001 submitted for review on 11/12/2014. I've already responded to item #1.a. Please review and provide your response to comments by close of business on 11/21/2014.

Thanks
rae

From: Spann, Mike
Sent: Friday, November 14, 2014 8:17 AM
To: Griner, Rachel
Cc: Smith, Robyn I.; Beckham, Jake; Crimmins, Darrell F.; Wall, Phillip
Subject: FW: SLA #P00001 to Lease for Perry VA Clinic
Importance: High

Rachel, the County's response to Am #1 has been reviewed and the following comments are provided.

1. Amendment #P00001:

- a. Item #5 – Will the county replace burned out light bulbs, fluorescent tubes, light fixture ballasts, provide lawn service, provide pest control, and garbage pickup (excluding biohazard waste)? **NOTE: This lease was not awarded as a full service lease. After occupancy, the County's only responsibility is to maintain and provide replacement of building systems, if required, of the building shell. This is the only cost included in the monthly rental rate. The Government (me) will be contracting out for all services associated with this requirement. The Government will replace all tubes, fixture ballasts and light bulbs required inside the lease space after initial placement by the county. I am wondering about lights attached to light poles outside and around the clinic which could be owned by the County. In this case I believe the county should maintain.**
 - b. Item #8, 1.04, Flagpole, Paragraph B – Confirm that cost of flagpole includes the concrete base, and a light, with sensor, mounted on side of building to illuminate flag at night.
2. Construction Schedule: The schedule indicates approximately 8 months to complete renovations of the clinic. The Medical Center is planning for activation in May 2015. Please provide a schedule indicating completion in April 2015.
 3. Demolition plan: The only item not shown on the drawing that was discussed during the walk through is that there is a wall with mold on it in Room 111. Inside face of wall needs to be removed and replaced. If there is mold behind wall, then this mold should be treated prior to reinstallation of the new wall face.
 4. New Work Plan:
 - a. Rm 105, Telephone/Data, show door opening against the opposite wall shown on the drawing. The door swing when opened covers up an existing electrical panel.
 5. Electrical Plan: During the walk through it was decided that the existing corridor ceiling would be removed and a new lay-in ceiling installed. Show new light fixtures in corridor.
 6. Plumbing Plan:
 - a. Rm 104, Lab:
 1. Show casework on common wall with toilet.
 2. There is a wall mounted sink shown in this room. There is no wall mounted sink in the Lab. The sink is located in the casework.
 - b. Show the water spigot that is to be installed on the exterior wall adjacent to the rear door per Item #2 of Am #P00001.

From: Griner, Rachel
Sent: Wednesday, November 12, 2014 12:21 PM
To: Spann, Mike; Smith, Robyn I.
Cc: Wall, Phillip; Beckham, Jake; Crimmins, Darrell F.
Subject: SLA #P00001 to Lease for Perry VA Clinic
Importance: High

Please find Taylor County's response to 1st Amendment

From: Dustin Hinkel [<mailto:dustin.hinkel@taylorcountygov.com>]
Sent: Monday, November 10, 2014 5:04 PM

To: Griner, Rachel
Cc: Adams, Chad; Kenneth Dudley; Danny Oquinn
Subject: [EXTERNAL] RE: SLA #P00001 to Lease

Hi Rachel,

I am sorry for the delay. We have had considerable delays around here. Our draft schedule and drawings are attached. Before we sign we had some concerns regarding the additional costs of all the additions to the project. They are outlined on the amendment.

Thanks!

Dustin Hinkel

County Administrator
Taylor County Board of County Commissioners

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<http://www.taylorcountygov.com>

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From: Griner, Rachel [<mailto:Rachel.Griner@va.gov>]
Sent: Monday, November 10, 2014 8:55 AM
To: Dustin Hinkel
Cc: Adams, Chad
Subject: RE: SLA #P00001 to Lease

Mr. Hinkel, are you on track for your submittal today?

Thanks
rae

From: Griner, Rachel
Sent: Wednesday, November 05, 2014 8:41 AM
To: dustin.hinkel@taylorcountygov.com
Cc: Adams, Chad
Subject: FW: SLA #P00001 to Lease
Importance: High

Mr. Hinkel, please provide status of your revised proposal due on the 10th of November.
Thanks

rae

From: Griner, Rachel
Sent: Wednesday, October 08, 2014 2:42 PM
To: dustin.hinkel@taylorcountygov.com
Subject: SLA #P00001 to Lease

Mr. Hinkel, please find the attached, Supplemental Lease Agreement for your review/action.

Thanks

rae

Rachel Griner, Contract Specialist

Network Contracting Office – 8

Lease Team – SAO-East

Lake City VA Medical Center

619 South Marion Avenue

Lake City, FL 32025-5808

Phone: (386) 755-3016-3660

Fax: (386) 758-3211

Email: Rachel.griner@va.gov

TAYLOR COUNTY BOARD OF COMMISSIONERS
County Commissioners Agenda Item

SUBJECT/TITLE: Doug Faircloth, CFO to present DMH Financials



MEETING DATE REQUESTED: January 20, 2015

Statement of Issue: DMH Financials

Recommended Action:

Fiscal Impact:

Budgeted Expense:

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

Contact: Tasha Towles/Geri Forbes 5840-885

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

Attachments: Quarterly Financials

Margaret Dunn

From: Tasha J. Towles <ttowles@doctorsmemorial.com>
Sent: Monday, January 12, 2015 1:14 PM
To: Dustin Hinkel
Cc: Margaret Dunn; Geri Forbes; j.young; doug@dfaircloth.com
Subject: FW: Power Point for County meeting on Jan 20
Attachments: November 2014 DMH Financial Slides.pptx; New Agenda Request Form- 1.12.15.doc

Dustin – please find attached DMH’s request form and the Power Point that will be discussed at the January 20th meeting.

If you need any further info, please advise.

Thanks!

Tasha

From: Julie Young [mailto:jyoung@doctorsmemorial.com]
Sent: Tuesday, January 06, 2015 8:35 AM
To: Tasha J. Towles
Subject: Power Point for County meeting on Jan 20

Tasha,

Attached is the power point for the County meeting. Doug is planning to be here to present.

Thanks,

Julie

Julie Young
Controller
Doctors' Memorial Hospital, Inc.
Ph. (850)584-0628
Fax (850)584-0679



A partnership with Tallahassee Memorial HealthCare

Financial Highlights

for the six months ending November 30, 2014

- Consolidated Income Statement
- EMS Operating Statement
- Patient Activity Graphs
- Financial Trend Graphs

DMH Consolidated Income Statement

Page 1 of 2

(\$ In Thousands)

	For the six months ended November 30		Increase
	<u>2014</u>	<u>2013</u>	<u>(Decrease)</u>
REVENUES:			
Inpatient	\$ 6,117	\$ 5,579	\$ 538
Outpatient	21,156	22,478	(1,322)
Swingbed	203	212	(9)
Home Health	743	678	65
Clinics	3,496	3,425	71
EMS	<u>1,680</u>	<u>1,619</u>	<u>61</u>
TOTAL PATIENT REVENUE	33,395	33,991	(596)
REVENUE DEDUCTIONS:			
Contractual Adjustments	18,021	17,620	401
Charity	737	1,008	(271)
Bad Debt	<u>3,004</u>	<u>3,350</u>	<u>(346)</u>
TOTAL REVENUE DEDUCTIONS	<u>21,762</u>	<u>21,978</u>	<u>(216)</u>
NET PATIENT REVENUE	11,633	12,013	(380)
OTHER REVENUE	<u>147</u>	<u>152</u>	<u>(5)</u>
TOTAL REVENUE	<u>\$ 11,780</u>	<u>\$ 12,165</u>	<u>\$ (385)</u>

DMH Consolidated Income Statement

Page 2 of 2

(\$ In Thousands)

	For the six months ended November 30		Increase
	<u>2014</u>	<u>2013</u>	<u>(Decrease)</u>
OPERATING EXPENSES:			
Salaries and Benefits	\$ 7,343	\$ 7,004	\$ 339
Contract Labor and Physician Fees	1,010	978	32
Supplies	1,872	1,717	155
Maintenance and Other Services	1,233	1,225	8
Utilities and Telephone	401	420	(19)
Insurance	363	293	70
Equipment & Building Lease	964	1,014	(50)
Other Expense	143	118	25
TOTAL EXPENSES	<u>13,329</u>	<u>12,769</u>	<u>560</u>
OPERATING LOSS	<u>(1,549)</u>	<u>(604)</u>	<u>(945)</u>
NON-OPERATING EXPENSES:			
Indigent Care Tax, Deprec. & Interest	<u>448</u>	<u>472</u>	<u>(24)</u>
NON-OPERATING REVENUES:			
Rural Assistance-DSH/LIP	334	177	157
County Support - EMS	225	225	0
County Support - Bldg & Equip	775	820	(45)
Contributions	25	64	(39)
EHR Meaningful Use Funds	199	542	(343)
TOTAL NON-OPERATING REVENUES	<u>1,558</u>	<u>1,828</u>	<u>(270)</u>
EXCESS REVENUES (EXPENSES)	<u>\$ (439)</u>	<u>\$ 752</u>	<u>\$ (1,191)</u>

EMS Year to Date Income Statement

Page 1 of 2

	For the six months ended November 30		Increase
	<u>2014</u>	<u>2013</u>	<u>(decrease)</u>
Total Ambulance Runs	<u>1,715</u>	<u>1,599</u>	<u>116</u>
Billable Ambulance Runs	<u>1,249</u>	<u>1,183</u>	<u>66</u>
 (\$ In Thousands)			
Revenue	<u>\$ 1,680</u>	<u>\$ 1,619</u>	<u>\$ 61</u>
Revenue Deductions:			
Contractual Adjustments	<u>1,001</u>	<u>862</u>	<u>139</u>
Bad Debts	<u>142</u>	<u>156</u>	<u>(14)</u>
Total Revenue Deductions	<u>1,143</u>	<u>1,018</u>	<u>125</u>
Net Revenue	<u>537</u>	<u>601</u>	<u>(64)</u>
County Support	<u>225</u>	<u>225</u>	<u>-</u>
Total Revenue	<u>\$ 762</u>	<u>\$ 826</u>	<u>\$ (64)</u>

EMS Year to Date Income Statement

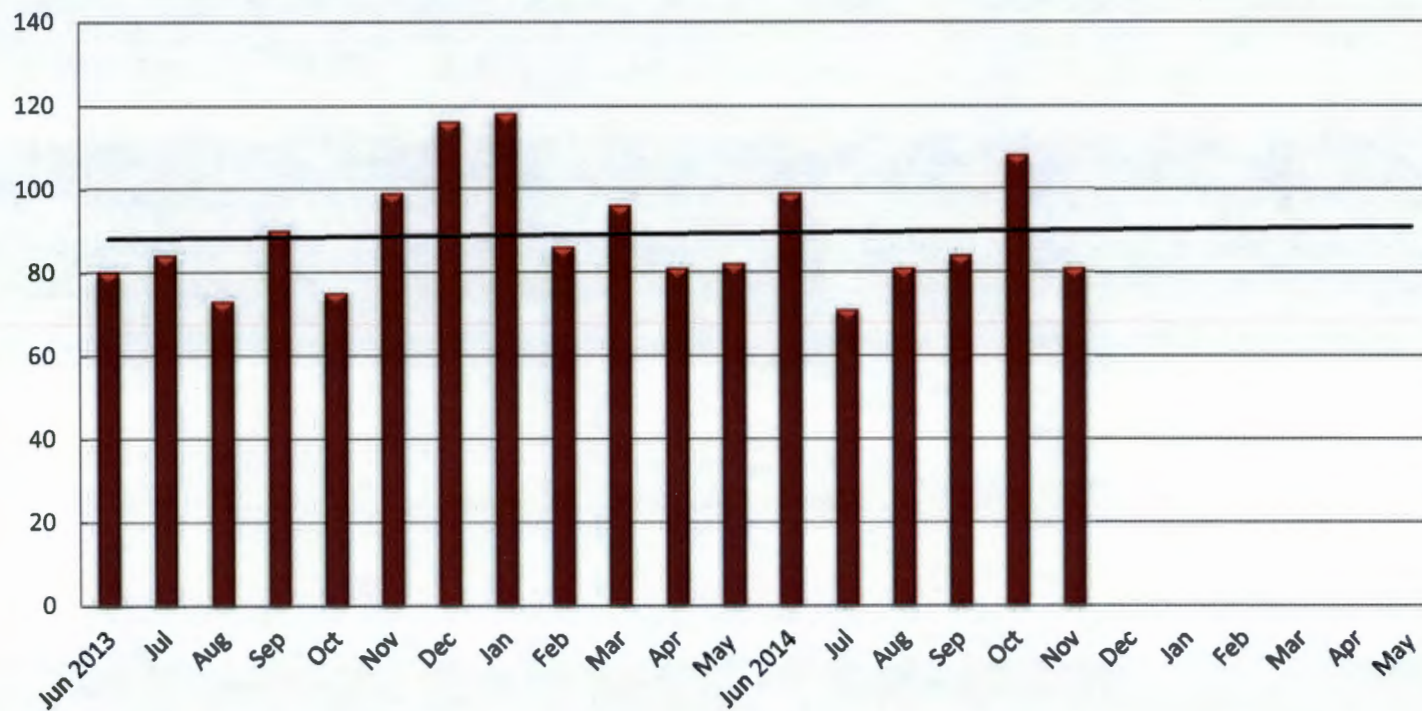
Page 2 of 2

(\$ In Thousands)

	For the six months ended November 30		Increase
	<u>2014</u>	<u>2013</u>	<u>(decrease)</u>
Operating Expenses:			
Salaries & Benefits	\$ 497	\$ 473	\$ 24
Insurance	22	23	(1)
Supplies & Drugs	27	28	(1)
Vehicle Supplies	27	24	3
Utilities	10	10	-
Maintenance & Other Services	32	23	9
DMH Admin & Support Services	<u>166</u>	<u>157</u>	<u>9</u>
Total Expenses	<u>781</u>	<u>738</u>	<u>43</u>
Excess Revenues (Expenses)	\$ <u>(19)</u>	\$ <u>88</u>	\$ <u>(107)</u>

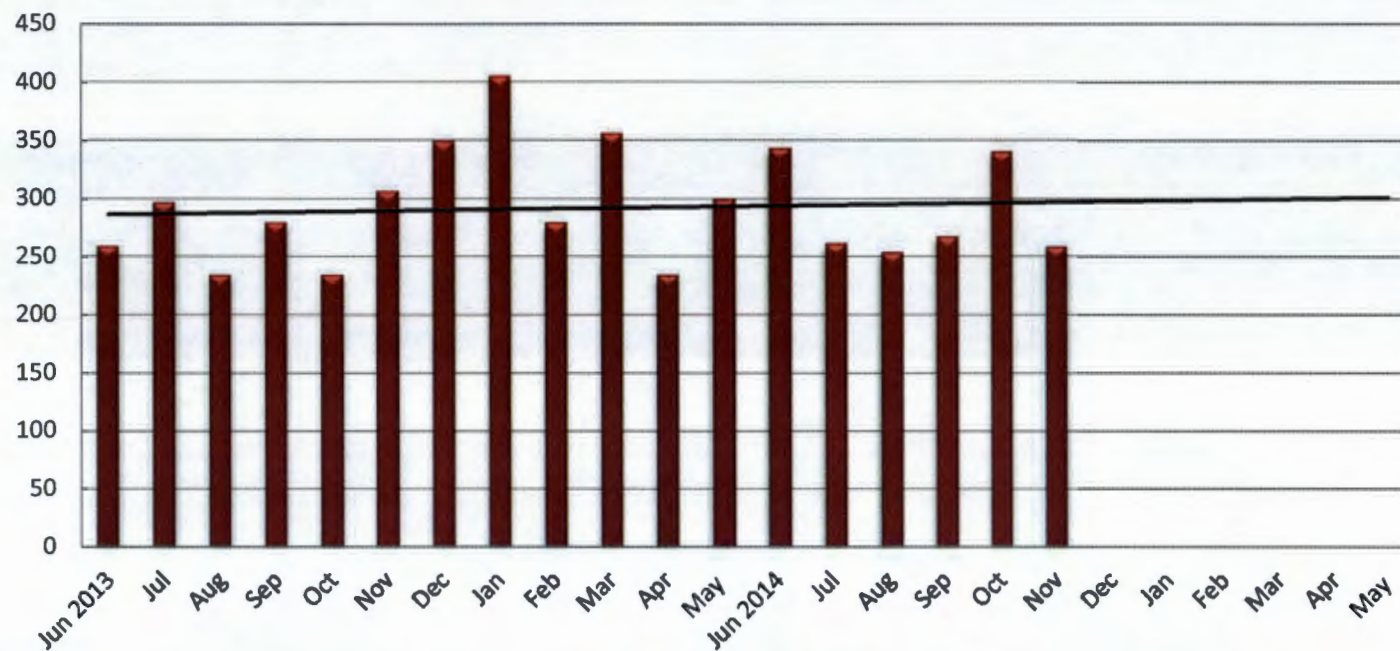
DMH Trending Graphs

Acute Admissions



DMH Trending Graphs

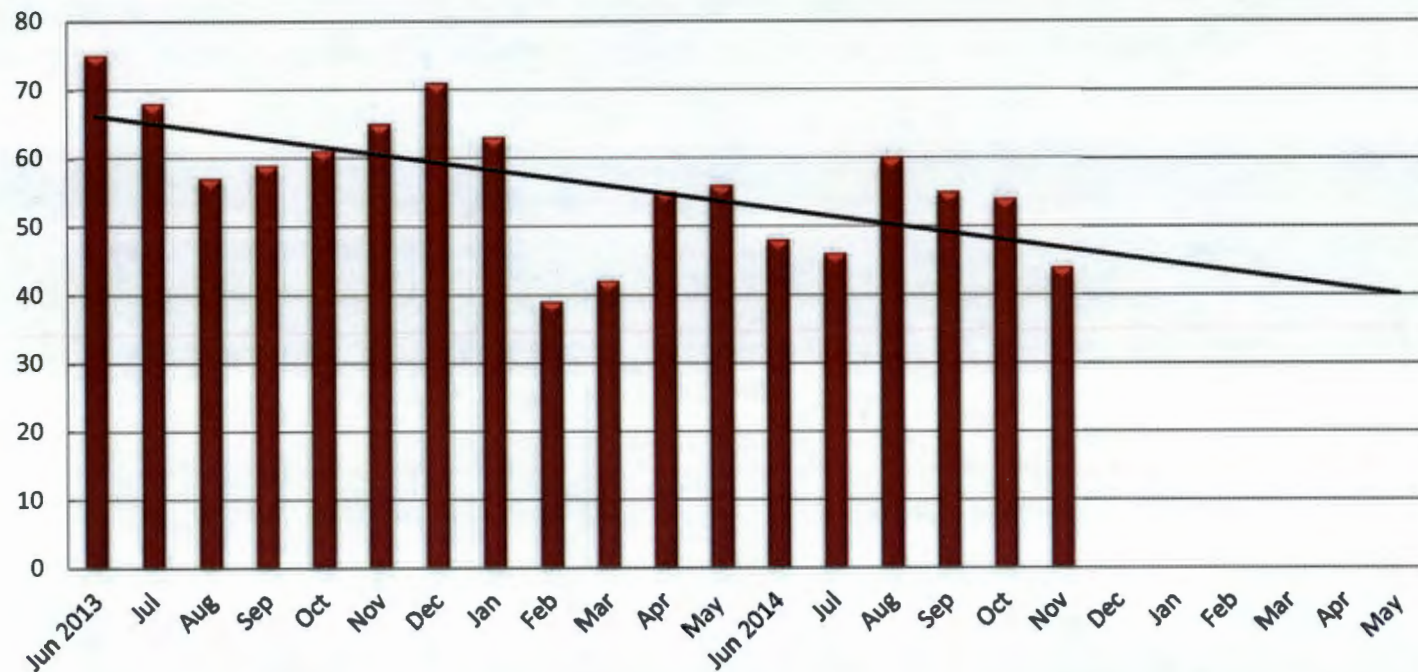
Acute Patient Days



Year-to-date Acute Average Length of Stay is 3.3 days

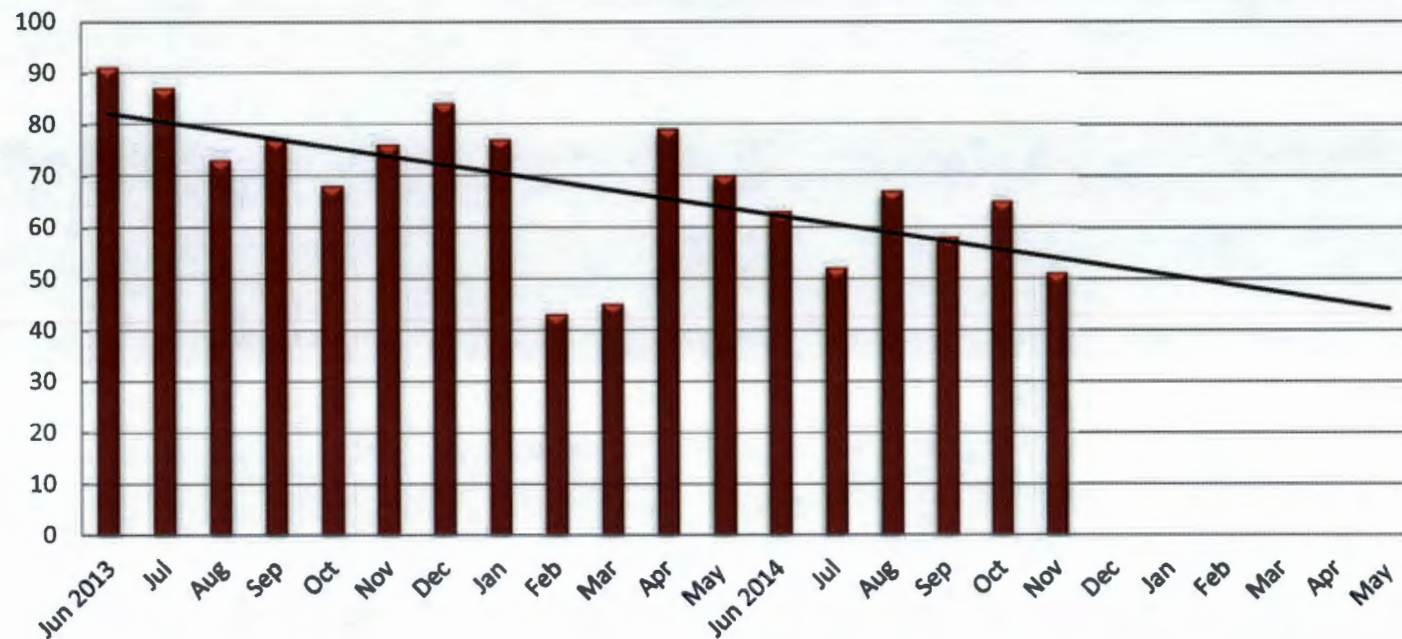
DMH Trending Graphs

Observation Admissions



DMH Trending Graphs

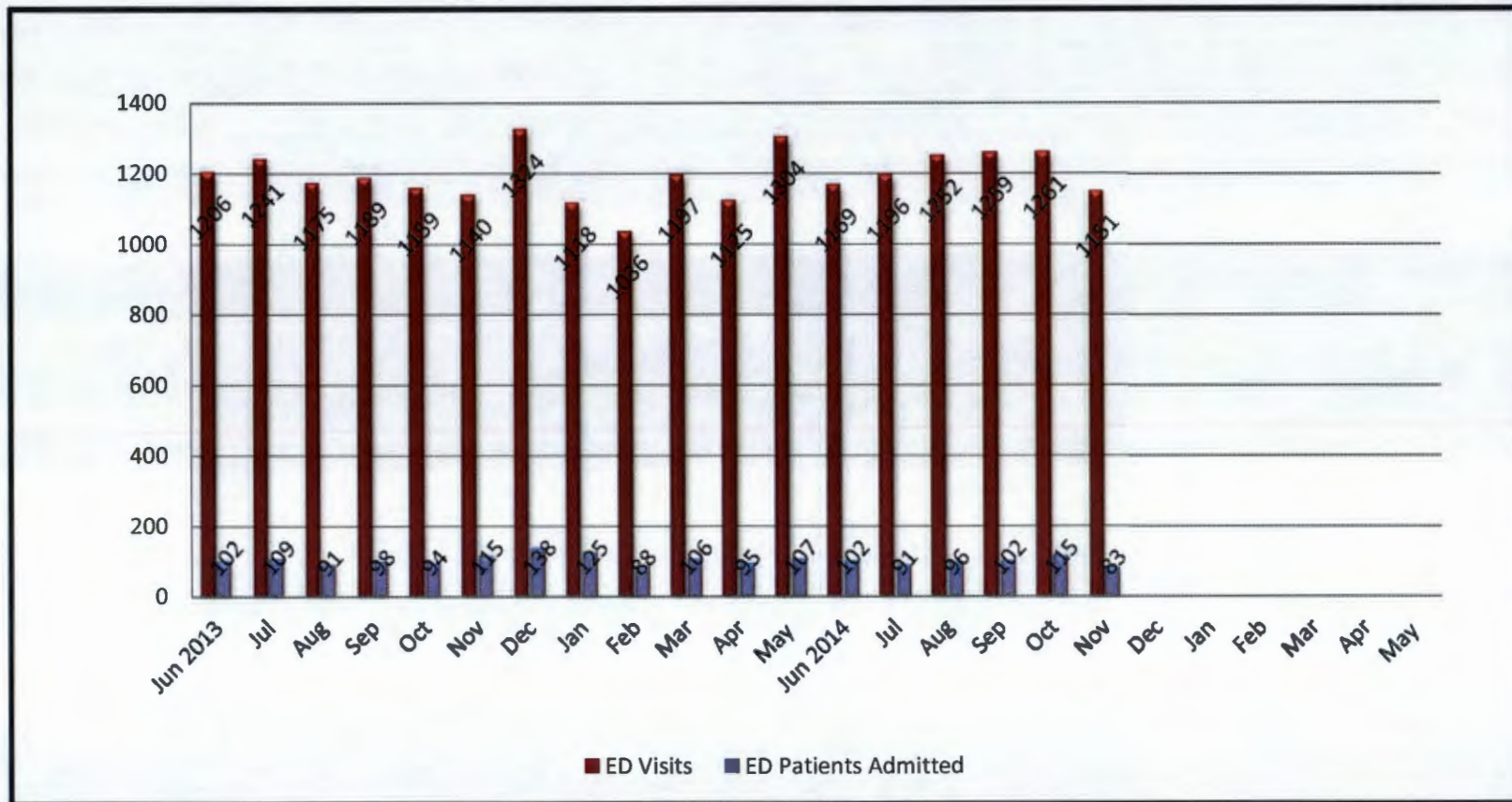
Observation Patient Days



Year-to-date Observation Average Length of Stay is 1.16 days.

DMH Trending Graphs

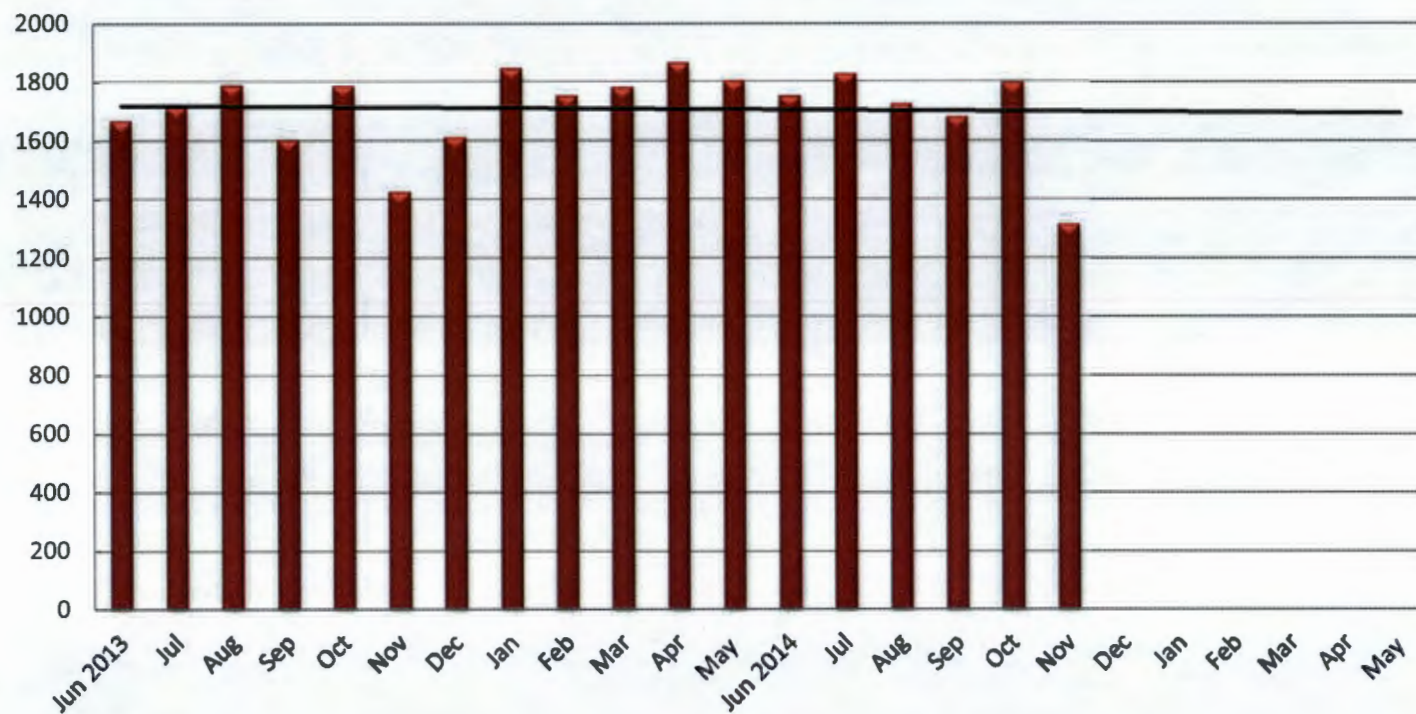
Emergency Dept. Visits and Admissions



Admissions from Emergency Department are 8% of Emergency Visits year-to-date.

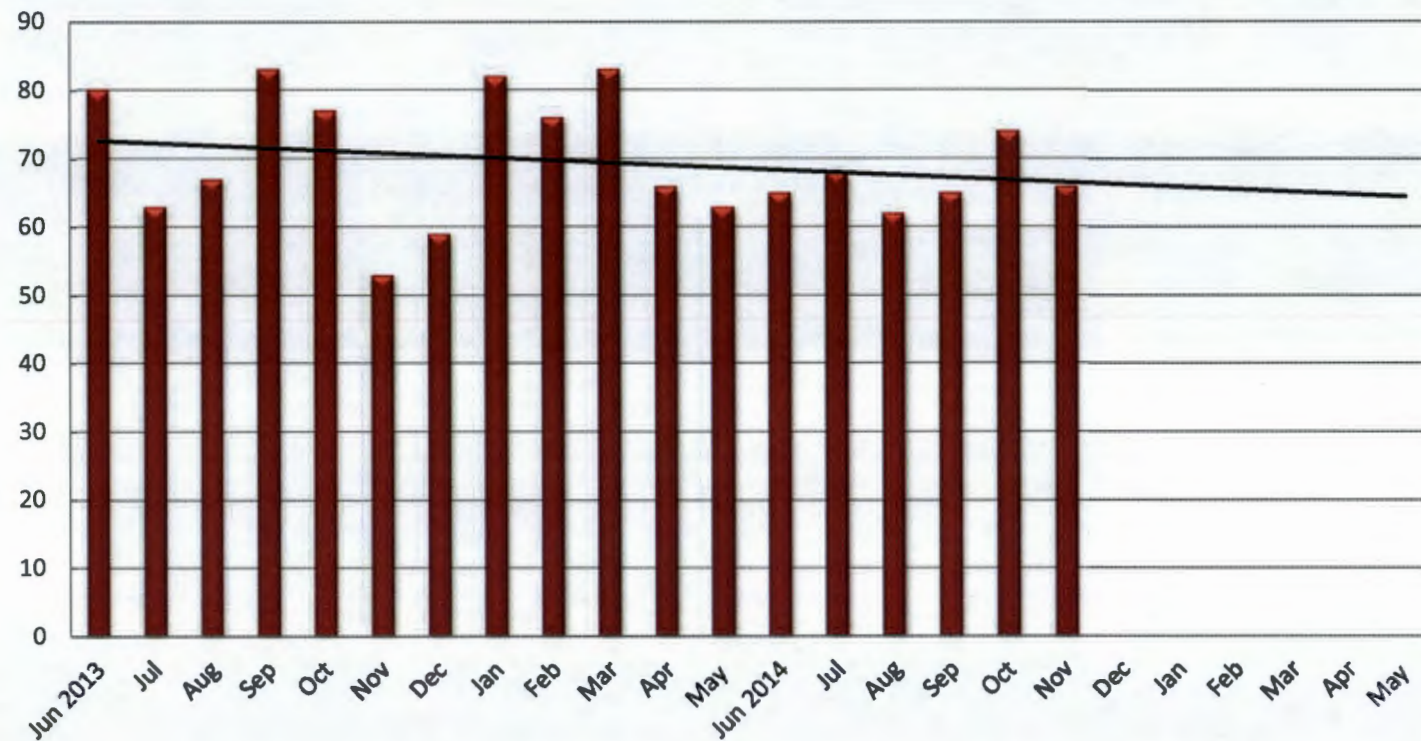
DMH Trending Graphs

Outpatient Visits



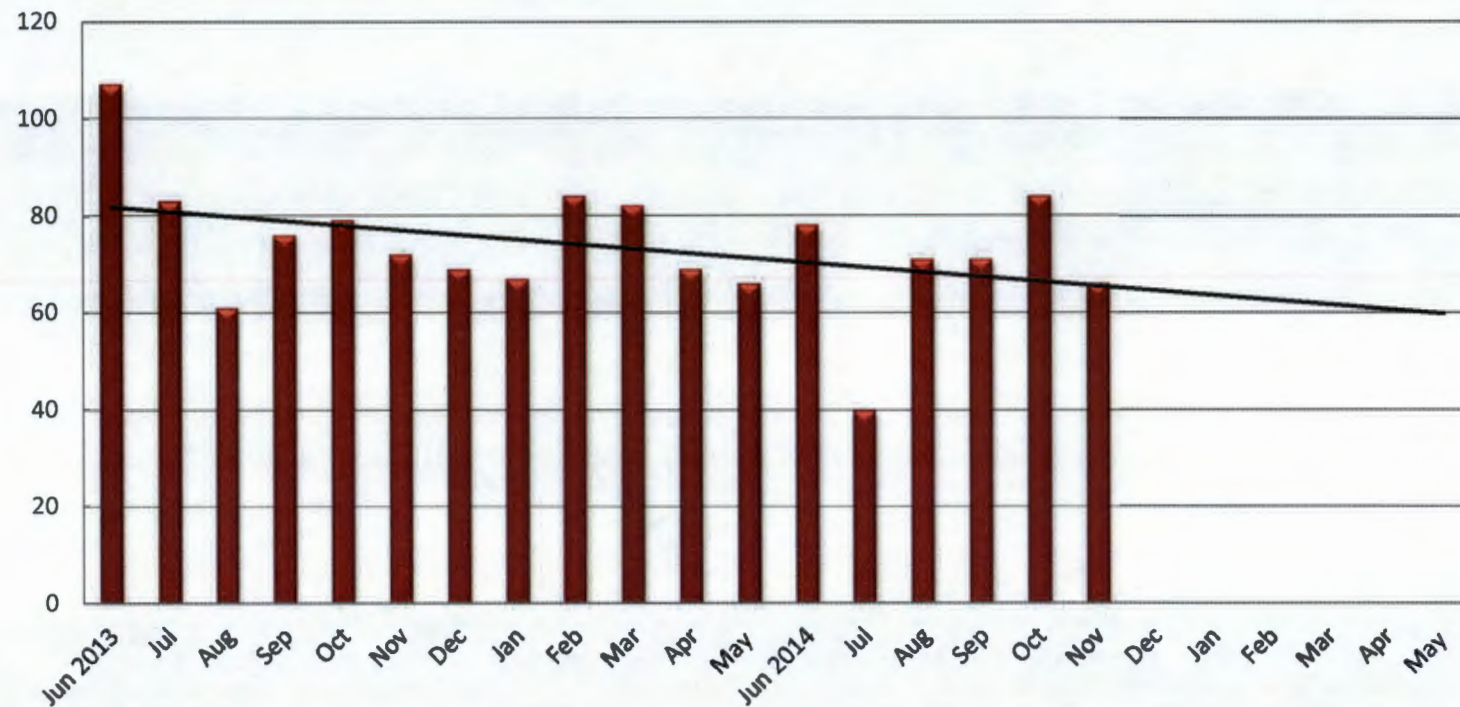
DMH Trending Graphs

Surgical Procedures



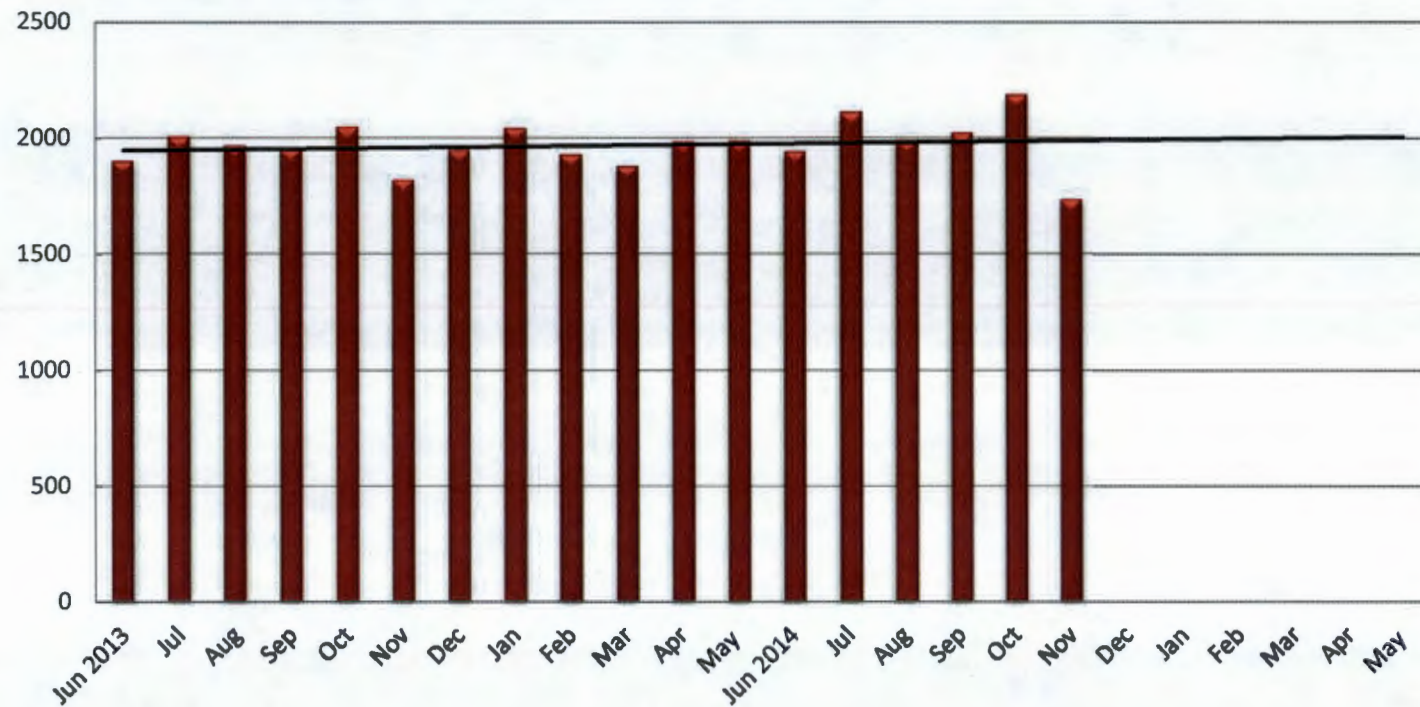
DMH Trending Graphs

Endoscopic Procedures



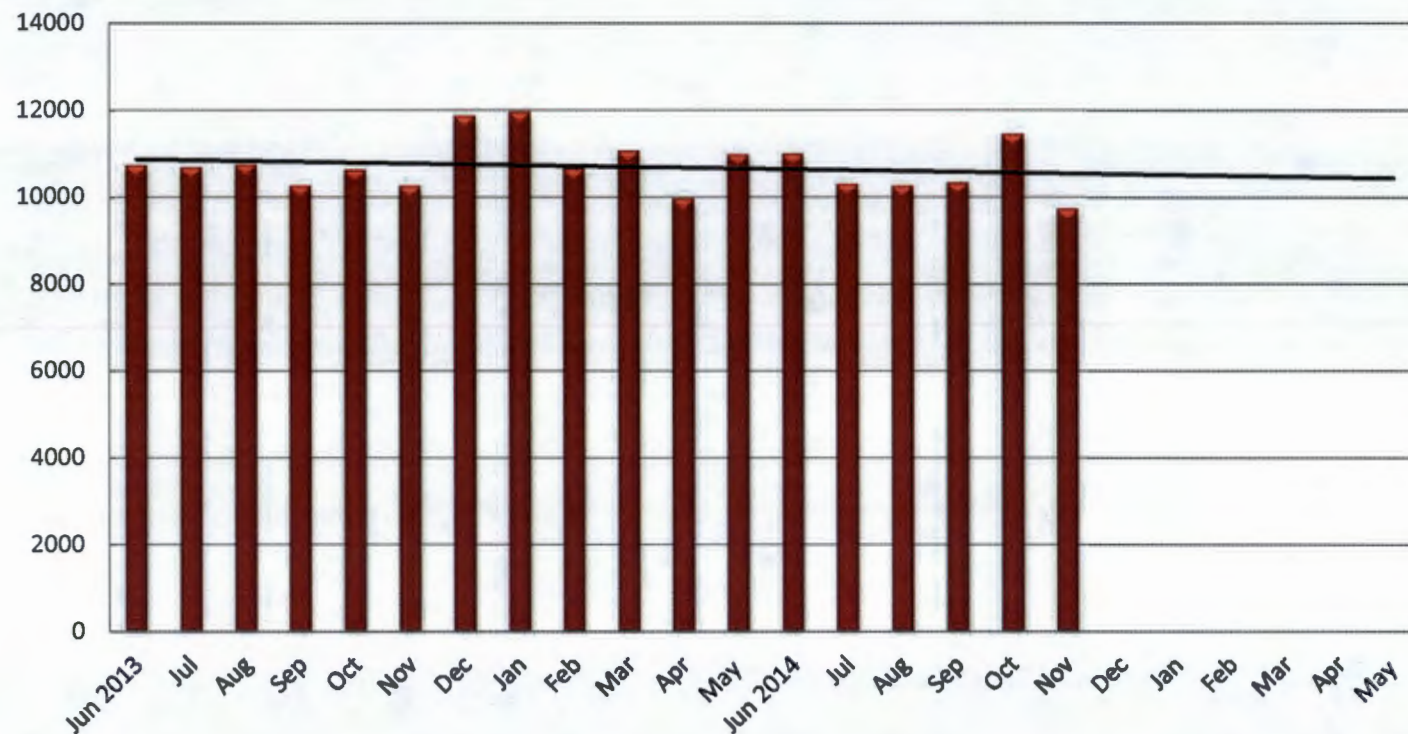
DMH Trending Graphs

Radiology Procedures



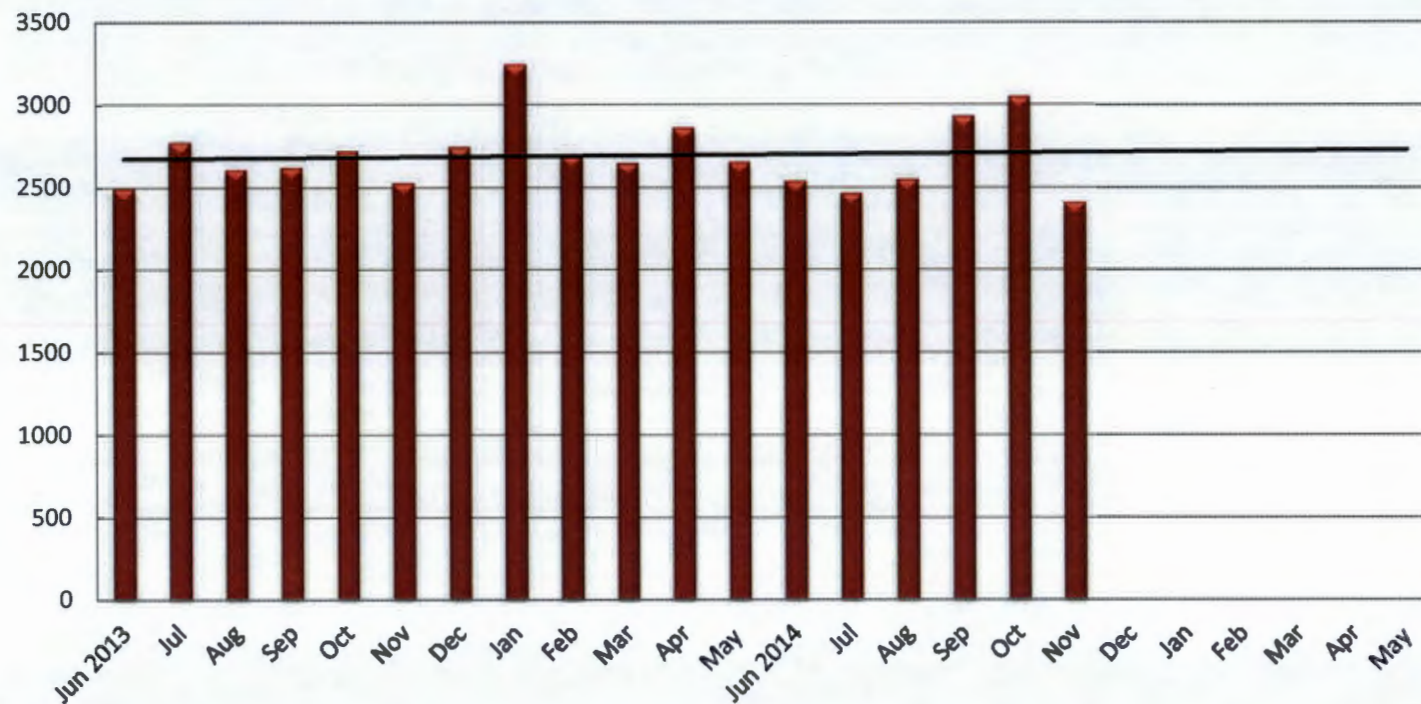
DMH Trending Graphs

Laboratory Procedures



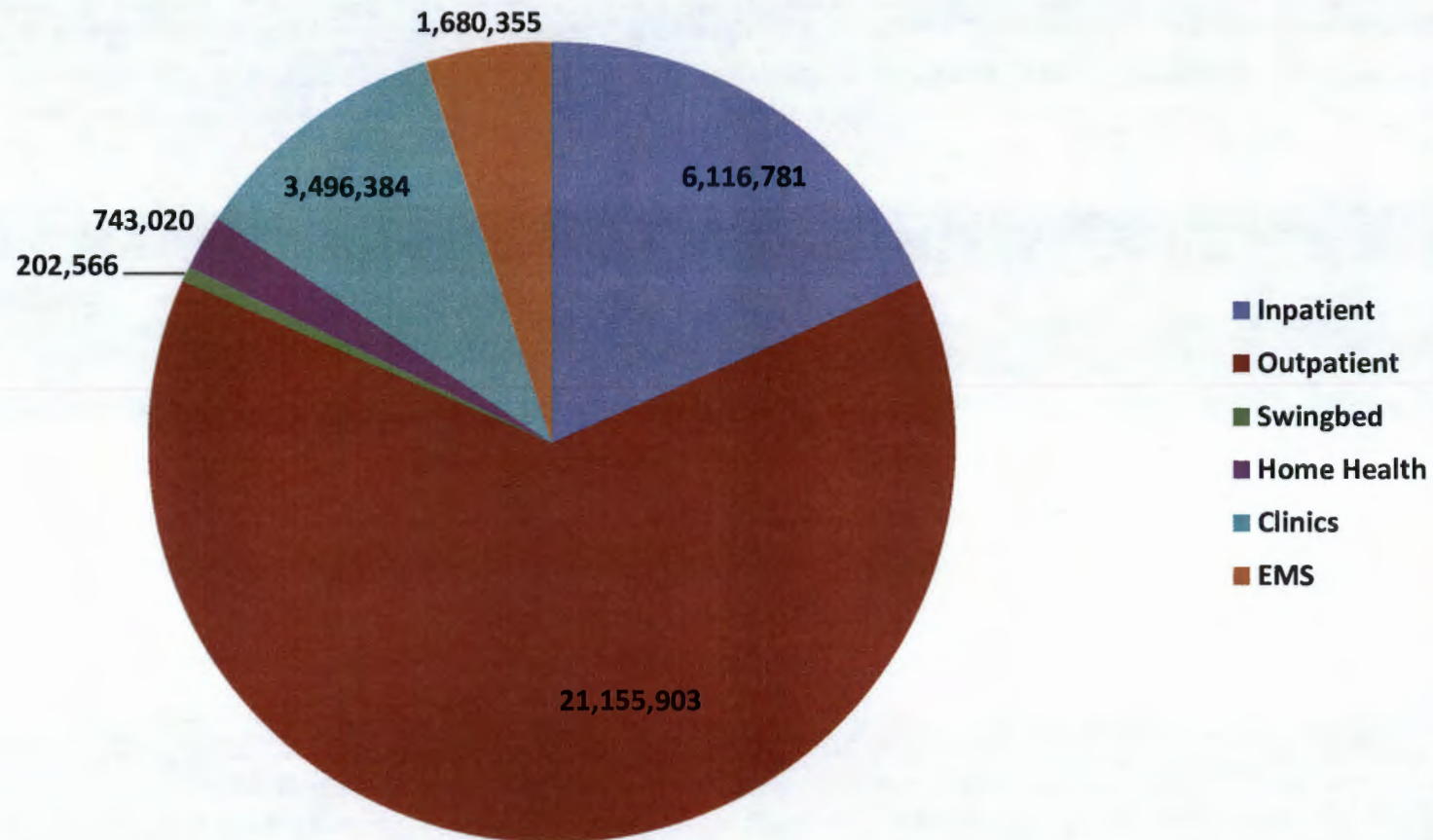
DMH Trending Graphs

Clinic Office Visits



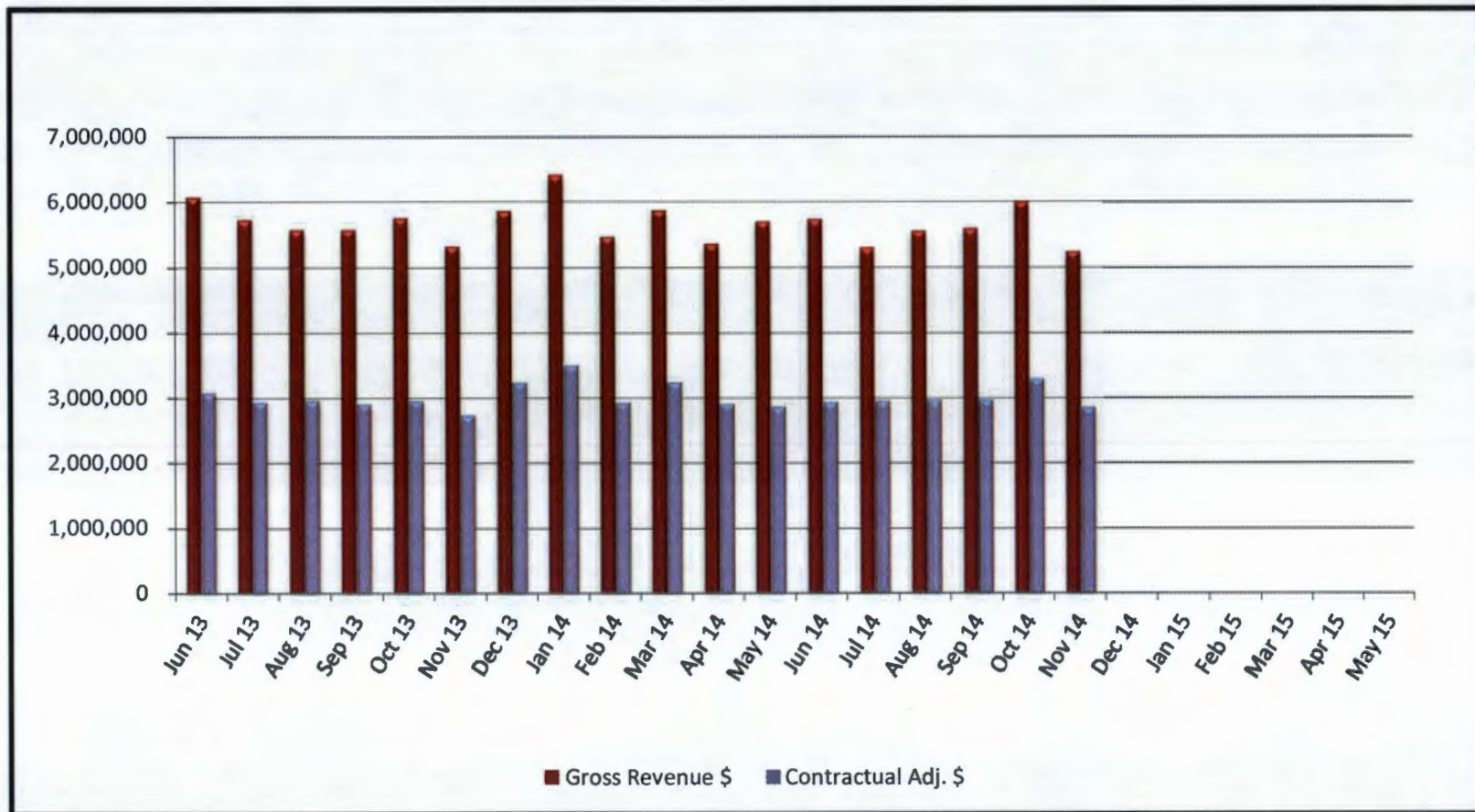
DMH Trending Graphs

Year-to-Date Gross Revenue



DMH Trending Graphs

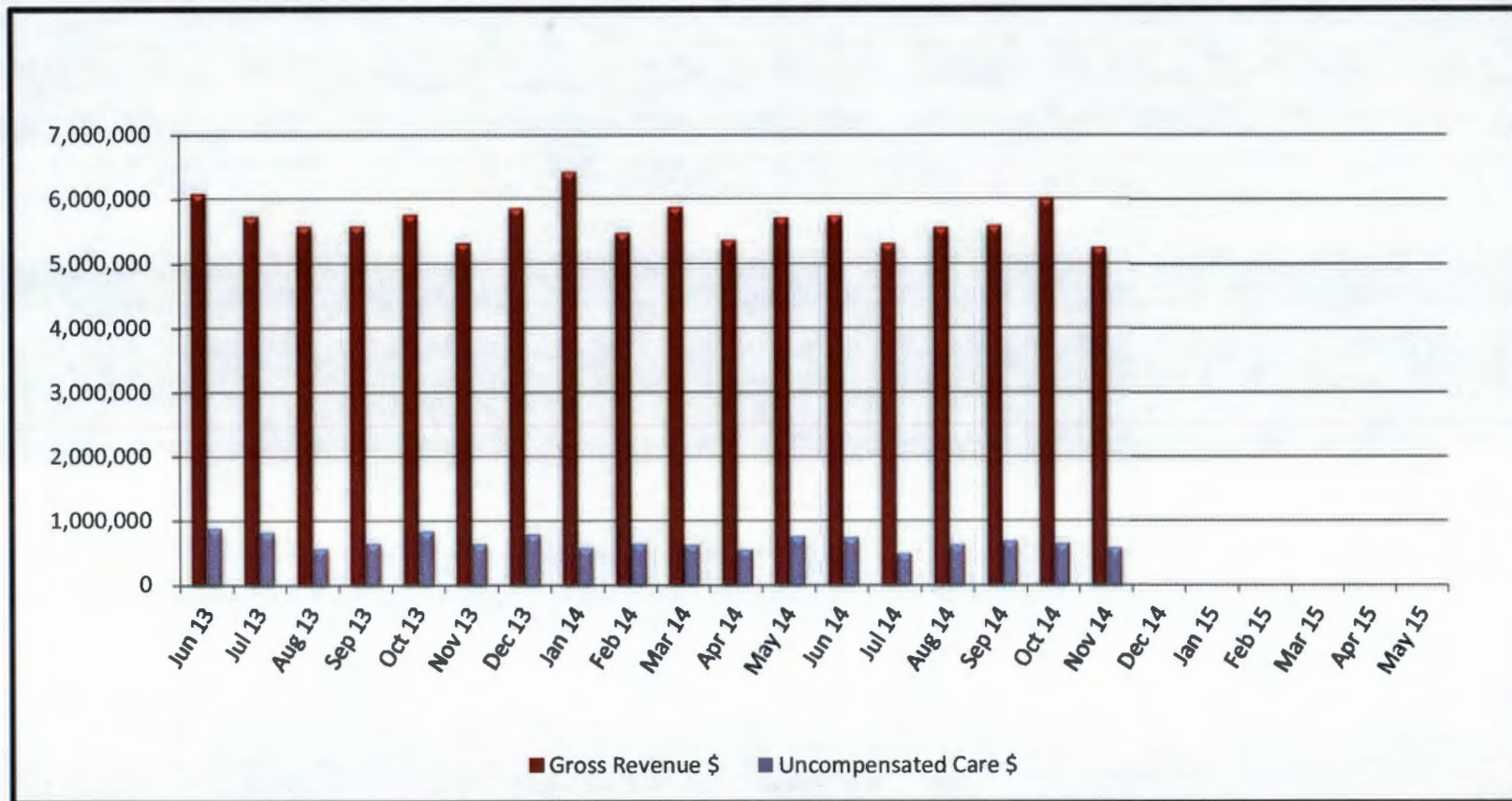
Gross Revenue vs. Contractual Adjustments



Contractual Adjustments are 54% of Gross Revenue year-to-date.

DMH Trending Graphs

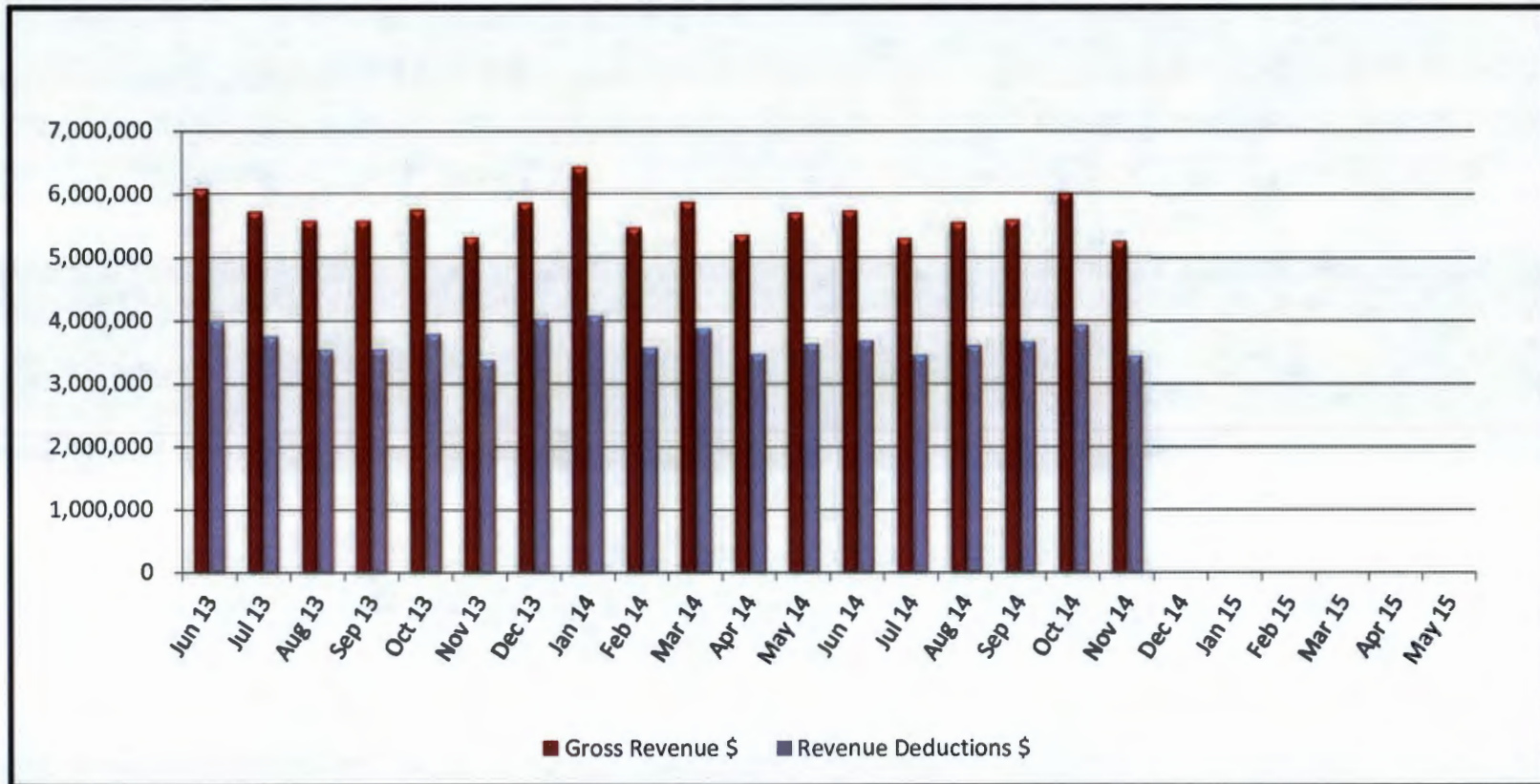
Gross Revenue vs. Uncompensated Care



Uncompensated Care is 11.2% of Gross Revenue year-to-date.

DMH Trending Graphs

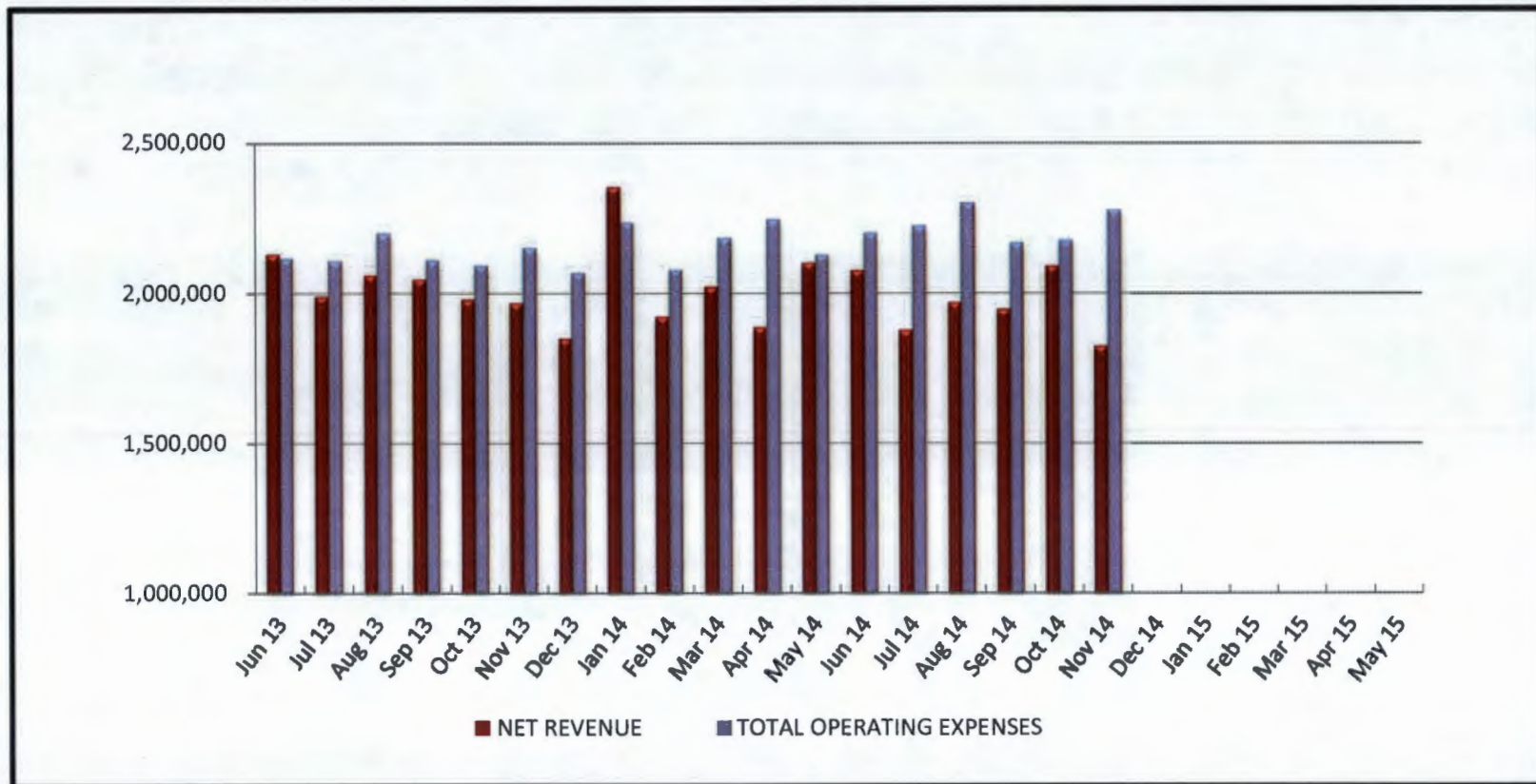
Gross Revenue vs. All Revenue Deductions



Total Revenue Deductions are 65.2% of Gross Revenue year-to-date.

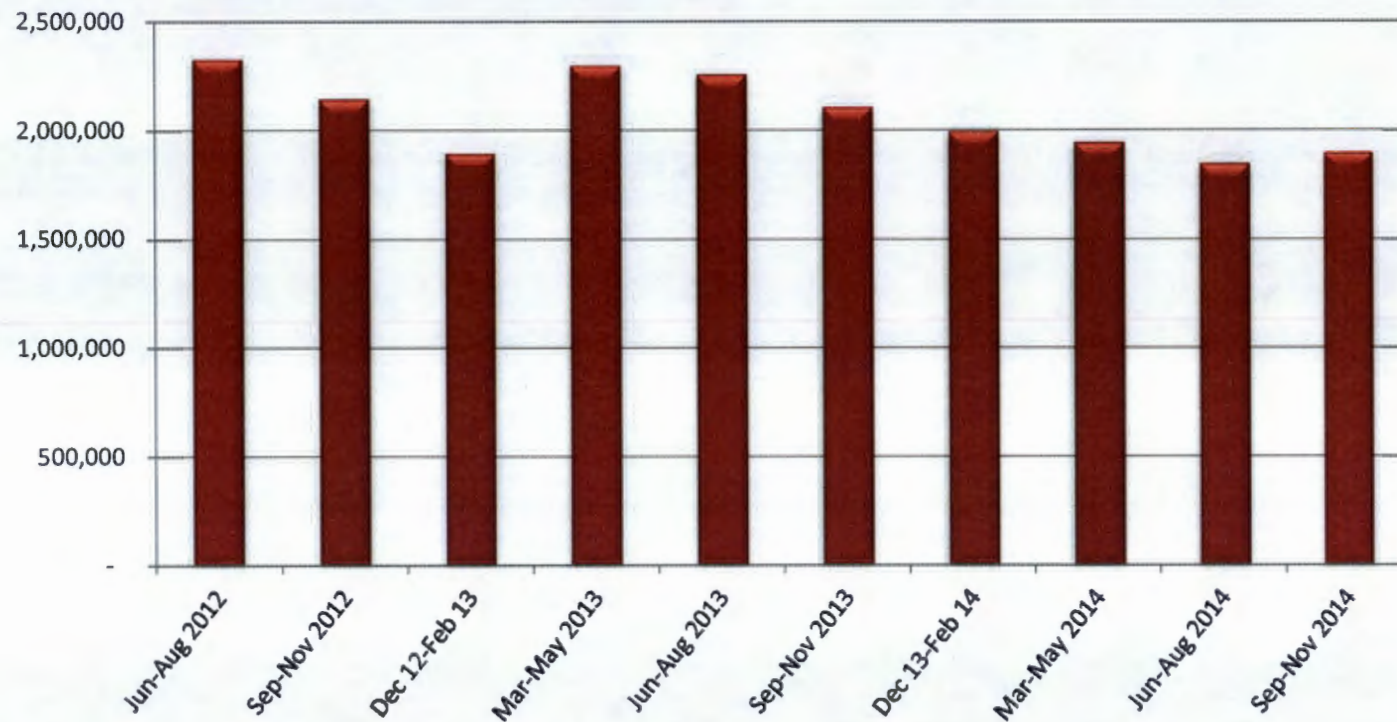
DMH Trending Graphs

Net Revenue vs. Operating Expenses



Net Revenue does not include Meaningful Use funds, Grants and Contributions, or Disproportionate Share/Lower Income Pool Funds received.

DMH Total Uncompensated Care by Fiscal Quarter





A partnership with Tallahassee Memorial HealthCare



Questions?

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Respectfully requesting letters of support for two grant applications being submitted to the Florida Department of Health (FDOH) EMS Grant Program.

Meeting Date:

January 20, 2015

Statement of Issue: DMH will be submitting grant applications to the FDOH EMS Grant Program requesting funding assistance for the purchase of a new ambulance and ventilators for each ambulance.

Recommendation: Respectfully requesting approval of letters of support.

Fiscal Impact: \$ Will be requesting approximately \$300,000 in grant funds.

Budgeted Expense: Yes

☐

No

☐

N/A

☒

Submitted By: Geri Forbes, CEO

Contact: Geri Forbes, CEO

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: DMH will be submitting two grant applications to the FDOH EMS Grant Program. One application will be requesting funding assistance for the purchase of a new ambulance and the second application will request funding for the purchase of ventilators for each ambulance. DMH is respectfully requesting a letter of support for each application from the Board of Commissioners.

Options:

1. Approve letters of support.

2. Not approve letters of support

Attachments:

1. Proposed letters of support

2.



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

January 20, 2015

Mr. Alan Van Lewen
Health Services and Facility Consultant
DOH Emergency Medical Services
4052 Bald Cypress Way, Mail Bin A22
Tallahassee, Florida 32399-1722

Dear Mr. Van Lewen:

Please accept this letter of support for the grant application Doctors' Memorial Hospital, Inc. (DMH) is submitting to the Florida Department of Health EMS County Grant Program requesting funding assistance for the purchase of a new ambulance. DMH EMS has a coverage area of more than 1042 square miles and having dependable and safe ambulances is critical to the health and welfare of our citizens.

Thank you for your consideration of the DMH EMS County Grant Program application.

Sincerely,

Patricia Patterson
Chairman
Taylor County Board of Commissioners



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

ANNIE MAE MURPHY, Clerk
Post Office Box 620
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January 20, 2015

Mr. Alan Van Lewen
Health Services and Facility Consultant
DOH Emergency Medical Services
4052 Bald Cypress Way, Mail Bin A22
Tallahassee, Florida 32399-1722

Dear Mr. Van Lewen:

Taylor County Board of Commissioners is in full support of the grant application Doctors' Memorial Hospital, Inc. (DMH) is submitting to the Florida Department of Health EMS County Grant Program requesting funding assistance for the purchase of ventilators for each ambulance. Having adequate lifesaving equipment in each ambulance is essential for efficient and quality patient care.

Thank you for your consideration of the DMH EMS County Grant Program application.

Sincerely,

Patricia Patterson
Chairman
Taylor County Board of Commissioners

JP

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



TAYLOR COASTAL WATER AND SEWER DISTRICT BOARD OF COMMISSIONERS ARE REQUESTING THAT TAYLOR COUNTY ORDINANCE 2000-10 AND 2005-3 BE AMENDED THE ORDINANCE STATES MONTHLY BOARD MEETINGS ARE REQUIRED. THE DISTRICT WISHES TO CHANGE THE REQUIREMENT TO QUARTERLY MEETINGS AND SPECIAL MEETINGS.

MEETING DATE REQUESTED:

JANUARY 20, 2015

Statement of Issue: AMEND ORDINANCE TO CHANGE REQUIREMENT OF MONTHLY MEETINGS TO QUARTERLY MEETINGS

Recommended Action: APPROVE

Fiscal Impact: NONE

Budgeted Expense: NA

Submitted By: JIM POPPELL/COMMISSIONER TAYLOR COUNTY WATER AND SEWER DISTRICT

Contact: Diane Carlton tcwsd@fairpoint.ent or 850-578-3043

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: THE DISTRICT BOARD FEELS THAT THEY HAVE COMPETENT EMPLOYEES THAT HANDLE THE DAY TO DAY BUSINESS IN A PROFESSIONAL MANNER AND KNOW THAT THEY WILL NOTIFY THE BOARD SHOULD THE NEED OF A SPECIAL MEETING COME ABOUT.

Options:

Attachments: THE MOST RECENT ORINANCE PROVIDING THE LANGUGE THAT THE REQUEST CONCERNS

ORDINANCE NO. 2005-3

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA, AMENDING ORDINANCE NO. 2000-10 AND 2004-08, CREATING A SPECIAL WATER AND SEWER DISTRICT IN THE AREA OF THE UNINCORPORATED TAYLOR COASTAL COMMUNITY; DEFINING ITS BOUNDARIES; PROVIDING FOR A WATER OR SEWER SYSTEM OR BOTH; PROVIDING FOR ISSUANCE OF REVENUE BONDS OR CERTIFICATES TO BE REPAYED FROM THE REVENUES OF SAID SYSTEMS; PRESCRIBING THE POWERS OF THE DISTRICT INCLUDING THE POWER TO CONTRACT WITH ANY MUNICIPALITY, GOVERNMENTAL AGENCY, OR OTHER ENTITY FOR WATER DISTRIBUTION AND SEWER COLLECTION; DEFINING POWERS, FRANCHISES AND PRIVILEGES; PROVIDING FOR GOVERNING BODY OF SAID DISTRICT; AUTHORIZING THE DISTRICT FOR PURPOSE OF CARRYING ON ITS OPERATIONS TO ACQUIRE BY GIFT, PURCHASE OR EMINENT DOMAIN LANDS AND TITLE TO RIGHTS-OF-WAY OVER LANDS AND UNDER NAVIGABLE WATERS WITHIN AND WITHOUT SAID DISTRICT NECESSARY IN OPERATION OF SYSTEM; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners determine that it is necessary in the public interest of Taylor County that a special water and sewer district be created in the unincorporated community of the Taylor Coastal area; and

WHEREAS, Federal and State funds appear to be available to construct a sewer system that will serve the unincorporated Taylor Coastal areas; and

WHEREAS, the water quality has been allegedly negatively impacted by the lack of a central sewer system in the unincorporated Taylor Coastal areas; and

WHEREAS, the public interest of the residents of the County, particularly the residents in the unincorporated Taylor Coastal areas, will best be served by the creation of a sewer and water district and the construction and operation of a central sewer system; and

WHEREAS, the Board of County Commissioners of Taylor County has the apparent power and authority to establish a district as it shall deem in its discretion to be necessary in the public

interest pursuant to Section 153.53, as amended, Florida Statutes, and Chapter 125, Florida Statutes, as amended; and

NOW THEREFORE, BE IT ORDAINED, by the Board of County Commissioners of Taylor County, Florida:

Section 1. Short Title. This Ordinance may be known as the "Taylor Coastal Water and Sewer District Act."

Section 2. Boundaries. There is hereby created in Taylor County a special district to be known as Taylor Coastal Water and Sewer District. The District will include all that portion of Taylor County described as follows:

That part of Section 4, that lies South and Westcrly of Yates Creek and all of Sections 5, 6, 8, 9; all of Sections 14, 15, 16, 21, 22, 23, 24, 25, 26, 27, 35, 36, in Township 7 South, Range 7 East; all of Section 31 in Township 7 South, Range 8 East also all of Sections 1, 12, 13, Townships 8 South, Range 7 East; all of Sections 6, 7, 18, Township 8 South, Range 8 East in Taylor County, Florida.

Section 3. Definitions. Whenever used in this act, unless a different meaning clearly appears from the context:

(1) "County" means Taylor County.

(2) "County Commissioners" means the Board of County Commissioners of Taylor County.

(3) "Board" means the Board of Commissioners of the Taylor Coastal Water and Sewer District.

(4) "Water System" means and includes all plants, systems, facilities or properties used or useful or having the present capacity for future use in connection with the supply, transportation or distribution of water, and any integral part thereof, including but not limited to

water supply systems, water distribution systems, reservoirs, wells, intakes, mains, laterals, aqueducts, pumping stations, standpipes, filtration plants, purification plants, hydrants, meters, valves and all necessary appurtenances and equipment, and all properties, rights, easements and franchises relating thereto and deemed necessary or convenient by the District for the operation thereof.

(5) "Sewerage" means the water-carried wastes created in and carried or to be carried away from residences, hotels, schools, hospitals, industrial establishments, commercial establishments or any other private or public building, together with such surface or ground water or household and industrial waste as may be present.

(6) Sewerage Disposal System means and includes any plant, system, facility or property used or useful or having the present capacity for future use in connection with the collection, treatment, purification or disposal of sewage (including industrial wastes resulting from any processes of industry, manufacture, trade or business or from the development of any natural resources), or any integral part thereof, including but not limited to treatment plants, pumping stations, intercepting sewers, trunk sewers, pressure lines, mains and all necessary appurtenances and equipment, and all property, rights, easements and franchises relating thereto and deemed necessary or convenient by the District for the operation thereof.

(7) "Sewers" include mains, pipes and laterals for the reception of sewage and carrying such sewage to an outfall or some part of a sewage disposal system including pumping stations where deemed necessary by the District.

(8) "Sewer System" embraces both sewers and sewage disposal systems and all property, rights, easements and franchise relating thereto.

(9) "System" means and includes a water system or sewer system or any one (1) or more thereof.

(10) "District" means the Taylor Coastal water and Sewer District created and established by this act in Taylor County.

(11) "Bonds" mean bonds or revenue certificates or other financial obligations of the District which are part or all of an issue of such obligations, any one (1) or more of which mature over three (3) years from date of issue, issued pursuant to this act.

(12) "Sewer" includes in its meaning the word sewerage.

Section 4. Objects and purposes of the District. The objects and purposes of the District are to acquire, purchase, lease, construct, improve, extend, operate, maintain and finance any water system or systems or parts thereof, and/or any sewer system or systems or parts thereof serving such unincorporated areas and other customers and users as the District may determine. The District may acquire a supply of water either within or without the county and either within or without the state. The District may itself own and operate water and sewer systems in unincorporated territory and may also sell and transport water to other systems, whether publicly or privately owned, and other users and consumers.

Section 5. Governing Body.

(1) The commissioners of the District shall be the governing board of the water system for the Taylor Coastal area, known as Taylor Coastal Utilities, Inc., a Florida not-for-profit corporation as of the date of the adoption of the Ordinance. Such governing board shall exercise all powers and responsibilities authorized by this act.

(2) Commissioners of the District shall be owners of property within the District who are registered electors in Taylor County, Florida.

(a) The District Commissioners shall consist of seven (7) members and shall be appointed by the Board of County Commissioners of Taylor County. The District commissioners shall be divided into two groups. Group No. 1 shall consist of three District

commissioners who shall first be appointed for a two year term beginning May 3, 2004 and ending May 2, 2006, after 2006 the said Group No. 1 shall be appointed for a four year term beginning May 3, 2006. Group Number 2 shall consist of four District Commissioners who shall first be appointed for a four year term beginning May 3, 2004 and ending May 2, 2008. After 2008 the said Group No. 2 shall be appointed for a four-year term beginning May 3, 2008. The appointment of all District Commissioners shall be by the Board of County Commissioners but the sitting District Commissioners may present names of persons who might serve.

(b) To qualify as a District commissioner, the potential District Commissioner must sign an oath stating, "I do solemnly swear or affirm that I am a registered voter within the State of Florida and that I own real property within the boundaries of the Taylor Water and Sewer District as designated in Taylor County Ordinance No. 2000-10."

(c) In the event of a vacancy due to any cause in the District Board of Commissioners, the same shall be filled by appointment by a majority of the members of the Board of County Commissioners for the unexpired term. Moreover, during their unexpired terms, members of the special district governing body are subject to removal by the governing body of Taylor County, being the Board of County Commissioners of Taylor County.

(4) Each Commissioner, before he or she assumes office, shall be required to give the Governor a sufficient surety bond in the sum of \$2,000.00, the cost thereof being borne by the District, conditioned on the faithful performance of the duties of his or her office, said bond to be approved and filed in the same manner as is that of the Board of County Commissioners. The failure of any person to make and file this bond within ten (10) days after his or her appointment shall create a vacancy on said Board.

(5) Members of the District Board of Commissioners may be entitled to compensation and

reimbursement for traveling expenses incurred in the performance of their duties as provided by Chapter 153 and 112, Florida Statutes. Compensation of the District Board of Commissioners shall be by resolution. Reimbursement for travel expense shall be approved by a majority of the District Commissioners. The District Board of Commissioners shall hold a regular monthly meeting, and special meetings as needed in an appropriate place within the District. A quorum shall consist of four (4) commissioners at any meeting.

Section 6. Organization. As soon as practical and as provided by law, after the first District Commissioners have been appointed or elected and have qualified, they shall meet and organize by election from among their number a chairman, vice chairman, a secretary and a treasurer, who shall serve a term of one (1) year, and be elected annually thereafter. The secretary need not be a commissioner. The members of the Board shall serve four (4) year terms. Board members may be reimbursed for expenses incurred incident to the legitimate transaction of business of the district as authorized by section 112.061, Florida statutes, and only when such expenses are approved by a majority of the board members at a regular or special meeting.

Section 7. Funds. No funds of the District shall be used for any purpose other than the administration of the affairs and business of the District, the construction, care, maintenance, upkeep, operation and repair of sewers and sewer and water systems in the district, as the Board may determine to be for the best interest of the District and inhabitants thereof. All disbursements of the funds of the District shall be made pursuant to warrants or checks signed any one (1) of the chairman, vice-chairman, or treasurer and counter-signed by another Board member or the office secretary.

Section 8. Powers of Board. The Board of Commissioners of the Taylor Coastal Water and Sewer District, in addition to and supplementing other powers granted by law, is authorized and empowered:

- 1) To acquire in the name of the District, either by purchase or the exercise of the right of eminent domain, or to construct and to reconstruct, improve, extend, enlarge, equip,

repair, maintain and operate water system or sewerage facilities, either within or without the territorial limits of the District.

(2) To issue revenue bonds or assessment bonds of the District payable from the water rates or sewer service charges or other revenues of the District.

(3) To fix and collect rates and charges for water furnished by any waterworks facilities and to fix and collect charges for making connections with any waterworks facilities.

(4) To fix and collect sewer service charges for the services furnished by any sewerage facilities and to fix and collect charges for making connections with any sewerage facilities.

(5) To acquire in the name of the District, either by purchase or the exercise of the right of eminent domain, such lands and rights of way and rights and interests therein, including lands under water and riparian rights, and to acquire such personal property as it may deem necessary in connection with the construction or operation of waterworks or sewerage facilities, and to hold and dispose of all real and personal property under its control.

(6) To make and enter into all contracts and agreements necessary or incidental to the performance of its duties and the execution of its powers under this act, including a trust agreement or trust agreements securing any bonds issued hereunder, and to employ such consulting and other engineers, superintendents, managers, construction and accounting experts and attorneys, and such employees and agents as may, in the judgment of the Board, be deemed necessary and to fix their compensation; provided, however, that all such expenses shall be payable solely from funds made available under the provisions of this act.

(7) To exercise jurisdiction, control and supervision over any waterworks facilities and any sewerage facilities owned, operated or maintained by it and to make and enforce

such rules and regulations for the maintenance and operation of any such facilities as may in its judgment be necessary or desirable sewer and water service charges for the services furnished by any sewerage or water facilities, and charge and collect the same. Any such rates and charges shall be so fixed and revised as to provide funds, with other funds available for such purpose, sufficient at all times:

(a) To pay the cost of maintaining, repairing and operating the waterworks or sewerage facilities of the District and to provide reserves therefore and for replacements and depreciation and necessary extensions and enlargements.

(b) To pay the principal of and the interest on all outstanding bonds for the payment of which such rates and charges are pledged as the same shall be come due and provide reserves therefore.

(c) To provide a margin of safety for making such payments and providing such reserves. Such rates and charges shall not be subject to supervision or regulation by any commission, board, bureau or agency of the state or any political subdivision of the state. Such rates and charges shall be just and equitable and the sewer service charges shall be just and equitable and the sewer service charges may be based or computed either upon the quantity of water used or upon the number and size of sewer connections or upon the number and kind of plumbing fixtures in use in the premises connected with the sewerage facilities or upon the number of persons residing or working in or otherwise connected with such premises or upon the type of character of such premises or upon any other factor affecting the use of the facilities furnished or upon any combination of the foregoing factors. In cases where the character of sewage from any manufacturing or industrial plant, building or premises is such that it imposes an unreasonable burden upon any sewerage facilities, an additional charge may be made therefore, or the Board may, if it deems advisable, compel such manufacturing or industrial plant, building or premises to treat such sewage in a manner

as shall be specified by the Board before discharging the sewage into any sewer lines owned or maintained by the District.

(d) No rates, fees or charges shall be fixed under the foregoing provisions of this section until after a public hearing at which all of the users of the proposed sewer system or water system, or both, or owners, tenants or occupants served or to be served thereby and all others interested shall have an opportunity to be heard concerning the proposed rates, fees and charges. Notice of such public hearing setting forth the proposed schedule or schedules of rates, fees and charges shall be given by one (1) publication in a newspaper published in the county and circulating in the district at least ten (10) days before the date fixed for such notice for the hearing. The hearing may be adjourned or continued from time to time. If there be no such newspaper published in the county and circulating in the District, the notice of such rate hearing shall be posted as provided for in Section 153.56, Florida Statutes. After such hearing, such schedule or schedules, either as initially adopted or as modified or amended, may be finally adopted.

Section 9. Collection of Rates and charges. The Board of Commissioners may provide in the resolution authorizing the issuance of bonds under this act or in any trust agreement securing such bonds that any sewer service shall be included in bills rendered for water used on the premises and that if any water rates or sewer service charges shall not be paid within thirty (30) days from the rendition of any such bills, the District may discontinue furnishing water to such premises and may disconnect the same from the waterworks facilities. Moreover, the Board may establish a late fee by resolution. Any such resolution or trust agreement may include any or all of the following provisions, and may require the Board to adopt such resolutions or to take such other lawful action as shall be necessary to effectuate such provisions, and the Board is hereby authorized to adopt such resolutions and to take such other action:

(1) That the District may require the owner, tenant or occupant of each lot or parcel of land within the District who is obligated to pay water rates or sewer service charges to the

District to make a reasonable deposit with the District in advance to insure the payment of such rates or charges and to be subject to application to the payment thereof, if and when delinquent.

(2) That if any water rates or sewer service charges payable to the District shall not be paid within thirty (30) days after the same shall be due and payable, the District may at the expiration of such thirty (30) day period disconnect the premises from the waterworks or sewerage facilities; and the District may proceed to recover the amount of any such delinquent rates or charges, with interest and late charges, in an action of assumpsit in the small claims court or otherwise as provided by law.

(3) That if any sewer service charges for the use of any sewerage facilities by or in connection with any premises not served by any waterworks facilities of the District shall not be paid within thirty (30) days after the same shall become due and payable, the owner, tenant or occupant of such premises shall cease to dispose of sewage or industrial wastes originating from or on such premises by discharge thereof directly or indirectly into the sewerage facilities of the District until such sewer service charges, with interest, shall be paid; that if such owner, tenant or occupant shall not cease such disposal at the expiration of such thirty (30) day period it shall be the duty of any public or private corporation, board, body or person supplying water to or selling water for use on such premises to cease supplying water to or selling water for use on such premises within five (5) days after receipt of notice of such delinquency from the District; and that if such corporation, board, body or person shall not, at the expiration of such five (5) day period cease supplying water to or selling water for use on such premises, then the District may, unless it has theretofore contracted to the contrary, shut off the supply of water to such premises.

Section 10. Connection with Sewer System. Upon the construction of sewerage facilities under the provisions of this act, the owner, tenant or occupant of each lot or parcel of land within the District which receives water service from the District and has a privately maintained system or which abuts upon a street or other public way containing a sanitary sewer as a part of such sewerage facility or a sanitary sewer served or which may be served by such sewerage

facilities and upon which lot or parcel a building shall have been constructed for residential, commercial or industrial use, shall, connect with such building such sanitary sewer, and shall cease to use any other method for the disposal of sewage wastes or other polluting matter. All such connections shall be made in accordance with rules and regulations and may provide for a charge for making any such connection in such reasonable amount as the Board may fix and establish. This act being necessary for the welfare of the inhabitants of the District shall be liberally construed to effect the purpose thereof.

Section 11. Connection with Water System. Upon the acquisition or construction of water facilities under the provisions of this act, the owner, tenant or occupant of each lot or parcel of land within the District which abuts upon a street or other public way containing a water line as a part of such water facility served or which may be served by such water facility and upon which lot or parcel a building shall have been constructed for residential, commercial or industrial use, shall, connect with such building such water facility, and shall cease to use any other water for potable purposes and, further, prohibiting from allowing any of said water from a source other than the public water system from entering any potable water line or lines on said property or elsewhere. All such connections shall be made in accordance with rules and regulations and may provide for a charge for making any such connection in such reasonable amount as the Board may fix and establish. This act being necessary for the welfare of the inhabitants of the District shall be liberally construed to effect the purpose thereof.

Section 12. Failure to connect to systems. If any such owner of any parcel of land required to connect to the district's public water system and/or wastewater system in accordance with the Ordinance refuses to connect with and use the facilities of the district's public water system and/or wastewater system after notification by the board. Then, said owner, tenant or occupant shall be given thirty (30) days to respond to District's request to connect. If no response is

made to the District within the thirty (30) days allotted by this ordinance, then the district shall be authorized to make such connections, entering on or upon any such lot or parcel of land for the purpose of making such connection. After successful connection to the waste water system the owner, tenant or occupant of each lot or parcel of land shall not use or install any other form of waste water disposal; including, but not limited to, septic tanks and drain fields.

The district shall thereupon be entitled to recover the cost of making such connection, together with reasonable penalties and interest and attorney's fees, by suit in any court of competent jurisdiction. In addition and as an alternative means of collecting such costs of making such connections, the district shall have a lien on such lot or parcel of land for such cost, which lien shall be of equal dignity with the lien of state and county taxes. The district may foreclose such lien in the same manner provided by the laws of Florida for the foreclosure of mortgages upon real estate.

This act being necessary for the welfare of the inhabitants of the District shall be liberally construed to effect the purpose thereof.

Section 13. Declaration of Policy. The undertakings enumerated in this act constitute a proper public purpose for the benefit and welfare of the owners and inhabitants of the District and it is hereby found and declared that in the construction, acquisition, improvement, maintenance, operation, extension and improvement of any or all of its systems, the District will be exercising a proper governmental function.

Section 14. The accounts and records of the District shall be post audited annually, at the expense of the District, by an independent certified public accountant.

Section 15. This ordinance shall take effect as provided by law and the Clerk is directed to send a certified copy to the Secretary of State of the State of Florida as provided by law.

ORDAINED by the Board of County Commissioners in and for Taylor

County, Florida, this 19th day of April, 2005.



BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA

BY: *Darryl L. Gunter*
DARYLL L. GUNTER, Chairman

Annie Mae Murphy
ANNIE MAE MURPHY, Clerk

An Ordinance To Be Entitled

ORDINANCE NO. 2000-10

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA, CREATING A SPECIAL WATER AND SEWER DISTRICT IN THE AREA OF THE UNINCORPORATED TAYLOR COASTAL COMMUNITY; DEFINING ITS BOUNDARIES; PROVIDING FOR A WATER OR SEWER SYSTEM OR BOTH; PROVIDING FOR ISSUANCE OF REVENUE BONDS OR CERTIFICATES TO BE REPAID FROM THE REVENUES OF SAID SYSTEMS; PRESCRIBING THE POWERS OF THE DISTRICT INCLUDING THE POWER TO CONTRACT WITH ANY MUNICIPALITY, GOVERNMENTAL AGENCY, OR OTHER ENTITY FOR WATER DISTRIBUTION AND SEWER COLLECTION; DEFINING POWERS, FRANCHISES AND PRIVILEGES; PROVIDING FOR GOVERNING BODY OF SAID DISTRICT; AUTHORIZING THE DISTRICT FOR PURPOSE OF CARRYING ON ITS OPERATIONS TO ACQUIRE BY GIFT, PURCHASE OR EMINENT DOMAIN LANDS AND TITLE TO RIGHTS-OF-WAY OVER LANDS AND UNDER NAVIGABLE WATERS WITHIN AND WITHOUT SAID DISTRICT NECESSARY IN OPERATION OF SYSTEM; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners determine that it is necessary in the public interest of Taylor County that a special water and sewer district be created in the unincorporated community of the Taylor Coastal area; and

WHEREAS, Federal and State funds appear to be available to construct a sewer system that will serve the unincorporated Taylor Coastal areas; and

WHEREAS, the water quality has been allegedly negatively impacted by the lack of a central sewer system in the unincorporated Taylor Coastal areas; and

WHEREAS, the public interest of the residents of the County, particularly the residents in the unincorporated Taylor Coastal areas, will best be served by the creation of a sewer and water district and the construction and operation of a central sewer system; and

WHEREAS, the Board of County Commissioners of Taylor County has the apparent power and authority to establish a district as it shall deem in its discretion to be necessary in the public

interest pursuant to Section 153.53, as amended, Florida Statutes, and Chapter 125, Florida Statutes, as amended; and

NOW THEREFORE, BE IT ORDAINED, by the Board of County Commissioners of Taylor County, Florida:

Section 1. Short Title. This Ordinance may be known as the "Taylor Coastal Water and Sewer District Act."

Section 2. Boundaries. There is hereby created in Taylor County a special district to be known as Taylor Coastal Water and Sewer District. The District will include all that portion of Taylor County described as follows:

That part of Section 4, that lies South and Westerly of Yates Creek and all of Sections 5, 6, 8, 9; all of Sections 14, 15, 16, 21, 22, 23, 24, 25, 26, 27, 35, 36, in Township 7 South, Range 7 East; all of Section 31 in Township 7 South, Range 8 East also all of Sections 1, 12, 13, Townships 8 South, Range 7 East; all of Sections 6, 7, 18, Township 8 South, Range 8 East in Taylor County, Florida.

Section 3. Definitions. Whenever used in this act, unless a different meaning clearly appears from the context:

- (1) "County" means Taylor County.
- (2) "County Commissioners" means the Board of County Commissioners of Taylor County.
- (3) "Board" means the Board of Commissioners of the Taylor Coastal Water and Sewer District.
- (4) "Water System" means and includes all plants, systems, facilities or properties used or useful or having the present capacity for future use in connection with the supply, transportation or distribution of water, and any integral part thereof, including but not limited

to water supply systems, water distribution systems, reservoirs, wells, intakes, mains, laterals, aqueducts, pumping stations, standpipes, filtration plants, purification plants, hydrants, meters, valves and all necessary appurtenances and equipment, and all properties, rights, easements and franchises relating thereto and deemed necessary or convenient by the District for the operation thereof.

(5) "Sewerage" means the water-carried wastes created in and carried or to be carried away from residences, hotels, schools, hospitals, industrial establishments, commercial establishments or any other private or public building, together with such surface or ground water or household and industrial waste as may be present.

(6) Sewerage Disposal System means and includes any plant, system, facility or property used or useful or having the present capacity for future use in connection with the collection, treatment, purification or disposal of sewage (including industrial wastes resulting from any processes of industry, manufacture, trade or business or from the development of any natural resources) , or any integral part thereof, including but not limited to treatment plants, pumping stations, intercepting sewers, trunk sewers, pressure lines, mains and all necessary appurtenances and equipment, and all property, rights, easements and franchises relating thereto and deemed necessary or convenient by the District for the operation thereof.

(7) "Sewers" include mains, pipes and laterals for the reception of sewage and carrying such sewage to an outfall or some part of a sewage disposal system including pumping stations where deemed necessary by the District.

(8) "Sewer System" embraces both sewers and sewage disposal systems and all property, rights, easements and franchisee relating thereto.

(9) "System" means and includes a water system or sewer system or any one (1) or more thereof.

(10) "District" means the Taylor Coastal water and Sewer District created and established by this act in Taylor County.

(11) "Bonds" mean bonds or revenue certificates or other financial obligations of the District which are part or all of an issue of such obligations, any one (1) or more of which mature over three (3) years from date of issue, issued pursuant to this act.

(12) "Sewer" includes in its meaning the word sewerage.

Section 4. Objects and purposes of the District. The objects and purposes of the District are to acquire, purchase, lease, construct, improve, extend, operate, maintain and finance any water system or systems or parts thereof, and/or any sewer system or systems or parts thereof serving such unincorporated areas and other customers and users as the District may determine. The District may acquire a supply of water either within or without the county and either within or without the state. The District may itself own and operate water and sewer systems in unincorporated territory and may also sell and transport water to other systems, whether publicly or privately owned, and other users and consumers, provided the District shall not acquire, construct or own any water distribution system in any other area except as stated herein.

Section 5. Governing Body.

(1) The first commissioners of the District shall be the governing board of the water system for the Taylor Coastal area, known as Taylor Coastal Utilities, Inc., a Florida not-for-profit corporation as of the date of the adoption of the Ordinance. Such governing board shall exercise all powers and responsibilities authorized by this act.

(2) Commissioners of the District shall be owners of property within the District who are registered electors in some county in the State of Florida, at least five (5) of whom shall reside in Taylor County.

(a) The first District Commissioners shall consist of seven (7) members and shall be divided into two (2) groups. Group #1 shall consist of three (3) members who are the most recently elected members of the Board of Directors of Taylor Coastal Utilities, Inc., a Florida not for profit corporation. Group #1 shall serve until 2002 at which time they shall be elected for a term of

four (4) years. Group #2 shall consist of four (4) members who shall serve until the general election in 2004 at which time they shall be elected for a term of four (4) years.

(b) After their initial terms have expired, the candidates for commissioner in groups #1 and #2 shall qualify by petition and be elected by the property owners of the District, registered with the Supervisor of Elections of Taylor County, Florida.

(3) In the event of a vacancy due to any cause in the Board of Commissioners, the same shall be filled by appointment by a majority of the members of the Board of County Commissioners for the unexpired term. Moreover, during their expired terms, members of the special district governing body are subject to removal by the governing body of Taylor County, being the Board of County Commissioners of Taylor County.

(4) Each Commissioner, before he or she assumes office, shall be required to give the Governor a sufficient surety bond in the sum of \$2,000.00, the cost thereof being borne by the District, conditioned on the faithful performance of the duties of his or her office, said bond to be approved and filed in the same manner as is that of the Board of County Commissioners. The failure of any person to make and file this bond within ten (10) days after his or her election shall create a vacancy on said Board.

(5) Members of the Board of Commissioners may be entitled to compensation and reimbursement for traveling expenses incurred in the performance of their duties as provided by Chapter 153 and 112, Florida Statutes. Compensation of Board of Commissioners shall be by resolution. Reimbursement for travel expense shall be approved by a majority of the District Commissioners. The Board of Commissioners shall hold a regular monthly meeting, and special meetings as needed in an appropriate place within the District or in the Taylor County Courthouse. A quorum shall consist of four (4) commissioners at any meeting.

Section 6. Organization. As soon as practical and as provided by law, after the first District Commissioners have been appointed or elected and have qualified, they shall meet and organize by election from among their number a chairman, vice chairman, a secretary and a

treasurer, who shall serve a term of one (1) year, and be elected annually thereafter. The secretary need not be a commissioner. The members of the Board shall serve four (4) year terms. Board members may be reimbursed for expenses incurred incident to the legitimate transaction of business of the district as authorized by section 112.061, Florida statutes, and only when such expenses are approved by a majority of the board members at a regular or special meeting.

Section 7. Funds. No funds of the District shall be used for any purpose other than the administration of the affairs and business of the District, the construction, care, maintenance, upkeep, operation and repair of sewers and sewer and water systems in the district, as the Board may determine to be for the best interest of the District and inhabitants thereof. All disbursements of the funds of the District shall be made pursuant to warrants or checks signed any one (1) of the chairman, vice-chairman, or treasurer and counter-signed by another Board member or the office secretary.

Section 8. Powers of Board. The Board of Commissioners of the Taylor Coastal Water and Sewer District, in addition to and supplementing other powers granted by law, is authorized and empowered:

1) To acquire in the name of the District, either by purchase or the exercise of the right of eminent domain, or to construct and to reconstruct, improve, extend, enlarge, equip, repair, maintain and operate waterworks or sewerage facilities, either within or without the territorial limits of the District.

(2) To issue revenue bonds or assessment bonds of the District payable from the water rates or sewer service charges or other revenues of the District.

(3) To fix and collect rates and charges for water furnished by any waterworks facilities and to fix and collect charges for making connections with any waterworks facilities.

(4) To fix and collect sewer service charges for the services furnished by any sewerage facilities and to fix and collect charges for making connections with any sewerage facilities.

(5) To acquire in the name of the District, either by purchase or the exercise of the right of eminent domain, such lands and rights of way and rights and interests therein, including lands under water and riparian rights, and to acquire such personal property as it may deem necessary in connection with the construction or operation of waterworks or sewerage facilities, and to hold and dispose of all real and personal property under its control.

(6) To make and enter into all contracts and agreements necessary or incidental to the performance of its duties and the execution of its powers under this act, including a trust agreement or trust agreements securing any bonds issued hereunder, and to employ such consulting and other engineers, superintendents, managers, construction and accounting experts and attorneys, and such employees and agents as may, in the judgment of the Board, be deemed necessary and to fix their compensation; provided, however, that all such expenses shall be payable solely from funds made available under the provisions of this act.

(7) To exercise jurisdiction, control and supervision over any waterworks facilities and any sewerage facilities owned, operated or maintained by it and to make and enforce such rules and regulations for the maintenance and operation of any such facilities as may in its judgment be necessary or desirable sewer and water service charges for the services furnished by any sewerage or water facilities, and charge and collect the same. Any such rates and charges shall be so fixed and revised as to provide funds, with other funds available for such purpose, sufficient at all times:

(a) To pay the cost of maintaining, repairing and operating the waterworks or sewerage facilities of the District and to provide reserves therefor and for replacements and depreciation and necessary extensions and enlargements.

(b) To pay the principal of and the interest on all outstanding bonds for the payment of which such rates and charges are pledged as the same shall be come due and provide reserves therefor.

(c) To provide a margin of safety for making such payments and providing

such reserves. Such rates and charges shall not be subject to supervision or regulation by any commission, board, bureau or agency of the state or any political subdivision of the state. Such rates and charges shall be just and equitable and the sewer service charges shall be just and equitable and the sewer service charges may be based or computed either upon the quantity of water used or upon the number and size of sewer connections or upon the number and kind of plumbing fixtures in use in the premises connected with the sewerage facilities or upon the number of persons residing or working in or otherwise connected with such premises or upon the type of character of such premises or upon any other factor affecting the use of the facilities furnished or upon any combination of the foregoing factors. In cases where the character or sewage from any manufacturing or industrial plant, building or premises is such that it imposes an unreasonable burden upon any sewerage facilities, an additional charge may be made therefor, or the Board may, if it deems advisable, compel such manufacturing or industrial plant, building or premises to treat such sewage in a manner as shall be specified by the Board before discharging the sewage into any sewer lines owned or maintained by the District.

(d) No rates, fees or charges shall be fixed under the foregoing provisions of this section until after a public hearing at which all of the users of the proposed sewer system or water system, or both, or owners, tenants or occupants served or to be served thereby and all others interested shall have an opportunity to be heard concerning the proposed rates, fees and charges. Notice of such public hearing setting forth the proposed schedule or schedules of rates, fees and charges shall be given by one (1) publication in a newspaper published in the county and circulating in the district at least ten (10) days before the date fixed for such notice for the hearing, which may be adjourned from time to time. If there be no such newspaper published in the county and circulating in the District, the notice of such rate hearing shall be posted as provided for in Section 153.56, Florida Statutes. After such hearing, such schedule or schedules, either as initially adopted or as modified or amended, say be finally adopted.

Section 9. Collection of Rates and charges. The Board of Commissioners

may provide in the resolution authorizing the issuance of bonds under this act or in any trust agreement securing such bonds that any sewer service shall be included in bills rendered for water used on the premises and that if any water rates or sewer service charges shall not be paid within thirty (30) days from the rendition of any such bills, the District may discontinue furnishing water to such premises and may disconnect the same from the waterworks facilities. Moreover, the Board may establish a late fee by resolution. Any such resolution or trust agreement may include any or all of the following provisions, and may require the Board to adopt such resolutions or to take such other lawful action as shall be necessary to effectuate such provisions, and the Board is hereby authorized to adopt such resolutions and to take such other action:

(1) That the District may require the owner, tenant or occupant of each lot or parcel of land within the District who is obligated to pay water rates or sewer service charges to the District to make a reasonable deposit with the District in advance to insure the payment of such rates or charges and to be subject to application to the payment thereof, if and when delinquent.

(2) That if any water rates or sewer service charges payable to the District shall not be paid within thirty (30) days after the same shall be due and payable, the District may at the expiration of such thirty (30) day period disconnect the premises from the waterworks or sewerage facilities; and the District may proceed to recover the amount of any such delinquent rates or charges, with interest and late charges, in action of assumpsit in the small claims court or otherwise as provided by law.

(3) That if any sewer service charges for the use of any sewerage facilities by or in connection with any premises not served by any waterworks facilities of the District shall not be paid within thirty (30) days after the same shall become due and payable, the owner, tenant or occupant of such premises shall cease to dispose of sewage or industrial wastes originating from or on such premises by discharge thereof directly or indirectly into the sewerage facilities of the District until such sewer service charges, with interest, shall be paid; that if such owner, tenant or occupant shall not cease such disposal at the expiration of such thirty (30) day period it shall be the duty of

any public or private corporation, board, body or person supplying water to or selling water for use on such premises to cease supplying water to or selling water for use on such premises within five (5) days after receipt of notice of such delinquency from the District; and that if such corporation, board, body or person shall not, at the expiration of such five (5) day period cease supplying water to or selling water for use on such premises, then the District may, unless it has theretofore contracted to the contrary, shut off the supply of water to such premises.

Section 10. Connection with Sewer System. Upon the construction of sewerage facilities under the provisions of this act, the owner, tenant or occupant of each lot or parcel of land within the District which abuts upon a street or other public way containing a sanitary sewer as a part of such sewerage facility or a sanitary sewer served or which may be served by such sewerage facilities and upon which lot or parcel a building shall have been constructed for residential, commercial or industrial use, shall, connect with such building such sanitary sewer, and shall cease to use any other method for the disposal of sewage wastes or other polluting matter. All such connections shall be made in accordance with rules and regulations and may provide for a charge for making any such connection in such reasonable amount as the Board may fix and establish. This act being necessary for the welfare of the inhabitants of the District shall be liberally construed to effect the purpose thereof.

Section 11. Connection with Water System. Upon the acquisition or construction of water facilities under the provisions of this act, the owner, tenant or occupant of each lot or parcel of land within the District which abuts upon a street or other public way containing a water line as a part of such water facility served or which may be served by such water facility and upon which lot or parcel a building shall have been constructed for residential, commercial or industrial use, shall, connect with such building such water facility, and shall cease to use any other water for potable purposes and, further, prohibiting from allowing any of said water from a source other than the public water system from entering any potable water line or lines on said property or elsewhere. All such connections shall be made in accordance with rules and regulations and may

provide for a charge for making any such connection in such reasonable amount as the Board may fix and establish. This act being necessary for the welfare of the inhabitants of the District shall be liberally construed to effect the purpose thereof.

Section 12. Declaration of Policy. The undertakings enumerated in this act constitute a proper public purpose for the benefit and welfare of the owners and inhabitants of the District and it is hereby found and declared that in the construction, acquisition, improvement, maintenance, operation, extension and improvement of any or all of its systems, the District will be exercising a proper governmental function.

Section 13. The accounts and records of the District shall be post audited annually, at the expense of the District, by an independent certified public accountant.

Section 14. This ordinance shall take effect as provided by law and the Clerk is directed to send a certified copy to the Secretary of State of the State of Florida as provided by law.

ORDAINED by the Board of County Commissioners in and for Taylor County, Florida, this 2nd day of October, 2000.

BOARD OF COUNTY COMMISSIONERS TAYLOR
COUNTY, FLORIDA

BY:

CHAIRMAN

Edd Sadler

ATTEST:

Annie Mae Murphy
CLERK

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21

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Board to review and approve Hangar Warehouse Space Lease Agreement with Florida Department of Agriculture and Consumer Services at Perry Foley Airport.

MEETING DATE REQUESTED:

January 20, 2014

Statement of Issue: Board to review and approve the Lease Agreement with Florida Department of Agriculture and Consumer Services for hangar/warehouse space at Perry-Foley Airport.

Recommended Action: Board to approve Lease Agreement with the above referenced.

Budgeted Expense: The County will be leasing the facility for \$1,959.61 for a total annual rent of \$23,515.35. This is an increase of \$1,959.61 over the current lease which is due to expire February 28, 2015.

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The Florida Division of Agriculture and Consumer Services has leased this space for more than 12 years from the County. The new lease is for a three year period due to expire February 28, 2018. The current lease is for \$1,800 a month (\$1.75 per square ft.). When working with Agriculture and Consumer Services staff on renewing the lease, an increase to \$1.85 per square foot was proposed and accepted. The Division of Agriculture and Consumer Services also leases a t-hangar space at the Airport for Florida Forestry aircraft.

Attachments: State of Florida Standard Lease Agreement, Addendum A, and State of Florida Disclosure Statement



STATE OF FLORIDA
Disclosure Statement
Department of Management Services Form 4114

Lease Number: 4 2 0 : 0 4 7 9

Purpose

This form is used to collect the information required pursuant to subsections 255.249(4)(h), 255.249(4)(i) and 255.01, Florida Statutes.

1. Ownership – Indicate the type of ownership of the facility in which this lease exists.

- a. ☒ Publicly Owned Facility
- b. ☐ Privately Owned Facility ☐ Individually held ☐ Entity held (e.g., corporate, LLC, partnership, etc.)
- c. Name of titleholder: Taylor County Board of County Commissioners
Titleholder FEIN or SSN: 59-6000879
Name of facility: Perry-Foley Airport
Facility street address: 511 Industrial Drive
Facility city, state, zip code: Perry, FL 32347

2. Disclosure Requirements

- a. Does a corporation registered with the Securities and Exchange Commission and/or registered pursuant to chapter 517, Florida Statutes, own the facility listed above? Yes ☐ No ☒
If "Yes," please proceed to section 4.
- b. Does any party have a 4% or greater ownership interest in the facility or the entity holding title to the facility? Yes ☐ No ☒
If "Yes," please proceed to 2.c.
- c. Does any public official, agent, or employee hold any ownership interest in the facility or the entity holding title to the facility? Yes ☐ No ☒
If "Yes," please proceed to 2.d.
- d. Is the facility listed above financed with any type of local government obligations? Yes ☐ No ☒
If "Yes," please stop and immediately contact your state leasing representative.

3. Ownership Disclosure List - (additional pages may be attached)

a. Name	Government Agency (if applicable)	Extent of Interest (Percent)
		0.00%
		0.00%
		0.00%
		0.00%
		0.00%
		0.00%
		0.00%

- b. The equity of all others holding interest in the above named facility totals: _____

4. Signatures

By signing this form, the undersigned acknowledges that the information provided is true and complete, to the best of their knowledge.

a. Publicly Owned Facilities

Signature: _____
Name: _____
Government Entity: _____
Date: _____

b. Private Individually-held Facilities

Signature: _____
Name: _____
Date: _____

Signature: _____
Name: _____
Date: _____

c. Entity-held Facilities

This is to certify, that the undersigned is authorized to conduct business as a representative of the entity listed in section 1.c. of this Disclosure Statement.

Signature: _____
Name: _____
Date: _____



STATE OF FLORIDA

Standard Lease Agreement

Department of Management Services Form 4054

Lease Number: 4 2 0 : 0 4 7 9

Lease Commencement: 03/01/2015

Preamble

THIS LEASE AGREEMENT is entered into this _____ day of _____, 20____ by and between those Parties listed below.

Parties

Lessee: Florida Department of Agriculture and Consumer Services

Agency Name

Address: 407 South Calhoun Street Tallahassee FL 32327
Street City State Zip Code

Lessor: Taylor County Board of County Commissioners

Lessor Name

Address: 201 East Green Street Perry FL 32347
Street City State Zip Code

FEID: 59-6000879 **OR** **Social Security Number:** _____

1. Description

A. In consideration for the covenants and agreements made here, Lessor agrees to lease to Lessee those Premises (hereinafter the "Premises") described as:

Description: Building No. 401
 Hangar/Warehouse Space

Building: Perry-Foley Airport **County:** Taylor
Building Name

Address: 511 Industrial Drive Perry FL 32347
Street City State Zip Code

consisting of an aggregate area of 12,711 square feet of net rentable space measured in accordance with the Department of Management Services' Standard Method of Space Measurement. This space comprises approximately 100.0 % of the 12,711 net square feet in the building.

B. Lessor shall also provide 0 exclusive parking spaces and 1 nonexclusive parking spaces as part of this Lease Agreement.

2. Term & Renewals

A. The Lease shall begin on: March 1, 2015
Month Day Year
 and end at the close of business on February 28, 2018
Month Day Year

for a term of 36 months.

B. Lessee, however, is hereby granted the option to renew this Lease for an additional 0 upon the same terms and conditions as specified in Article 4. B. of this Lease. If Lessee desires to renew this Lease under the provisions of this Article, it shall give Lessor written notice thereof not more than six months nor less than three months prior to the expiration of the term provided in this Article or any applicable renewal period.

Lessor Initial: _____ Page 1 of 9

Form 4054

Lessee Initial: _____ Rev. Date 4/14

3. Notices, Rental Invoices & Rental Payments

A. All Notices to be served upon Lessee shall be sent by receipted mail to:

Lessee: Florida Department of Agriculture and Consumer Services
Agency Name

Address: 407 South Calhoun Street, 408 M4 Tallahassee FL 32399
Street City State (Zip Code)

B. All Notices to be served upon Lessor shall be sent by receipted mail to:

Lessor: Taylor County Board of County Commissioners
Lessor Name

Address: 201 East Green Street Perry FL 32347
Street City State Zip

C. Rental invoices shall be submitted monthly to Lessee at:

Lessee: Florida Department of Agriculture and Consumer Services
Lessee Name

Address: 407 South Calhoun Street, 408 M4 Tallahassee FL 32399
Street City State Zip

D. Rental Payments shall be paid to Lessor at:

Lessor: Taylor County Board of County Commissioners
Lessor Name

Address: 201 East Green Street Perry FL 32347
Street City State Zip

4. Rent

The rent shall be payable the month following the month of occupancy in accordance with subsection 215.422, Florida Statutes. The rent for any fractional part of the first month shall be prorated.

A. Base Term

Lessee agrees to pay Lessor rent according to the following schedule:

Start (MM/DD/YYYY)	TERM -	End (MM/DD/YYYY)	RATE PER SQUARE FOOT	MONTHLY RENT	ANNUAL RENT
03/01/2015	-	02/29/2016	\$1.85	\$1,959.61	\$23,515.35
03/01/2016	-	02/28/2017	\$1.85	\$1,959.61	\$23,515.35
03/01/2017	-	02/28/2018	\$1.85	\$1,959.61	\$23,515.35
	-			\$0.00	\$0.00
	-			\$0.00	\$0.00
	-			\$0.00	\$0.00
	-			\$0.00	\$0.00
	-			\$0.00	\$0.00
	-			\$0.00	\$0.00
				\$0.00	\$0.00

Lessor Initial: _____

Lessee Initial: _____

Page 2 of 9
 Form 4054
 Rev. Date 4/14

B. Option Term

For the renewal options as specified in article 2, the rental rate shall be:

Start (MM/DD/YYYY)	TERM		RATE PER SQUARE FOOT	MONTHLY RENT	ANNUAL RENT
		End (MM/DD/YYYY)			
	-			\$0.00	\$0.00
	-			\$0.00	\$0.00
	-			\$0.00	\$0.00
	-			\$0.00	\$0.00
	-			\$0.00	\$0.00
	-			\$0.00	\$0.00
	-			\$0.00	\$0.00
	-			\$0.00	\$0.00
	-			\$0.00	\$0.00
	-			\$0.00	\$0.00

5. Utilities

- A. The Lessor ☐, Lessee ☒, see Addendum _____ ☐ will promptly pay all billed utilities including gas, water, sewer, solid waste, storm water, and other power and electric light rates or charges which may become payable during the term of this Lease .
- B. For the facilities in which the Lessee occupies a metered, aggregate area of 5,000 net square feet or more, Lessor agrees to provide Lessee timely and accurate data on Lessee's monthly consumption or use of electricity, natural gas, LP gas and/or fuel oil, as appropriate, pursuant to Section 255.257, Florida Statutes.

6. Facility Services

- A. The Lessor ☐ or Lessee ☒ will furnish daily janitorial services and required janitorial supplies. Janitorial services will include provision of recycling trash disposal for the Premises at the expense of the Lessor ☐ or Lessee ☒.
- B. Lessor shall provide for interior and exterior maintenance and repairs in accordance with generally accepted good practices. This includes repainting, replacement of worn or damaged floor covering and repairs or replacement of interior equipment as needed due to normal use. Lessor shall maintain the exterior of the leased facility so to conform to all applicable health and safety laws, ordinances and codes, which are presently in effect or may be enacted during the term of this Lease and any renewal periods.
- C. The Lessor ☐ or Lessee ☒ agrees to furnish pest control services for the leased Premises during the term of the Lease at the expense of the Lessor ☐ or Lessee ☒.
- D. Lessor agrees to install light fixtures for use by Lessee. The Lessor ☐ or Lessee ☒ shall be responsible for replacement of all bulbs, lamps, tubes, and starters used in such fixtures.
- E. All services required above shall be provided during Lessee's normal working hours, which are deemed 7:30 a.m. to 5:30 p.m., Monday through Friday excluding state holidays, unless otherwise stipulated below:

Lessor Initial: _____

Page 3 of 9

Lessee Initial: _____

Form 4054
Rev. Date 4/14

- F. During the term of this Lease, Lessee shall maintain the interior of the Premises in as good a state of repair as it is at the time of the commencement of this Lease. Notwithstanding this obligation, reasonable wear and tear and unavoidable casualties are permissible.

Day	From	To
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

7. Accessibility and Alterations

- A. Lessor agrees that the leased Premises meets at the time of occupancy, or will conform, or will be brought into conformance within 180 days of lease execution, the requirements of the 2012 Florida Accessibility Code for Building Construction ("FACBC"), Americans With Disabilities Accessibility Implementation Act, Section 553.501 - 553.514, Florida Statutes. The Code of Federal Regulations, Department of Justice, Title 28, Part 25 and Part 36, and the Department of Transportation Title 49, Part 37 and the requirements of Florida Building codes have all been incorporated within the FACBC.

Notwithstanding anything else contained in this lease, Landlord at Landlord's expense, shall be responsible for and agrees to comply with all obligations under the ADA which imposes any duty upon landlord or tenant with respect to the use, occupancy or alteration of the leased premises, building or project.

If a claim or action is brought due to the allegations of failure to comply with the ADA, Landlord agrees to indemnify, defend, and hold Tenant harmless from any cost or expense, including attorney's fees, from being named in the claim or action.

- B. The Florida Building Codes includes and requires the following subparts, which are applicable to occupied or public use leases:

Chapter 1, Section 101.1. all new and altered public buildings and facilities, private buildings and facilities, places of public accommodation and commercial facilities subject to this code shall comply with this code.

Chapter 1, Section 101.3 this code established standards for accessibility to place of public accommodation and commercial facilities by individuals with disabilities. This code shall also apply to state and local government (owned and leased) facilities pursuant to Section 553.503, Florida Statutes. It is to be applied during the design, construction and during any alteration to such buildings and facilities as required by the code.

- C. Lessor agrees that Lessee shall have the right to make any minor alterations in and to the Premises during the term of this Lease upon first having obtained written consent of Lessor. Lessor shall not unreasonably withhold the consent to any such alterations.

Lessor Initial: _____

Page 4 of 9

Form 4054

Lessee Initial: _____

Rev. Date 4/14

8. Applicable Laws

Due to the size and/or configuration of the space leased, the following laws apply:

- A. ☐ Section 255.25(3) (e), Florida Statutes relating to tenant improvement costs for which Lessor may be eligible for reimbursement. As applicable, Lessor and Lessee agree that the sum of _____ has been spent by the Lessor for improvements to the Premises and the Lessor does ☐ or does not ☐ intend to seek reimbursement for these improvements.
- B. ☐ Section 252.385(4) (b), Florida Statutes relating to the use of the Premises as a public hurricane evacuation shelter. As applicable, the facility in which the Premises exist may be required to serve as a public hurricane evacuation shelter at the request of local emergency management agencies. It is hereby agreed and understood that in the event the Premises is selected for use as an emergency shelter Lessor, upon receiving notice from the Emergency Management Center, shall make the building available as a public hurricane evacuation shelter.

9. Heating and Air Conditioning

Lessor agrees to furnish to Lessee heating and air conditioning equipment and maintain same in satisfactory operating condition at all times for the Premises during the term of the Lease at the expense of Lessor. Lessor agrees that thermostats in the Premises will be set to maintain an average zone temperature of 75 degrees Fahrenheit during the heating and cooling seasons.

10. Compliance with Fire Safety Standards

- A. Lessor shall provide for fire protection during the term of this Lease in accordance with the fire safety standards of the State Fire Marshal. Lessor shall be responsible for maintenance and repair of all fire protection equipment necessary to conform to the requirements of the State Fire Marshal. Lessor agrees that the Premises shall be available for inspection by the State Fire Marshal, prior to occupancy by Lessee, and at any reasonable time thereafter.
- B. To assure Lessee of facility compliance with Florida's Fire Safety Standards, Lessor agrees to provide Lessee with written Fire Safety Inspection prior to the approval of this Lease. Fire Safety Inspection is to be conducted by State Fire Marshal or local fire officials.
- C. In the event that the entirety or majority of the Premises is destroyed by fire, lightning, storm or other casualty, Lessor may repair the damage to Premises at its own cost and expense. Rental payments shall cease until the completion of repairs. Lessor will immediately refund the pro rata part of any rentals paid in advance by Lessee prior to the destruction. Should the Premises be only partly destroyed, leaving the major part in usable condition, then the rental shall abate on the damaged portion until the Premises is restored by Lessor. Upon the completion of such repairs, the full rental shall commence and the Lease shall then continue the balance of the term.
- D. Lessor certifies that no asbestos was used in the construction of the demised Premises or that if asbestos was used, actions have been completed to correct the hazards caused by the use of asbestos.
- E. RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over a period of time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department. Section 404.056(5), Florida Statutes. Lessor certifies that if any radon is present, it is at a measurement level less than 4 pCi/L.

11. Injury or Damage to Property

All property of any kind that may be on the Premises during the term of this Lease shall be at the sole risk of Lessee, and except for any negligence of Lessor, Lessor shall not be liable to Lessee for loss or damage to the property.

Lessor Initial: _____

Page 5 of 9

Form 4054

Lessee Initial: _____

Rev. Date 4/14

12. Expiration of Term

At the expiration of the term, Lessee will peaceably yield up to Lessor the Premises in good and tenantable repair. Lessor and Lessee agree that Lessee shall have the right to remove from the Premises all personal property of Lessee including all fixtures, machinery, equipment, appurtenances and appliances placed or installed on the Premises by Lessee provided that Lessee agrees to restore the Premises to as good a state of repair as found prior to the removal.

13. Right to Inspect

Lessor, at all reasonable times, may enter into and upon the Premises for the purpose of viewing the same and for the purpose of making any such repairs as Lessor is required to make under the terms of this Lease .

14. Taxes and Insurance

Lessor shall pay all real estate taxes and fire insurance premiums on the Premises. Lessor shall not be liable to carry fire insurance on the person or property of Lessee or any other person or property that may occupy the Premises now or later.

15. Subletting and Assignment

Lessee, upon obtaining written consent of Lessor, shall have the right to sublet all or any part of the Premises or to assign all or any part of the Premises. Lessor shall not capriciously withhold written consent.

16. Wavier of Defaults

No waiver by Lessee of any breach of this Lease by Lessor shall be construed as a waiver of any subsequent breach of any duty or covenant imposed by this Lease.

17. Rental Commencement

Notwithstanding the provisions of Article 2 "Term" and Article 4 "Rent" of this Lease, term shall not commence until date of completion of the renovations of the demised premises to Lessee's satisfaction and thereby made ready for occupancy by lessee. At the time of occupancy, the rent for any fractional part of the first month of occupancy shall be prorated.

18. Availability of Funds

Pursuant to Section 255.2502, Florida Statutes, Lessor acknowledges that the State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

19. Breach of Covenant

- A. If Lessee neglects or fails to perform or observe any covenant herein, and such default continues for a period of thirty (30) days after receipt of written notice thereof from Lessor, then Lessor may lawfully, immediately, or at any time thereafter, and without further notice or demand, enter into and upon the Premises, and repossess the same as of their former estate and expel Lessee and remove its effects forcefully, if necessary.
- B. This action by the Lessor shall not be deemed as any manner of trespassing. Any remedy which might otherwise be used by the Lessor for arrears of rent or for any breach of Lessee's covenants is not waived by such action.

20. Not Consent to Sue

No provisions, terms, or conditions of this Lease shall be construed as consent of the State of Florida to be sued because of said leasehold.

21. Right to Terminate

Lessee shall have the right to terminate this Lease without penalty in the event a State-owned building becomes available to Lessee for occupancy, and upon the giving six (6) months advance written notice to Lessor by Certified Mail, Return Receipt Requested.

22. Public Entity Crime Statement

Section 287.133, Florida Statutes places the following restrictions on the ability of persons convicted of public entity crimes to transact business with public entities, including the department:

A person, or affiliate, who has been placed on the convicted vendor list, following a conviction for a public entity crime, may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

23. Discrimination

Section 287.134 Florida Statutes places the following restrictions on the ability of persons on the discriminatory vendor list to transact business with public entities, including the department:

An entity who has been placed on the discriminatory vendor list may not submit a bid or proposal to provide goods or services to a public entity, may not submit a bid or proposal with a public entity for the construction or repair of a public building or public work, may not submit bids or proposals on leases of real property to a public entity, may not perform work as a contractor, supplier subcontractor or consultant under contract with any public entity and may not transact business with any public entity.

24. Use of Premises

Lessee will not make or suffer any unlawful, improper, or offensive use of the Premises or any use or occupancy thereof contrary to the laws of the State of Florida or to such ordinances of the city or county in which the Premises are located, now or hereinafter made, as may be applicable to Lessee.

25. Failure to Comply

- A. In the event that Lessor fails to comply with any term or provision of this Lease after written notice, Lessee reserves the option to:
- i. setoff and deduct from the rental amount due Lessor under this Lease such sums as Lessee determines are required to remedy the default of Lessor; and/or
 - ii. fulfill Lessor's obligations under the terms of this Lease; whereby Lessor shall reimburse Lessee on demand for any reasonable expenses which Lessee may incur in thus effecting compliance with Lessor's obligation under this Lease. Should Lessee elect this option, Lessee shall use its best efforts to mitigate damages caused thereby; and/or
 - iii. terminate this Lease and vacate the Premises, but without prejudice to any remedy which might otherwise be used by Lessee for any breach of Lessor's covenants contained herein; and/or
 - iv. bring suit for damages against Lessor for any expense (including reasonable attorney's fees) Lessee may incur by Lessor's failure to comply with any term or provision of the Lease. However, Lessee shall not bring suit for damages incurred due to a delay in the Commencement Date of this Lease if any such delay is caused solely by any delay, default or omission of Lessee.
- B. Lessee is required to give Lessor written notice setting forth in reasonable detail the nature and extent of such failure and Lessor will be given thirty (30) days to cure such failure. If such failure cannot reasonably be completely cured within that thirty (30) day period, the length of such period shall be extended for the period reasonably required thereof, only if Lessor commences curing such failure within such thirty (30) day period and continues the curing thereof with reasonable diligence and continuity.
- C. Reason for setoff of amounts due under this Lease shall include, but are not limited to, remedying heating and air conditioning equipment and roofing deficiencies.
- D. Each occasion of setoff of rental amounts due under this Lease shall be contingent upon the prior approval of Lessee's legal counsel.

Lessor Initial: _____

Page 7 of 9

Lessee Initial: _____

Form 4054
Rev. Date 4/14

26. Definition of Terms

- A. The terms "Lease," "Lease Agreement," or "Agreement" shall be inclusive of each other and shall also include any renewals, extensions or modifications of this Lease.
- B. The terms "Lessor" and "Lessee" shall include the successors and assigns for the parties hereto.
- C. The singular shall include the plural and the plural shall include the singular whenever the context so requires or permits.

27. Additional Terms

- D. ☐ No additional covenants or conditions form a part of this Lease
- E. ☒ All additional covenants or conditions appear on attached Addendum(s):

A

IN WITNESS WHEREOF, the Parties hereto have hereunto executed this instrument for the purpose herein expressed, this _____ day of _____, _____

ANY MODIFICATION OF A LEASE AGREEMENT SHALL NOT BECOME LEGALLY EFFECTIVE UNTIL APPROVED/ACCEPTED BY THE DEPARTMENT OF MANAGEMENT SERVICES.

ORIGINAL SIGNATURES REQUESTED ON ALL COPIES

As to Lessor – Lessor, or authorized representative and two witnesses, must sign, print name and enter date.

X _____ Lessor or Authorized Representative	_____ Printed Name/Title	____/____/____ Date
X _____ Witness #1	_____ Printed Name	____/____/____ Date
X _____ Witness #2	_____ Printed Name	____/____/____ Date

As to Lessee Agency – Agency Head (or authorized designee) and representative of Agency's Office of General Counsel, must sign, print name and enter date.

X _____ Agency Head or Authorized Delegate	D. Alan Edwards, Dir. of Administration _____ Printed Name/Title	____/____/____ Date
X _____ Agency Office of General Counsel	Stephen Donelan _____ Printed Name	____/____/____ Date

As to the Department of Management Services – Chief Real Property Administrator (or authorized designee) and Secretary (or authorized delegate) must sign, print name and enter date. When applicable, DMS Office of General Counsel, shall sign, print name and enter date.

X _____ Chief Real Property Administrator	_____ Printed Name	____/____/____ Date
X _____ Secretary or Authorized Delegate	_____ Printed Name/Title	____/____/____ Date
X _____ Office of General Counsel	_____ Printed Name	____/____/____ Date

STATE OF FLORIDA
DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES

ADDENDUM: A

LEASE NUMBER: 420:0479

Article 9 – Heating and Air Conditioning

The leased facility is warehouse/hangar space and does not have heating and air-conditioning capabilities. Therefore, the Lessor and Lessee both agree, neither party will provide heating and air conditioning services at this location, and Article 9 of the lease agreement is amended to waive this requirement.

LESSOR:

Taylor County Board of County Commissioners

By: _____

Date: _____

LESSEE:

State of Florida

Department of Agriculture and Consumer Services

By: _____

D. Alan Edwards, Director of Administration

Date: _____

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Board to consider approval of a replat of Block "I" of the Steinhatchee Landing Resort 2006 Addition.

MEETING DATE REQUESTED:

January 20, 2015

Statement of Issue: Replat of common area within the Steinhatchee Landing Resort subdivision.

Recommendation: Consider for approval

Fiscal Impact: Unknown

Budgeted Expense: Yes ☐ No ☐ N/A ☒

Submitted By: Danny Griner

Contact: building.director@taylorcountygov.com

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Block "I" of the Steinhatchee Landing Resort is owned by the Steinhatchee Landing Homeowners Association. Block "I" presently contains 3 individual lots along with the existing common area. The Homeowners Association would like to remove the individual lots, resulting in a larger common area. The removal of the 3 lots is the only change to the plat.

Staff respectfully requests that the Board consider approval of the plat and signing of the plat by the Chairperson and County Attorney.

Options:

1. Approve the replat
2. Deny the replat

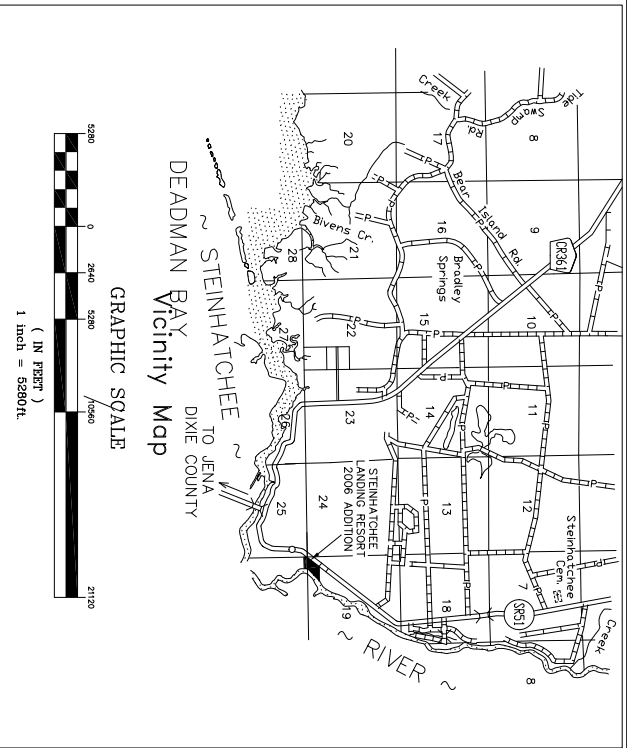
Attachments:

1. Copy of plat
2. Aerial map showing existing lots.



Steinhatchee Landing Resort 2014 Common Area Addition

A Re-Plat of Block "I" "Steinhatchee Landing Resort 2006 Addition"
as recorded in Plat Book 1 Pages 217A 217B AND 217C,
Located in Section 19, Township 9 South, Range 10 East,
Taylor County, Florida



FLOOD HAZARD:
The herein described property lies in Flood Zone "AE (EL. 12)", areas determined to be in a flood plain, all according to the Flood Insurance Rate Map (FIRM) for Taylor County, Florida, Community Panel Number 12123C0735D effective date: March 04, 2009.

NOTICE:

The Steinhatchee Landing Home Owners Association's, as per covenants recorded in the Official Records of Taylor County, Florida in OR. 473 PG. 506-525, is hereby authorized to establish and collect assessments on a per lot basis to provide funds necessary to maintain the common areas and to provide for the improvement and maintenance of the common areas.

DESCRIPTION OF STEINHATCHEE LANDING RESORT, 2006 ADDITION, as per the plat hereto:

DEDICATION AND ADOPTION: Owners of the herein described lands have agreed said land to be surveyed and platted as a common area for the Steinhatchee Landing Home Owners Association, as per covenants recorded in the Official Records of Taylor County, Florida in OR. 473 PG. 506-525, forever the roads, common areas and rights of way.

Signed this ____ day of _____, 2014.

By: President of Steinhatchee Landing Home Owners Association

By: Secretary of Steinhatchee Landing Home Owner Association

ACKNOWLEDGMENT:
STATE OF FLORIDA
COUNTY OF TAYLOR

I hereby certify that on this day personally appeared before me on to me well known to be the persons herein described and who executed the foregoing dedication and adoption as their free and voluntary act and before me that they executed the same for the use and purposes therein expressed.

Notary: Witness my hand and official seal, this ____ day of _____, 2014.
My commission expires on the ____ day of _____, 2014.

ABSTRACTOR'S CERTIFICATE:
I hereby certify that the Steinhatchee Home Owners Association, are the apparent record owners of the lands hereby described and that the same have been duly recorded in the Official Records of Taylor County, Florida in OR. 473 PG. 506-525, forever the roads, common areas and rights of way.

Signed this ____ day of _____, 2014

By: _____

For: _____

COUNTY'S ATTORNEY'S CERTIFICATE:
I have examined the foregoing instrument and approve its contents and approval is to legal form and accuracy.
Signed this ____ day of _____, 2014.

County Attorney _____

COUNTY ENGINEER'S CERTIFICATE:
Examined and approved.
Signed this ____ day of _____, 2014.

COUNTY COMMISSION APPROVAL:
Kenneth Dudley, P.E. #258014

This is to certify that this plat conforms to all the requirements of the County of Taylor's ordinances and regulations and it has been examined and approved by the County Commission of Taylor County, Florida.
Signed this ____ day of _____, 2014.

Chairperson — Taylor County Board of Commissioners

Attest: Clerk of Court

SURVEYOR'S CERTIFICATE:
This is to certify that the plat shown herein is a true and correct representation of a survey made under my responsible direction and supervision and that said survey is accurate to the best of my knowledge and belief and that Permanent Boundary Monuments placed on the land by the surveyor comply with all requirements of Chapter 177, Florida Statutes as amended and Chapter 61517-6 Florida Administrative Code.

LAMARCE D. ROWELL, F.S.C. # 3233
DATE: _____
Professional Surveyor and Mapper
Delta Professional Land Services, LLC
114 West Green St. Perry, Florida 32347
PHONE: (850)-584-2849

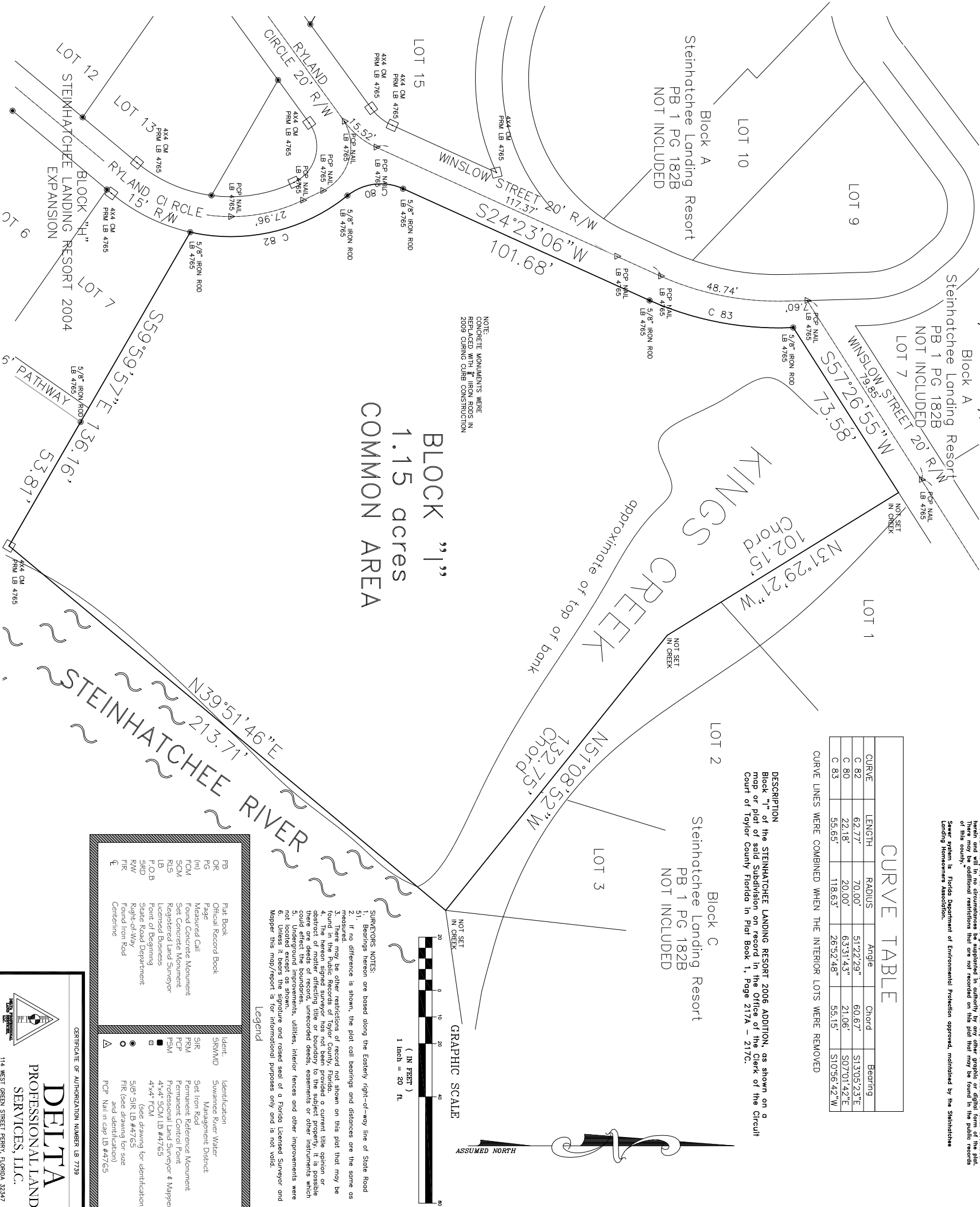
PROFESSIONAL SURVEYOR REVIEW
This is to certify that I have reviewed this plat and that it meets Chapter 177 Florida Statutes.

David L. Goodman, F.S.C. #5106
Professional Surveyor and Mapper
PHONE: (850) 239-5851

CLERK OF THE COURT CERTIFICATE:
I have examined the foregoing plat and have been filed for record in PLAT BOOK _____ PAGE _____ of the Public Records of Taylor County, Florida. Signed this ____ day of _____, 2014

Clerk of Court _____

Deputy Clerk _____



CURVE TABLE				
CURVE	LENGTH	RADIUS	Angle	Bearing
C 82	62.77'	70.00'	51°22'29"	S13°05'23"E
C 80	22.18'	20.00'	63°31'43"	S07°01'42"E
C 83	55.65'	118.63'	26°32'48"	S10°56'42"W

CURVE LINES WERE COMBINED WHEN THE INTERIOR LOTS WERE REMOVED

DESCRIPTION
Block "I" of the STEINHATCHEE LANDING RESORT 2006 ADDITION, as shown on a map or Plat of said Subdivision on record in the Office of the Clerk of the Circuit Court of Taylor County Florida in Plat Book 1, Page 217A — 217C.

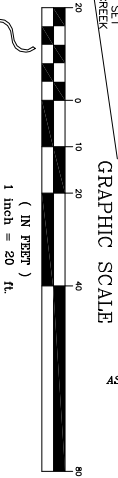
Block C
Steinhatchee Landing Resort
PB 1 PG 182B
NOT INCLUDED

The STEINHATCHEE LANDING HOME OWNERS ASSOCIATION'S, as per covenants recorded in the Official Records of Taylor County, Florida in OR. 473 PG. 506-525, is hereby authorized to establish and collect assessments on a per lot basis to provide funds necessary to maintain the common areas and to provide for the improvement and maintenance of the common areas.

BEARING BASE: Bearings based along the Eastern right of way line of State Road No. 31.

NOTICE: This plat, as recorded in its graphic form, is the official depiction of the subdivided lands described herein and will in no circumstances be superseded in authority by any other graphic or digital form of this plat. "Additional restrictions that are not recorded on this plat but may be found in the public records of this county."

Survey subject to: Florida Department of Environmental Protection approved, monitored by the Steinhatchee Landing Homeowners Association.



- SURVEYOR'S NOTES:**
1. Bearings herein are based along the Eastern right-of-way line of State Road 51.
 2. If no difference is shown, the plat call bearings and distances are the same as 3.
 3. There may be other restrictions of record not shown on this plat that may be found in the Public Records of Taylor County, Florida.
 4. The herein signed surveyor has not been provided a current title opinion or other evidence of title. The surveyor is not responsible for any errors or omissions in the deed or other instruments which could affect the boundaries.
 5. Underground improvements, utilities, interior fences and other improvements were not located or shown.
 6. Unless it bears the signature and raised seal of a Florida Licensed Surveyor and Mapper this map/report is for informational purposes only and is not valid.

Legend

Ident.	Identification
OR	Official Record Book
SRWMD	Swanance River Water Management District
PG	Page
(m)	Measured Call
FCM	Found Concrete Monument
SCM	Set Concrete Monument
PSM	Permanent Reference Monument
RLS	Registered Land Surveyor
LD	Lot or Beginning
SD	Section
SPW	State Planning Department
RIW	Road Right of Way
RIK	Road Right of Way
FCF	FCF Nail in cap LB #4765
Δ	Centerline

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO CONSIDER ACCEPTING THE DEED FOR JACKSON ROAD WEST AS RECORDED IN THE OFFICIAL RECORD BOOKS OF TAYLOR COUNTY.

MEETING DATE REQUESTED:

JANUARY 20, 2015

Statement of Issue: On December 16, 2014, the Board agreed to accept the deed to Jackson Road West as the County had been maintaining the road. The Board was waiting for a properly executed deed with a correct legal description of the roadway. Michael Smith, attorney for the landowners, has now brought forward a deed which has been executed and recorded in the official records of Taylor County. He has also brought forward records indicating that no taxes are outstanding on the deeded property.

Recommended Action: Accept the deed of Jackson Road West to Taylor County.

Fiscal Impact:

Budgeted Expense:

Submitted By: Conrad Bishop, County Attorney 850-584-6113

Contact:

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

Attachments: Copies of correspondence, warranty deed, documents from Taylor County Tax Collector and Property Appraiser.

The Bishop Law Firm, P.A.
Attorneys at Law

CONRAD C. BISHOP, JR.
CONRAD C. "SONNY" BISHOP, III

POST OFFICE BOX 167
411 N. WASHINGTON STREET
PERRY, FLORIDA 32348

January 8, 2015

IN MEMORIAL OF
KATHLEEN MCCARTHY BISHOP 1966-2013
(850) 584-6113
FAX (850) 584-2433

Mr. Dustin Hinkel
County Administrator
County Offices
201 E. Green Street
Perry, Florida 32347

Hon. Annie Mae Murphy
Clerk of Court
Post Office Box 620
Perry, Florida 32348

Re: Jackson Road

Dear Annie Mae and Dustin:

Enclosed please find:


1. A letter I received from Mr. Michael S. Smith
2. A copy of the Deed that has been recorded by Mr. Smith
3. Proof that the taxes are paid

This needs to be put on the agenda for next meeting so the Board can formally accept the Deed.

If you have any questions, please feel free to give me a call.

Thank you and I hope you are doing fine.

Respectfully,


Conrad C. Bishop, Jr.

CCB/kp

Enclosures

Cc: Mr. Michael S. Smith



SMITH, SMITH & CURTIS

ATTORNEYS AT LAW, P.A.

A Professional Association and Counselors at Law

Michael S. Smith
Stephen A. Smith, P.A.
Donald R. Curtis III, P.A.

411 North Washington Street
Perry, Florida 32347
Post Office Drawer 579
Perry, Florida 32348

(850) 584-3812 Phone
(850) 584-7148 Fax
(877) 269-9839 Toll Free

January 7, 2015

VIA HAND DELIVERY

Conrad C. Bishop, Jr.
Attorney at Law
P. O. Box 167
Perry, FL 32348

Re: Jackson Road

Dear Conrad:

Enclosed is the recorded Warranty Deed and proof that all taxes are paid.

If you should need anything else, please let me know.

Sincerely,

Michael S. Smith

MSS/ggp
Encls
Cc: Dustin Hinkel

The Bishop Law Firm, P.A.

Attorneys at Law

CONRAD C. BISHOP, JR.
CONRAD C. "SONNY" BISHOP, III

POST OFFICE BOX 167
411 N. WASHINGTON STREET
PERRY, FLORIDA 32348

IN MEMORIAL OF
KATHLEEN MCCARTHY BISHOP 1966-2013
(850) 584-6113
FAX (850) 584-2433

December 19, 2014

VIA HAND DELIVERY

Michael S. Smith
Attorney at Law
Post Office Drawer 579
Perry, Florida 32348

Re: Jackson Road

Dear Michael:

The Board of County Commissioners of Taylor County agreed to accept your Deed on the above-named road contingent on you providing proof that all the taxes are paid plus you getting the Deed executed.

If you have any questions, please let me know.

Thank you and I hope you are doing fine.

Happy Holidays.

Respectfully,


Conrad C. Bishop, Jr.

CCB/kp

Cc: Hon. Annie Mae Murphy (via e-mail)
Mr. Dustin Hinkel (via e-mail)

Prepared by and return to:

MICHAEL S. SMITH

Attorney at Law

Smith, Smith & Curtis Attorneys at Law, P. A.

411 North Washington Street

Perry, FL 32347

850-584-3812

File Number: 5501-279

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 29th day of December, 2014 between Carol Denise Fletcher, 3112 Canmore Place, Tallahassee, Florida 32303, Donna Rae Johnson, 100 West Oak Street, Perry, Florida 32348 and Linda Dianne Sutherland, 321 Ball Drive, Tallahassee, Florida 32312, grantor, and Taylor County, Florida, a Political Subdivision of the State of Florida whose post office address is P. O. Box 620, Perry, FL 32348, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Taylor County, Florida to-wit:

Commence at the NW corner of NW 1/4 of NW 1/4 and run S 658.6 feet for Point of Beginning, thence run S 230 feet, East 20 feet, North 210 feet, East 1129 feet to right of way of US 19; thence run NW along right of way 20 feet West 1148 feet to Point of Beginning. Said parcel contains .6 acres more or less and is located in Taylor County, Florida.

Parcel Identification Number: 06-05-08-08393-000

NOTE: LEGAL DESCRIPTION FURNISHED BY GRANTOR. TITLE TO THE PROPERTY DESCRIBED HEREIN NEITHER EXAMINED NOR APPROVED BY THE PREPARER. Grantor warrants that at the time of this conveyance, the subject property is not the Grantor's homestead within the meaning set forth in the constitution of the state of Florida, nor is it contiguous to or a part of homestead property.

Subject to taxes for 2014 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2014.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Harriet C. DeVane
Witness Name: Harriet C. DeVane

Julie Kan
Witness Name: Julie Kan

James M. Lundy
Witness Name: James M. Lundy
Glenda H. Radgett
Witness Name: Glenda Radgett

Harriet C. DeVane
Witness Name: Harriet C. DeVane
Julie Kan
Witness Name: Julie Kan

Carol Denise Fletcher (Seal)
Carol Denise Fletcher

Donna Rae Johnson (Seal)
Donna Rae Johnson

Linda Dianne Sutherland
Linda Dianne Sutherland

State of Florida
County of Leon

The foregoing instrument was acknowledged before me this 15th day of December, 2014 by Carol Denise Fletcher, who
[] is personally known or [X] has produced a driver's license as identification.

[Notary Seal]

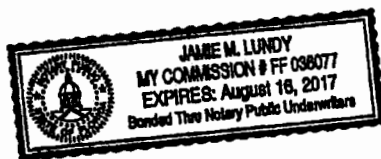


Leigh H. Ansley
Notary Public
Printed Name: Leigh H. Ansley
My Commission Expires: 8/4/15

State of Florida
County of Taylor

The foregoing instrument was acknowledged before me this 29th day of December, 2014 by Donna Rae Johnson, who
[] is personally known or [X] has produced a driver's license as identification.

[Notary Seal]



James M. Lundy
Notary Public
Printed Name: _____
My Commission Expires: _____

State of Florida
County of Leon

The foregoing instrument was acknowledged before me this 15th day of December, 2014 by Linda Dianne Sutherland, who ☐ is personally known or ☒ has produced a driver's license as identification.

[Notary Seal]



Leigh H. Ansley
Notary Public

Printed Name: Leigh H. Ansley

My Commission Expires: 8/4/15

Taylor County Tax Collector

generated on 12/8/2014 1:55:10 PM EST

Tax Record

Last Update: 12/8/2014 1:55:08 PM EST

Ad Valorem Taxes and Non-Ad Valorem Assessments

The information contained herein does not constitute a title search and should not be relied on as such.

Account Number	Tax Type	Tax Year				
R08393-000	REAL ESTATE	2014				
<table border="0"> <tr> <td>Mailing Address</td><td>Property Address</td></tr> <tr> <td>FLETCHER CAROL D & DONNA RAE JOHNSON & LINDA D SUTHERLAND 3112 CANMORE PLACE TALLAHASSEE FL 32303</td><td>GEO Number 060508-08393000</td></tr> </table>			Mailing Address	Property Address	FLETCHER CAROL D & DONNA RAE JOHNSON & LINDA D SUTHERLAND 3112 CANMORE PLACE TALLAHASSEE FL 32303	GEO Number 060508-08393000
Mailing Address	Property Address					
FLETCHER CAROL D & DONNA RAE JOHNSON & LINDA D SUTHERLAND 3112 CANMORE PLACE TALLAHASSEE FL 32303	GEO Number 060508-08393000					
Exempt Amount	Taxable Value					
See Below	See Below					
Exemption Detail	Millage Code	Escrow Code				
NO EXEMPTIONS	CO					
Legal Description (click for full description)						
06-05-08 0000/ LEG 0000.60 ACRES COM NW COR OF NW 1/4 OF NW 1/4 RUN S 658.6 FT FOR POB TH S 230 FT E 20 FT N 210 FT E 1129 FT TO RW US 19 TH NW ALG RW 20 FT TH W 1148 FT TO POB OR 506-562						
Ad Valorem Taxes						
Taxing Authority	Rate	Assessed Exemption Value Amount Taxable Value Taxes Levied				
TAYLOR COUNTY	7.0113	572 0 \$572 \$4.01				
MSTU	1.1215	572 0 \$572 \$0.64				
SCHOOL						
SCHOOL - LOCAL	0.9980	572 0 \$572 \$0.57				
CAPITAL OUTLAY	1.5000	572 0 \$572 \$0.86				
SCHOOL - STATE	5.1750	572 0 \$572 \$2.96				
SUWANEE RIVER WATER MGMT DIST.	0.4141	572 0 \$572 \$0.24				
Total Millage		16.2199				
Total Taxes		\$9.28				
Non-Ad Valorem Assessments						
Code	Levying Authority	Amount				

		Total Assessments	\$0.00
		Taxes & Assessments	\$9.28
		If Paid By	Amount Due
			\$0.00

Date Paid	Transaction	Receipt	Item	Amount Paid
11/18/2014	PAYMENT	1401034.0001	2014	\$8.91

Prior Years Payment History

Prior Year Taxes Due
NO DELINQUENT TAXES


[Recent Sales in Area](#)
[Previous Parcel](#)
[Next Parcel](#)
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[Taylor Home](#)

Owner and Parcel Information

<u>Owner Name</u>	FLETCHER CAROL D & DONNA RAE	<u>Today's Date</u>	December 8, 2014
<u>Mailing Address</u>	JOHNSON & LINDA D SUTHERLAND 3112 CANMORE PLACE	<u>Parcel Number</u>	08393-000
<u>Tax District</u>	TALLAHASSEE FL 32303	<u>Exemptions</u>	None
<u>Site Location</u>	CO Millage Rate: 16.0601	<u>Property Usage</u>	RESIDENTIAL VACANT LAND
<u>Section-Township-Range</u>	06-05-08	<u>Parcel Map</u>	Show Parcel Maps Generate Owner List By Radius
<u>Legal Description</u>	LEG 0000.60 ACRES COM NW COR OF NW 1/4 OF NW 1/4 RUN S 658.6 FT FOR POB TH S 230 FT E 20 FT N 210 FT E 1129 FT TO RW US		

2014 Tax Year Value Information

Tax Information

<u>Value of Land</u>	<u>Land Value Agricultural</u>	<u>Building Value</u>	<u>Total Misc Value</u>	<u>Just or Classified Total Value</u>	<u>Assessed Value</u>	<u>Exempt Value</u>	<u>Taxable Value</u>
\$ 572	0	0	0	\$ 572	\$ 572	0	\$ 572

Land Information

<u>Land Use</u>	<u>Number of Units</u>	<u>Unit Type</u>	<u>Unit Price</u>	<u>Value</u>
0	1.00	UT	\$ 572	\$ 572

Building Data

<u>Building #</u>	<u>Year Built</u>	<u>Adjusted Square Feet</u>	<u>Floors</u>	<u>Description</u>	<u>Occupancy</u>	<u>Exterior Walls</u>	<u>Interior Walls</u>
No building information associated with this parcel							

Miscellaneous Features

<u>Description</u>	<u>Year</u>	<u>Length</u>	<u>Width</u>	<u>Area</u>	<u>Value</u>
No miscellaneous features associated with this parcel					

Sales Information

<u>Sale Date</u>	<u>Type of Document</u>	<u>Book</u>	<u>Page</u>	<u>Amount</u>
7/2003	PERSONAL REPRESENTATIVES DEED	506	562	0

To view Clerk of Court Information click here -> [Taylor County Clerk of Court](#)

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[Next Parcel](#)
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The Taylor County Tax Assessor's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. Website Updated: December 5, 2014

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Taylor County Property Appraiser

Parcel: 08393-000 Acres: 0

Name:	FLETCHER CAROL D & DONNA RAE	Land Value	572
Site:		Building Value	0
Sale:	0 on 07-2003 Reason= Qual=Y	Misc Value	0
Mail:	JOHNSON & LINDA D SUTHERLAND 3112 CANMORE PLACE TALLAHASSEE, FL 32303	Just Value	572
		Assessed Value	572
		Exempt Value	0
		Taxable Value	572



The Taylor County Property Appraiser's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll. PLEASE NOTE THAT THE PROPERTY APPRAISER MAPS ARE FOR ASSESSMENT PURPOSES ONLY NEITHER TAYLOR COUNTY NOR ITS EMPLOYEES ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS —THIS IS NOT A SURVEY—

Date printed: 12/08/14 : 13:54:37

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO CONSIDER A REQUEST TO TRANSFER FUNDS FROM THE LANDFILL RESERVE TO THE PUBLIC WORKS DEPARTMENT TO REPLACE THE FUNDS PUBLIC WORKS SPENT ON THE LANDFILL.

MEETING DATE REQUESTED:

JANUARY 20, 2015

Statement of Issue:

THE PUBLIC WORKS DEPARTMENT EXPENDED \$65,873.57 ON THE COUNTY'S LANDFILL SITE PREP

Recommended Action:

Fiscal Impact:

Budgeted Expense:

Submitted By:

Contact:

DUSTIN HINKEL, COUNTY ADMINISTRATOR

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

Attachments:

From: Brenda Brannen
Sent: Wednesday, December 10, 2014 11:42 AM
To: Dustin Hinkel; Gary Wambolt
Cc: Andy McLeod
Subject: Cost of work completed at County Landfill

To cost of work completed at the County Landfill by the Public Works Department.

Limerock - \$4,152.67
Equipment - \$46,250.00
Fuel - \$7,198.30
Labor - \$8,272.60

Total Cost - \$65,873.57

Have a great day

Brenda Brannan

TAYLOR COUNTY BOARD OF COMMISSIONERS
County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO CONSIDER A REQUEST TO RENAME ANDREWS CEMETERY ROAD TO TUTEN CEMETERY ROAD AND DISCUSS ITS AND THE CEMETERY'S MAINTENANCE, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

MEETING DATE REQUESTED:

JANUARY 20, 2015

Statement of Issue:

RESIDENTS IN THE AREA HAVE REQUESTED THE CHANGE.

Recommended Action:

OPTIONS: RENAME THE ROAD AND CONTINUE MAINTENANCE. APPROVE THE NAME CHANGE AND ABANDON MAINTENANCE. KEEP THE CURRENT NAME.

Fiscal Impact:

Budgeted Expense:

Submitted By:

Contact:

DUSTIN HINKEL, COUNTY ADMINISTRATOR

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

Attachments:

Dustin Hinkel

From: Don Curtis <drcurtisjr@hotmail.com>
Sent: Tuesday, January 13, 2015 2:04 PM
To: Dustin Hinkel; Pam Feagle; lydiaandrews5659@gmail.com
Cc: Margaret Dunn; lawbishop@gtcom.net; Andy McLeod; 52281_61714.tl278309@tasks.teamwork.com; ray@smithcurtis.com; Michele Curtis; Don Curtis Jr
Subject: RE: Cemetery off of Preston Sheffield Road
Attachments: county road sign.jpg

Dustin, I saw this sign today and took a pic (see attached). This is sort of what we had in mind.

If the County wants to maintain the cemetery and access road, then you could put up the Tuten Cemetery sign and a 2nd sign saying "County Maintained." If the county abandons the maintenance, then install a sign to read like this one on Paul Poppell Road, but add "and cemetery" after the word "road."

Thanks again, Don

Don Curtis, President - The Forestry Company
Lake Pleasant AgriTimber, Grace Lands, The "RC" Cattle Company
502 West Green Street, Perry, FL 32347
850-584-8887 office, 850-223-3494 fax, 850-843-1100 cell www.TheForestryCompany.com

Thought for the Day - ***The best time to plant a tree was 20 years ago, the 2nd best time is NOW!***

From: drcurtisjr@hotmail.com
To: dustin.hinkel@taylorcountygov.com; pfeagle@taylorcountygov.com; lydiaandrews5659@gmail.com
CC: margaret.dunn@taylorcountygov.com; lawbishop@gtcom.net;
publicworks.director@taylorcountygov.com; 52281_61714.tl278309@tasks.teamwork.com;
ray@smithcurtis.com; mrc1218@hotmail.com; drcurtisjr@hotmail.com
Subject: RE: Cemetery off of Preston Sheffield Road
Date: Mon, 12 Jan 2015 10:05:48 -0500

Dustin, over the weekend, I discussed your response with Ms. Lydia Andrews and my wife, Michele.

Here's what we suggest:

1. The County should replace the road sign reading "Andrews Cemetery" with a road sign reading "Tuten Cemetery."
2. Road & Cemetery Maintenance - If the county wants to maintain these, then add a sign below the "Tuten Cemetery" road sign that reads "County Maintained." If the county wants to abandon the maintenance, then add a sign that reads "Not County Maintained." Either choice (the County wants to make) on the maintenance is fine by us. We just need to get these issues "out of limbo."

Just let me know how you want to proceed. Thanks, Don

Don Curtis, President - The Forestry Company

Lake Pleasant AgriTimber, Grace Lands, The "RC" Cattle Company

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CC: margaret.dunn@taylorcountygov.com; lawbishop@gtcom.net;

publicworks.director@taylorcountygov.com; 52281_61714.tl278309@tasks.teamwork.com;

ray@smithcurtis.com; drcurtisjr@hotmail.com; mrc1218@hotmail.com

Subject: RE: Cemetery off of Preston Sheffield Road

Date: Wed, 7 Jan 2015 11:19:26 -0500

Dustin, thank you so much for your courteous, succinct response to the 2 questions. It's refreshing when a public executive gets right to the point in such a professional manner.

As far as next steps, Ms. Lydia and Michele and I need to discuss your response and I'll get back to you within the next week.

If you wish, you can delay taking the matter to the commission for direction until Feb - just to be sure there aren't any other minor items needing clarification. I can't think of any -- but Ms. Lydia or Michele might have a question or two.

Thanks so much! Don

Don Curtis, President - The Forestry Company
Lake Pleasant AgriTimber, Grace Lands, The "RC" Cattle Company
502 West Green Street, Perry, FL 32347
850-584-8887 office, 850-223-3494 fax, 850-843-1100 cell www.TheForestryCompany.com

Thought for the Day - ***The best time to plant a tree was 20 years ago, the 2nd best time is NOW!***

From: dustin.hinkel@taylorcountygov.com
To: drcurtisjr@hotmail.com; pfeagle@taylorcountygov.com; lydiaandrews5659@gmail.com
CC: margaret.dunn@taylorcountygov.com; lawbishop@gtcom.net;
publicworks.director@taylorcountygov.com; 52281_61714.tl278309@tasks.teamwork.com;
ray@smithcurtis.com
Subject: RE: Cemetery - 1 more question
Date: Tue, 6 Jan 2015 19:52:27 +0000

Good Afternoon Mr. Curtis,

Please let me answer your second question first.

If the County has abandoned the maintenance, what then becomes the legal status of the underlying land and access road to it? I.E. who owns it?

The ownership status of the land and the access road has never changed. They remain as they have always been, privately owned. The county received authorization to maintain these private cemeteries as long as the cemeteries remained open to the public. Sometime ago the Board chose to codify this arrangement in the form of maintenance agreements. An agreement for this cemetery was never received so its maintenance, as provided by the County, ceased, but the access road remained on the County's road maintenance list. The County has not owned and has no intention to own Tuten Cemetery. Thus, in my opinion, the County has no stake in determining the cemetery's name.

Per Ms. Lydia's request, can the County's "Andrews Cemetery" sign be replaced by the County with a correct name?

In short, ABSOLUTELY. First, as I have noticed that it has not been said yet, please let me apologize for the mistake that was made in putting up the wrong sign in the first place. As this access road has been adopted on the Board's road maintenance list as "Andrews Cemetery Road" I will need Board approval to take action. As I outlined previously there are two options the Board could take. Option 1 would be to remove the access road from the Board's road maintenance list and Option 2 would be to hold a public hearing to rename the road. At the January 20 meeting I will ask for the Board's guidance on how they would like to resolve this issue.

Your email alludes to an interest to have the County maintain the cemetery again. All I need is this agreement signed by an authorized representative of the governing body of the cemetery.

You are correct that this is a mistake not made by the property owners or those who have an interest in the cemetery, but by the County and is the County's responsibility to correct. This is the process I have to follow to correct this problem.

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: Don Curtis [mailto:drcurtisjr@hotmail.com]
Sent: Tuesday, January 06, 2015 10:56 AM
To: Dustin Hinkel; Pam Feagle; lydiaandrews5659@gmail.com
Cc: Margaret Dunn; lawbishop@gtcom.net; Andy McLeod; 52281_61714.tl278309@tasks.teamwork.com; Don CurtisJr;

Dustin, thanks.

What started out as a request for getting the cemetery name corrected (from the county misnaming it on a road sign years ago), and asking about the cemetery maintenance reminds me of the expression "it's complicated". :) I've learned there's defunct committees and policies I never knew about.

Going forward, I would like to focus on 2 very narrow questions:

1. ***Per Ms. Lydia's request, can the County's "Andrews Cemetery" sign be replaced by the County with a correct name?*** This morning I found my old Buckeye Cellulose Map Book updated in 1980/81 (which pre-dates your GIS system). It shows this cemetery as the Tuten Cemetery. I've attached 2 copies of the old maps. The photocopying, enlarging, and scanning makes the attachments a little hard to read. But we've put the original on our map table with magnification, and it reads "Tuten Cm," which is what I've known it by for many years. Ms. Lydia's research found it to be called the Station Field Cemetery in a 1940 publication called the "Taylor County Cemetery Book" by Jesse Paulk.
2. Cemetery Maintenance by the County - ***If the County has abandoned the maintenance, what then becomes the legal status of the underlying land and access road to it? I.E. who owns it?***

Just a couple of points on question #2. Michele and I have owned the land surrounding the cemetery for 30 years, and bought the land containing the entrance road 10 years ago. The county refused to fence the cemetery 30 years ago so we did at our own expense, as we did not wish for horses or cattle to disturb any graves. We've never discouraged anyone from paying their respects or burying their kin - they are welcome. There's only been one new burial during our 30 years of ownership. We wish for the site to continue to be open to the public if the county will maintain it. Our only request is that people open and close the unlocked cattle gate (so livestock doesn't escape) whenever they visit the cemetery.

Additionally, since Conrad is now being CC'd, I've attached the Oct 25, 2014, letter from Ms. Lydia, Michele and me so he can read our original correspondence on these matters.

I have no intention of appearing before the commission with "requests", as the incorrect naming appears to the county's responsibility to fix, and the abandonment of cemetery maintenance is a county policy which you should address - not us.

Please let me know your answers to these 2 questions. Thanks, Don

Don Curtis, President - The Forestry Company
Lake Pleasant AgriTimber, Grace Lands, The "RC" Cattle Company
502 West Green Street, Perry, FL 32347
850-584-8887 office, 850-223-3494 fax, 850-843-1100 cell www.TheForestryCompany.com

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From: dustin.hinkel@taylorcountygov.com
To: drcurtisjr@hotmail.com; pfeagle@taylorcountygov.com; lydiaandrews5659@gmail.com
CC: margaret.dunn@taylorcountygov.com; lawbishop@gtcom.net;
publicworks.director@taylorcountygov.com; 52281_61714.tl278309@tasks.teamwork.com
Subject: RE: Cemetery - 1 more question
Date: Tue, 6 Jan 2015 13:48:36 +0000
Good Morning Mr. Curtis,

You are mostly correct. The sign on Preston Sheffield Road is a road sign and although the cemetery was taken off our maintenance list the road the road that is in our GIS system as "Andrews Cemetery Road" was not taken off our road maintenance list. What needs to happen is that this road issue needs to be brought before the Board. The Board can decide to remove the road from its maintenance list and the sign comes down or approve a request to change the name of the road and the sign changes.

Thanks!

Dustin Hinkel

County Administrator
Taylor County Board of County Commissioners

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From: Don Curtis [<mailto:drcurtisjr@hotmail.com>]

Sent: Monday, January 05, 2015 4:28 PM

To: Pam Feagle; lydiaandrews5659@gmail.com

Cc: Dustin Hinkel; Margaret Dunn; Don Curtis Jr

Subject: RE: Cemetery - 1 more question

Pam, If county policy dictates not maintaining the cemetery, does the correct naming become a moot point? In essence, will county policy allow you to take down the sign if you've chosen to abandon cemetery maintenance? Don

Don Curtis, President - The Forestry Company

Lake Pleasant AgriTimber, Grace Lands, The "RC" Cattle Company

502 West Green Street, Perry, FL 32347

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From: pfeagle@taylorcountygov.com

To: lydiaandrews5659@gmail.com

CC: drcurtisjr@hotmail.com; dustin.hinkel@taylorcountygov.com; margaret.dunn@taylorcountygov.com

Subject: Cemetery

Date: Mon, 5 Jan 2015 19:07:54 +0000

Hi Miss Lydia,

I hope you had a great holiday season and that you are doing well. There has been a lot of back and forth on the cemetery issue and I am sending you a copy of all correspondence related to it to keep you in the loop. I am committed to doing whatever I can to help you all resolve this issue to your liking and also staying within

the law and county policy. I will continue to send you copies of all correspondence. Please do not hesitate to call on me.

With Kind Regards,
Pam Feagle

Paul Poppell 1245 Rd

**COUNTY DOES NOT OWN
OR MAINTAIN ROAD**

F.D.O.T.
ACME
800-373-7704

October 25, 2014

Mrs. Pam Feagle
Taylor County Commissioner
405 Bishop Blvd.
Perry, FL 32347

RE: Tuten Cemetery

Dear Pam,

Several years ago the road department placed a sign called Andrews Cemetery Road along the Preston Sheffield Road. We're not sure why they wanted to rename the cemetery, but we're asking for this to be corrected.

Historically, according to the Taylor County Cemetery Book by Jesse Paulk, this cemetery in 1940 was called the Station Field Cemetery. This probably dates back to its pre-civil war or civil war use. But older Taylor County Maps call it the Tuten Cemetery. Buried in it are the following family members:

- Carters
- Slaughters
- Tutens
- 7 wooden markers (old lighter wood with not names) have existed in the past, and these graves are believed to be Civil War soldiers. However, the graves could be pre-civil war as artifacts uncovered nearby indicate the military used this area when Florida was a territory.

This is also important – the Andrews do not bury their dead here – they use the Lake Bird Cemetery.

The oldest marked grave is Samuel B. Slaughter: 1856-1882. James Tuten is a civil war veteran buried there in 1890. His date-of-birth is unknown.

So our requests are two-fold:

1. Replace the road sign with "Tuten Cemetery Road."

2. The county has appeared to quit maintaining the cemetery. Our understanding is that cemeteries in FL are public property. Therefore please resume the maintenance to respect the dead.

Thank you for your time and attention to this matter.

Respectfully yours,

Lydia Andrews, 108 East Pace Drive, Perry, FL, 32347

Don & Michele Curtis, 5135 Preston Sheffield Road,
Perry, Florida 32347