SUGGESTED AGENDA AMENDED

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

PERRY, FLORIDA

REGULAR BOARD MEETING

MONDAY, MARCH 7, 2016

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

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

CONSENT ITEMS:

- 4. APPROVAL OF MINUTES FROM FEBRUARY 1, FEBRUARY 12, AND FEBRUARY 16, 2016.
- 5. EXAMINATION AND APPROVAL OF INVOICES.
- 6. THE BOARD TO CONSIDER ADOPTION OF RESOLUTION TO REFLECT UNANTICIPATED MONIES IN THE GENERAL FUND, AS AGENDAED BY COUNTY FINANCE.

- 7. THE BOARD TO CONSIDER APPROVAL OF A LEASE AGREEMENT WITH FOUR RIVERS LAND AND TIMBER COMPANY LLC, FOR TEMPORARY DISPOSAL STAGING AND REDUCTION SITES, AS AGENDAED BY STEVE SPRADLEY, EMERGENCY MANAGEMENT DIRECTOR.
- 8. THE BOARD TO REVIEW AND APPROVE WORK ORDER NO. 6 FROM JONES EDMUNDS & ASSOCIATES, INC., TO PREPARE AND SUBMIT THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) TECHNICAL AND STABILIZATION CLOSURE REPORTS FOR THE TAYLOR COUNTY LANDFILL, AS AGENDAED BY KENNETH DUDLEY, COUNTY ENGINEER.
- 9. THE BOARD TO REVIEW AND APPROVE TASK ORDER NO. 6 WITH AVCON, INC., FOR THE UPGRADING OF THE AIRFIELD LIGHTING AT PERRY-FOLEY AIRPORT, AS AGENDAED BY MELODY COX, GRANTS DIRECTOR.

BIDS/PUBLIC HEARINGS:

- 10. THE BOARD TO RECEIVE BIDS, SET FOR THIS DATE AT 6:00 P.M., OR AS SOON THEREAFTER AS POSSIBLE, FOR CONSTRUCTION SERVICES FOR THE COUNTY'S CDBG HOUSING REHABILITATION OF ONE (1) SINGLE FAMILY STRUCTURE WITHIN THE UNINCORPORATED AREA OF TAYLOR COUNTY.
- 11. THE BOARD TO RECEIVE REQUEST FOR QUALIFICATIONS
 (RFQS), SET FOR THIS DATE AT 6:05 P.M., OR AS SOON
 THEREAFTER AS POSSIBLE, FROM INTERESTED
 ARCHITECTURAL/ENGINEERING FIRMS, SPECIALIZED
 CONSULTING FIRMS AND INDIVIDUALS EXPERIENCED IN THE
 DEVELOPMENT OF SPACE PLANNING/FACILITY ASSESSMENTS.
- 12. THE BOARD TO RECEIVE BIDS, SET FOR THIS DATE AT 6:10 P.M., OR AS SOON THEREAFTER AS POSSIBLE, FOR CONSTRUCTION OF THE OSTEEN ROAD WIDENING/RESURFACING PROJECT.
- 13. THE BOARD TO HOLD THE FIRST OF TWO (2) PUBLIC HEARINGS TO RECEIVE PUBLIC INPUT AND NOTIFY THE PUBLIC OF THE POSSIBLE APPLICATION TO THE FLORIDA BOATING IMPROVEMENT PROGRAM FOR THE 2016-2017 FUNDING CYCLE, SET FOR THIS DATE AT 6:15 P.M., OR AS SOON THEREAFTER AS POSSIBLE.

PUBLIC REQUESTS:

14. THE BOARD TO CONSIDER APPOINTING/REAPPOINTING A REPRESENTATIVE TO THE SUWANNEE RIVER ECONOMIC COUNCIL, INC., (CURRENTLY COMMISSIONER PAGE), AS REQUESTED BY MATT PEARSON, EXECUTIVE DIRECTOR.

CONSTITUTIONAL OFFICERS/OTHER GOVERNMENTAL UNITS:

15. THE CLERK TO DISCUSS TAX CERTIFICATES SEVEN (7) YEARS OLD. (TABLED FROM 2-16-16)

GENERAL BUSINESS:

- 16. THE BOARD TO SELECT A CANDIDATE TO SERVE ON THE TAYLOR COUNTY DEVELOPMENT AUTHORITY (TCDA) BOARD, AS AGENDAED BY SCOTT FREDERICK.
- 17. THE BOARD TO CONSIDER APPOINTING WALTER GODWIN TO THE AIRPORT ADVISORY COMMITTEE (AAC) AND RE-ADVERTISING FOR THE REMAINING TWO (2) OPENINGS, AS AGENDAED BY THE GRANTS DIRECTOR.

COUNTY STAFF ITEMS:

- 18. THE BOARD TO REVIEW AND APPROVE THE AMENDED COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) HOUSING ASSISTANCE PLAN (HAP), AND REQUIRED RESOLUTION, FOR TAYLOR COUNTY HOUSING PROGRAM, AS AGENDAED BY THE GRANTS DIRECTOR.
- 19. THE BOARD TO CONSIDER A REQUEST FROM DOCTORS' MEMORIAL HOSPITAL, INC., (DMH) FOR A LETTER OF SUPPORT FOR A GRANT APPLICATION BEING SUBMITTED TO THE FLORIDA DEPARTMENT OF HEALTH EMERGENCY MEDICAL SERVICES MATCHING GRANT PROGRAM, AS AGENDAED BY THE GRANTS DIRECTOR.

COUNTY ADMINISTRATOR ITEMS:

- 20. THE BOARD TO CONSIDER APPROVAL OF ADDENDUM #1 TO ITS' LEASE FOR OFFICE SPACE WITH OUR FATHER'S STOREHOUSE.
- 20A. THE COUNTY ADMINISTRATOR TO DISCUSS A CAPITAL PROJECT AT HODGES PARK AT KEATON BEACH AND THE BOARD TO TAKE ANY ACTION DEEMED NECESSARY.

21. THE COUNTY ADMINISTRATOR TO DISCUSS INFORMATIONAL ITEMS.

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

BOARD INFORMATIONAL ITEMS:

Motion to Adjourn

FOR YOUR INFORMATION:

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

6

RESOLUTION

IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the GENERAL FUND for the fiscal period ending September 30, 2016, to be in excess of the advertised budget.

BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the GENERAL FUND budget for the fiscal year ending September 30, 2016.

Amount Account Name Revenue:

\$34,376 001-3342007 911 Rural County

Maintenance (Fall) Grant

Expenditures:

\$34,376 0255-54630 R&M - Office Equipment

Annie Mae Murphy, Clerk-Auditor

Chairman

(New Grant Awarded for 2016 FY-"fall" grant)





Fiorida E911 Board 4030 Espianade Way Tallahassee, FL 32399-0950 Tel: 850-922-7451

Fax: 850-488-9837

http://florida911.myflorida.com/

Oct 19, 2015

Taylor County Board of County Commissioners Attn: Finance & Accounting Post Office Box 620 Perry, FL 32348

Subject: 2015 Fall Rural County Grant Program

Dear Taylor County Board of County Commissioners:

The State of Florida E911 Board would like to congratulate you on your grant award for E911 revenue funds to improve the E911 system serving your county. In accordance with the 2015 Fall Cycle Rural County Grant Program terms and conditions, grant funds shall be provided on a cost reimbursement basis.

In accordance with the Rural County Grant Program Application Section 8.0, Financial and Administrative Requirements, subsection 8.1 states that grant funds shall be provided on a cost reimbursement basis. Subsection 8.3 states that upon written request and accompanying documentation justifying the need, a county may receive a payment of funding with a completed Expenditures Reporting Form, with the vendor invoice, and county certification that the specific grant items including all tasks and deliverables included in the funding request are complete. Within 45 days of transfer of funding or the check date, the county shall submit verification of payment to the vendor.

The following provides details concerning your specific application(s):

\$34,376.10

\$34,376,10

Grant # 15-10-15

E911 Maintenance

Total Grant Award

\$34,376.10

2015 Fall Rural County Grant Program Page Two

Separate interest-bearing accounting is required for the receipt and expenditure of all E911 grant revenues. Reimbursement request(s) shall include only expenditures claimed against the specific grant number awarded and include verification copies of purchase orders and paid vouchers, invoices and copies of checks or journal transfers.

The Florida Single Audit Act was established by the 1981 Legislature in Section 215.97, Florida Statues, which became effective on July 1, 2000. All E911 grant funding is subject to the Florida Single Audit Act; acceptance of these funds signifies your acceptance of the requirement to comply with the Florida Single Audit Act.

The Board as an awarding agency and the County as a recipient must comply with the requirements of this Act. Please reference Sections 5, 6 and 7 of the Florida Single Audit Act at the following web site address:

http://www.myflorida/government/governorinitiatives/fsaa/index.html

The Board thanks you for your interest in 911 and improving public safety in Florida and your commendable efforts towards enhancing your 911 system. It is our hope that your county continues to ensure further public safety advancements in Florida.

Sincerely,

Charles Hadley, Interim Chief Bureau of Public Safety - E911

CH/dl

2015/2016 Expenditure Budget Worksheet

| Account Code | Account Title | 2014/2015 Original Budget @10/1/14 | 2015/2015 Ammended Budget @ 5/4/15 | Actual YTD Expenses @5/4/15 | Requested 2015/2016 Budget | Percentage Increase Decrease | Increase |
|-----------------|---------------------------|---|---|-----------------------------------|----------------------------------|------------------------------------|----------|
| 0255 911 F | RURL CNTY MAINT GRANT | | | | | | |
| 54630 | R&M OFFICE MACHINES/EQUIP | 0 | 33,814 | 5,670 | 34,376 | 100.00% | 34,376 |
| 56400 | CAPITAL OUTLAY-EQUIPMENT | 0 | 0 | 0 | 0 | 0.00% | 0 |
| | | 0 | 33,814 | 5,670 | 34,376 | 100.00% | 34,376 |

911 Rural County Maint Grant Dept. #0255

Revenue

Department of Management Services

\$ 34,376.10

For upkeep and maintenance of E911 systems in rural areas

Total Revenue Dept. #0255

\$ 34,376.10

911 Rural County Maintenance Grant Dept. #0255 Expenditure

54630

R & M Office Machines/Equip

\$ 34,376.10

Cost associated with repair or maint. of 911

equipment

56400

Capital Outlay-Equipment

Total Expenditure Dept. #0255

\$ 34,376.10



TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO CONSIDER EXECUTION OF LEASE AGREEMENT WITH FOUR RIVERS LAND AND TIMBER COMPANY LLC, FOR TEMPORARY DISPOSAL STAGING AND REDUCTION SITES AS AGENDAED BY STEVE SPRADLEY, EMERGENCY MANAGEMENT DIRECTOR.

Meeting Date:

March 7, 2016

| Statement of Issue: THE BOARD TO CONSIDER APPROVAL OF LEASE AGREEMENT | | | | | | | |
|---|------|--------|--|--|--|--|--|
| WITH FOUR RIV | /ERS | LAND | AND TIMBER COMPANY LLC, FOR TEMPORARY DISPOSAL | | | | |
| STAGING AND REDUCTION SITES. | | | | | | | |
| Recommendation: APPROVE | | | | | | | |
| Fiscal Impact: | \$ | N/A | Budgeted Expense: Yes No x N/A | | | | |
| Submitted By: | | STE | VE SPRADLEY, EM DIRECTOR | | | | |
| Contact: | | 850 | -838-3575 | | | | |
| | | SUPF | PLEMENTAL MATERIAL / ISSUE ANALYSIS | | | | |
| History, Facts & Issues: | | | Due to the potential of having large quantities of vegetative debris after a natural disaster, it is prudent for the county to have temporary disposal staging and reduction sites available throughout the county. As the largest private landowner Four Rivers Land and Timber Company has agreed to enter into a license agreement with the county for three sites for this use. The cost to lease these parcels is \$10 per acre per month for actual use. This is a potential reimbursable expense by FEMA. | | | | |
| Options: | 1 | APPRO | VE | | | | |
| | 2 | NOT AF | PROVE | | | | |
| Attachments: | 1 | LEASE | AGREEMENT TO INCLUDE "EXHIBIT A" IDENTIFYING THREE SITES | | | | |
| | _ | | | | | | |

STORM AND EMERGENCY DEBRIS MANAGEMENT FACILITY LICENSE AGREEMENT

THIS STORM AND EMERGENCY DEBRIS MANAGEMENT FACILITY AGREEMENT ("Agreement") is made and entered into this _____ day of March, 2016 ("Effective Date"), by and between FOUR RIVERS LAND & TIMBER COMPANY LLC, a Delaware limited liability company, whose address is 1700 Foley Lane, Perry, Florida 32347 ("Four Rivers"), and TAYLOR COUNTY, a political subdivision of the State of Florida, whose address is P.O. Box 620, Perry, Florida 32347 ("County").

WITNESSETH:

WHEREAS, there is a possibility that the County may experience severe storms and the resulting damage and destruction brought about by such storms;

WHEREAS, the public health and safety of all citizens may be at risk without adequate debris removal services and storage management facilities;

WHEREAS, immediate recovery of the County is a major concern and a primary priority in the event of any storm or disaster and it is in the public interest to provide for expedient removal and storage of storm debris within the County's jurisdictional limits;

WHEREAS, the availability of real property locations to serve as storm debris facilities may be severely limited if the County awaits the occurrence of an actual emergency to retain the use of such property;

WHEREAS, Four Rivers is the fee simple owner of appropriate property locations in the Tennille, Beaches, and Econfina areas;

WHEREAS, the County desires and Four Rivers has agreed to provide the use of such properties in accordance with the terms and conditions as set forth in this Agreement;

NOW THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the sum of TEN AND NO/100 DOLLARS (\$10.00) in hand paid, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Four Rivers and the County hereby agree as follows:

- 1. **Recitals**. The foregoing recitals are true and correct and by reference are incorporated into this Agreement.
- 2. <u>License Areas.</u> The County shall have the right to use up to three (3) areas, each containing up to 50 acres, in accordance with the terms of this Agreement (collectively, the "License Areas"). The exact location of the License Areas shall be determined after a full scale activation of the County's Emergency Operations Center ("EOC"), and notification by the County to Four Rivers of the need for use of the License Areas; however, the License Areas shall be located within the real property more particularly described in <u>Exhibit "A"</u>, attached hereto

(the "Property"). The exact locations of the License Areas shall be determined by Four Rivers within one (1) week after receiving said notification from the County.

- 3. Term; Restoration. The term ("Term") of this Agreement will commence on the date hereof ("Commencement Date") and will expire three (3) years thereafter ("Termination Date"). As to License Areas utilized by the County, unless directed otherwise by Four Rivers, in Four Rivers' sole discretion, the County agrees to remove all debris prior to the Termination Date (unless Four Rivers and the County mutually agree to an extension of the term of this Agreement as to a License Area utilized by the County), and restore the License Areas to a safe, clean and stable condition. The County agrees to peaceably surrender the License Areas to Four Rivers on or prior to the Termination Date (unless Four Rivers and the County mutually agree to an extension of the term of this Agreement as to a License Area utilized by the County). Prior to the Termination Date or earlier completion of use of a License Area, to ensure that all non-vegetative debris and as much vegetative debris as possible is removed from the License Area, the County shall, at a minimum, root rake and harrow the License Area.
- 4. <u>Payment</u>. The County shall pay to Four Rivers \$10.00 per acre per month for any actual use of the License Areas during the term of this Agreement. The County shall also reimburse Four Rivers for the value of all timber lost or destroyed as a result of the County's use of the License Areas.
- 5. Grant. Four Rivers hereby grants to the County an irrevocable license for ingress and egress of persons, motor vehicles and other mechanisms for transporting storm-generated vegetative debris ("Debris"), and to occupy and use the License Areas for storage and removal of Debris following severe weather events (the "Approved Use"). The County shall have an immediate right to use the License Areas for the Approved Use upon a full scale activation of the EOC, subject to Four Rivers determining the exact locations of the License Areas in accordance with Paragraph 2. The County shall immediately notify Four Rivers at the notice telephone and fax numbers provided below upon activation of the EOC.
- 6. Use Restrictions. The County shall use the License Areas only for the Approved Use. The County understands and agrees that the use of the License Areas is subordinate to Four Rivers' rights and interests in and to the License Areas and agrees to notify its employees, agents and contractors accordingly. The County shall use best efforts during its use of the License Areas to avoid interference with Four Rivers' use of the Property. The County shall not at any time allow the general public to enter upon all or any portion of the License Areas for any reason. Four Rivers agrees that the County shall be permitted to place upon the License Areas any improvements usually incidental to the use of the License Areas for the Approved Use, but no permanent buildings or other non-moveable improvements shall be made without Four Rivers' written consent. The County shall not use nor permit the use of dynamite or other explosives within the License Areas. The County may alter or permit the alteration of the existing grade of a License Area's terrain to render it suitable for Approved Uses. The County shall promptly provide Four Rivers with copies of any reports, surveys, analyses, or investigations prepared by or for the County in connection with the County's use of the License Areas. No invasive plant species shall be allowed to be brought on to any License Area, and if an invasive plant specie is discovered on a License Area the County shall immediately take action to eradicate the invasive

plant specie. The County's obligation to eradicate invasive plant species on the License Areas shall survive the Termination Date for a period of two (2) years.

- 7. Compliance with Law. In connection with its use of the License Areas, the County shall comply with all federal, state and local laws, ordinances, rules and regulations, including, without limitation, all environmental and land use laws, ordinances, rules and regulations. The County shall be responsible for obtaining and maintaining all required environmental permits, and City, County, State or Federal licenses and permits required for the Approved Use upon the License Areas. The County shall not make or suffer any unlawful, improper or offensive use of the License Areas or any use of occupancy thereof contrary to the laws of the State of Florida or to the ordinances of the County in which the License Areas are located. If Four Rivers notifies the County that any activities conducted pursuant to this Agreement are in breach of this paragraph or would cause a hazardous or unsafe condition to persons or property, the County shall immediately cease operations until such time as Four Rivers and the public authority having jurisdiction determines that the condition has been remedied.
- 8. Environmental Remediation. The County shall not use or cause any substances deemed to be hazardous or toxic pursuant to any federal, state or local law, ordinance or regulation regarding health, safety or the environment ("Hazardous Substances") to be brought on to the Property or the License Areas. If Four Rivers notifies the County that any activities conducted pursuant to this Agreement are in breach of this paragraph or would cause a hazardous or unsafe condition to persons or property, the County shall immediately remove the Hazardous Substance and the County shall immediately cease operations until such time as Four Rivers and the public authority having jurisdiction determines that the condition has been remedied. The County agrees that if it violates the terms of this paragraph, then upon notification by Four Rivers, the County shall, within seventy-two (72) hours, at its sole cost and expense, commence to correct such condition or situation; provided however that Four Rivers retains the right to enter upon the License Areas and correct any such condition or situation at any time and the County hereby agrees to indemnify and hold harmless Four Rivers from all loss, damage or injury resulting from Licensee's failure to comply with the provisions of this paragraph. Upon the termination of this Agreement, the County, at its expense, shall undertake such investigations, site monitoring, containment, cleanup, removal, restoration and other remedial work necessary or required under applicable laws to assure that the Property is not contaminated by the presence of any hazardous Substances requiring containment or remediation under applicable laws. The County shall have no obligation to remediate environmental conditions existing prior to the Commencement Date.
- 9. <u>Indemnification</u>. To the extent allowed under applicable laws, the County hereby agrees to indemnify, defend and hold harmless Four Rivers, from and against all loss and liability of every kind whatsoever, known or unknown, including, without limitation, attorneys' and legal assistants' fees and costs incurred prior to trial, at trial, on any appeal, and in any bankruptcy proceeding, arising during the term of this Agreement for any personal injury, loss of life or damage to the License Areas or any other real or personal property sustained in, on or about the License Areas by reason of, or as a result of (a) the conduct or management of the County's activities conducted pursuant to this Agreement, (b) any act, omission or negligence of the County or its employees, agents, contractors or invitees, (c) any accident, injury, or damage (unless caused solely by Four Rivers' negligence or willful misconduct) occurring in, at or upon

the License Areas during the County's use, (d) the failure of the County or its employees, agents, contractors or invitees to comply with legal requirements or insurance requirements, or (e) any other breach or default by the County under this Agreement, and also from and against any orders, judgments, or decrees which might be entered thereupon. The provisions of this paragraph shall survive the expiration or earlier termination of this Agreement.

- 10. Condition of License Areas; Release. The County acknowledges and agrees that the County is fully familiar with the Property, that the County will inspect the License Areas, and that Four Rivers has made no representation or warranty as to the suitableness of the License Areas for the County's intended use. The County will accept the License Areas in their current condition "AS IS." The use of the License Areas by the County shall be at the sole risk and expense of the County, and Four Rivers is specifically relieved of any responsibility for damage or loss to the County, its employees, agents and contractors resulting from the County's use of the License Areas, unless such damage or loss results from Four Rivers' willful misconduct. The provisions of this paragraph shall survive the expiration or earlier termination of this Agreement.
- 11. Reimbursement. The County agrees to reimburse Four Rivers for all costs and expense for any damage to Four Rivers' property resulting from the County's use of the License Areas and agrees that if, in Four Rivers' opinion, it becomes necessary as a result of the County's use of the License Areas or ingress and egress across the Property to relocate or change any of its facilities, to promptly reimburse Four Rivers for all cost and expense involved with such relocation or change.
- 12. Insurance. Throughout the term of this Agreement, the County shall maintain or require its contractors working on the License Areas to maintain in force a policy of general public liability insurance by an insurance company qualified to do business in the State of Florida and reasonably satisfactory to Four Rivers, insuring Four Rivers against the claims of all persons for loss of life, bodily injuries or property damage, or both, arising out of or incident to the County's use or occupancy of the License Areas. Four Rivers shall be named as additional insured or named insured under said policy; and the County shall deliver a certificate(s) evidencing combined single limit coverage in an amount of not less than \$1,000,000.00 for bodily injury and property damage liability. Such certificate(s) shall provide that the coverage cannot be cancelled without at least ten (10) days' written notice to Four Rivers. Should the County fail to furnish evidence of such insurance as provided for in this Agreement, Four Rivers may obtain such insurance and premium on such insurance shall be deemed additional rental to be paid by the County to Four Rivers on demand. Four Rivers shall not be responsible for any loss or damage occurring to any property owned by the County and the County shall be responsible for maintaining any insurance coverage on the County's property which the County deems necessary.
- 13. Rights Retained by Four Rivers. Four Rivers, its contractors, and all officers, agents, servants, employees and workmen thereof, their vehicles, machinery, equipment, tools and accessories, shall at all times have absolute right of ingress and egress to and from, in and upon, the License Areas for the purpose of inspecting the License Areas and carrying on any duties, acts and operations necessary or desirable in connection with timber management, mosquito control, fire control, timber, pulpwood and naval stores operations, and any other

duties, acts and operations necessary and desirable in the full and complete operations, control, and use of Four Rivers' properties.

- 14. <u>Assignment</u>. The County shall not have the right or the authority to assign all or any portion of this Agreement without the prior written consent of Four Rivers, which consent may be granted or withheld in Four Rivers' sole and absolute discretion. Any assignment made without Four Rivers' permission shall be null and void.
- 15. <u>Default</u>. Should the County allow any payment hereinabove specified to become delinquent, and remain delinquent for fifteen (15) days after the same shall become due, or should the County fail to keep and perform any of the terms, covenants, conditions, stipulations or agreements herein contained (collectively, "Acts of Default"), then and in any and all such events Four Rivers may, at Four Rivers' option, exercise all rights and remedies available to Four Rivers under Florida law, including, without limitation, the right to terminate this Agreement and re-enter the License Areas. In the event the County commits any Acts of Default, so that it shall become necessary for Four Rivers to employ an attorney to collect payments due or to enforce any term, covenant, condition, stipulation or agreement on the part of the County, then the County shall pay all costs of collection and expenses of recovery, including reasonable attorneys' and legal assistants' fees, and costs, incurred prior to trial, at trial, on any appeal, and in any bankruptcy proceeding.
- 16. <u>Notices</u>. Any notice or other communication permitted or required to be given hereunder by one party to the other will be effective upon receipt or attempted delivery, in writing, by delivery prior to 5:00 p.m. on any business day, or mailed (by registered or certified United States Mail, postage prepaid, return receipt requested), or transmitted via telecopy of facsimile transmission prior to 5:00 p.m. on any business day, to the party entitled or required to receive same, as follows:

To The County:

Taylor County

201 East Green Street Perry, Florida 32348 Attn: Dustin Hinkel Phone: 850 – 838 - 3500

Fax: 850 – 838 - 3501

To Four Rivers:

Four Rivers Land & Timber Company LLC

1700 Foley Lane Perry, Florida 32347

Attention: Senior Vice-President/Woodlands Manager

Phone: 850-838-2200 Fax: 850-838-2248

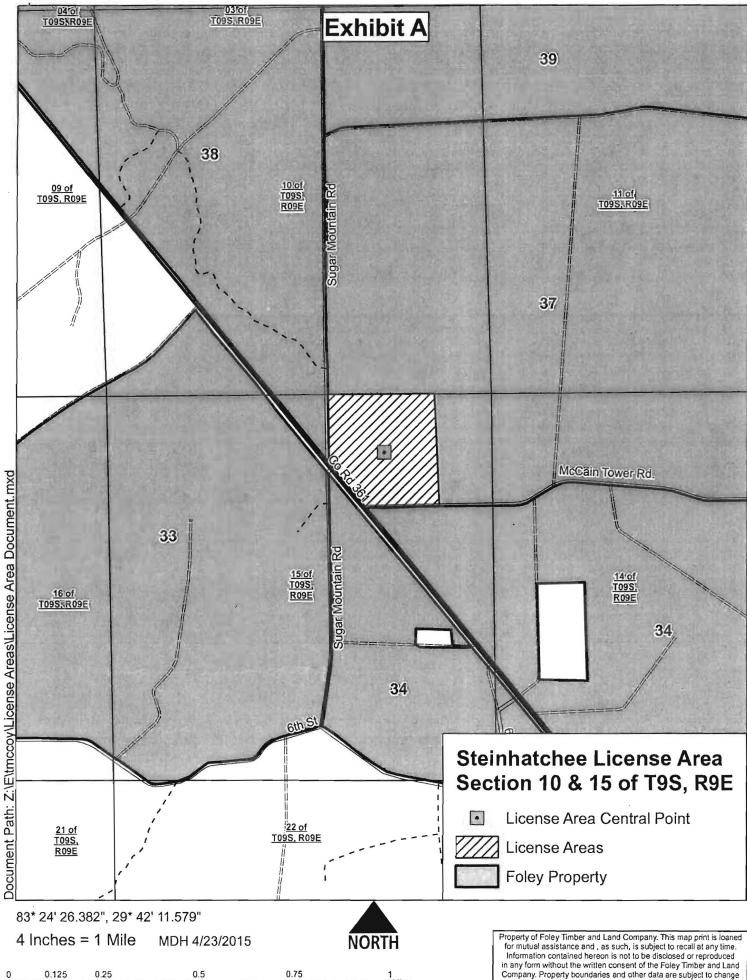
17. <u>Nature of Agreement</u>. This Agreement is a license and not a lease of real property. This Agreement shall convey no interest in the land to the County, but shall grant an irrevocable license to County to use the License Areas for the Term if this Agreement is not sooner terminated. Four Rivers shall in no event be construed to be a partner or joint venturer of the

County or any permitted assignee of the County, and Four Rivers shall not be liable for any of the County's debts or liabilities, or the debts or liabilities of any permitted assignee.

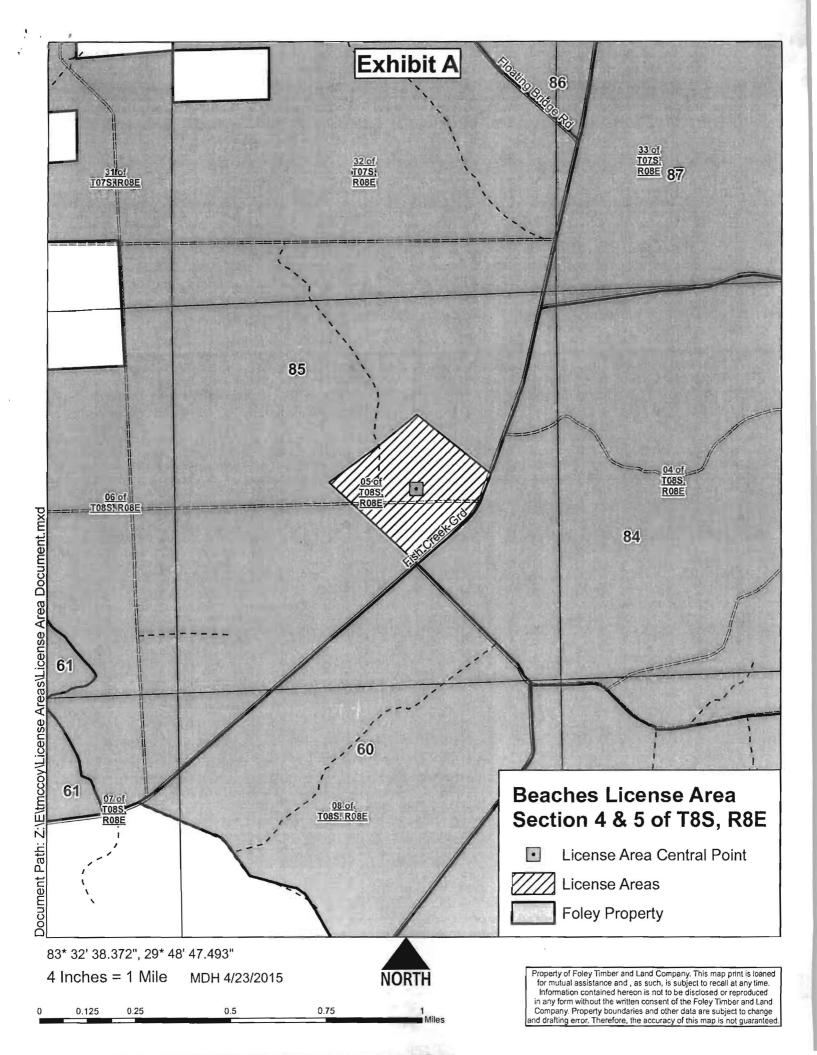
- 18. Four Rivers' Interest Not Subject to Liens. The County shall not, under any circumstances, have the power to subject Four Rivers' interest in the License Areas or any other property of Four Rivers' to any mechanics, materialman's or construction liens, or liens of any kind. All persons who may hereafter during the continuance of this Agreement furnish work, labor, services or material upon the request or order of the County, or any person claiming under, by or through the County, must look wholly to the County and not to Four Rivers for payment for work done or materials provided. The County shall not permit or suffer to be filed or claimed against the License Areas or other property of Four Rivers during the continuance of this Agreement any lien or liens of any kind arising out of action by the County.
- 19. **Nonwaiver**. Four Rivers' failure in any one or more instances to insist upon strict performance of any one or more of the covenants herein contained on the part of the County shall not operate or be construed as a relinquishment or waiver for future breaches and of the right to enforce such covenant upon subsequent default.
- 20. <u>Interpretation</u>. When the context hereof shall so require, singular shall include plural and masculine shall include feminine or neuter and this agreement shall be binding upon the parties hereto, their successors, personal representatives, heirs, and assigns. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida. Time is of the essence of each and every covenant and agreement herein contained. The paragraph headings used herein are for indexing purposes only and shall not be used in interpreting or construing the terms of this Agreement. If any term, covenant, agreement or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, agreement or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each and every term, covenant, agreement, and condition of this Agreement shall be valid and enforced to the most extent permitted by law.
- 21. <u>Counterparts</u>. This Agreement may be executed in any number of separate counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.
- 22. <u>Applicable Law.</u> This Agreement has been entered into and shall be performed and construed in accordance with the laws of the State of Florida. The parties hereto agree that venue for any action arising out of or connected with this Agreement shall be in Taylor County, Florida.

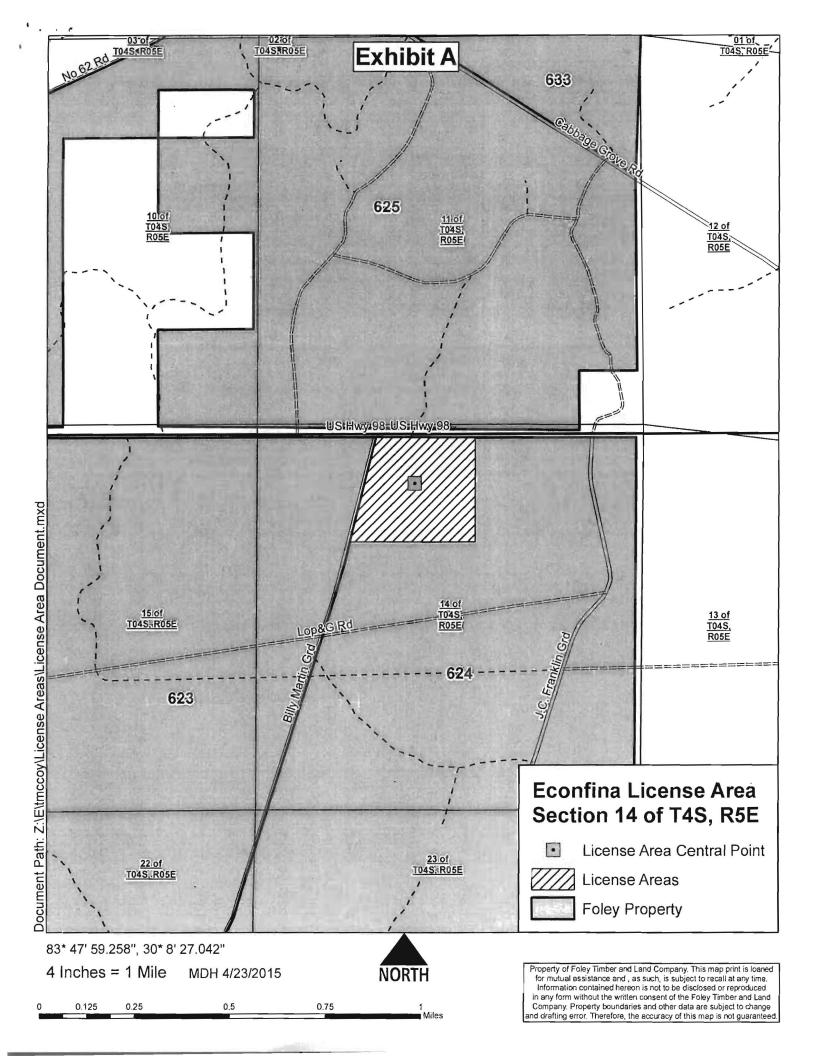
IN WITNESS WHEREOF, Four Rivers and the County have caused this license agreement to be executed and delivered as of the day and year first above written.

| Witnesses: | FOUR RIVERS LAND & TIMBER |
|-----------------------------------|-----------------------------------|
| | COMPANY LLC, a Delaware Limited |
| | Liability Company |
| Print Name Once Bush Charlie John | By: Name: Travis McCan Title: SVP |
| Print Name: Charlie Johns | |
| Witnesses: | TAYLOR COUNTY, |
| With Cooks | a political subdivision of the |
| | State of Florida |
| | Ву: |
| Print Name | Name: |
| | Title: |
| Print Name: | |



Information contained hereon is not to be disclosed or reproduced in any form without the written consent of the Foley Timber and Land Company. Property boundaries and other data are subject to change and drafting error. Therefore, the accuracy of this map is not guaranteed.





TAYLOR COUNTY BOARD OF COMMISSIONERS



County Commission Agenda Item

SUBJECT/TITLE:



BOARD TO REVIEW AND APPROVE WORK ORDER NO. 6 FROM JONES EDMUNDS & ASSOCIATES, INC., TO PREPARE AND SUBMIT THE FDEP TECHNICAL AND STABILIZATION CLOSURE REPORTS FOR THE TAYLOR COUNTY LANDFILL.

MEETING DATE REQUESTED:

March 7, 2016

Statement of Issue: Jones Edmunds & Associates, Inc., has submitted Work Order No. 6 to prepare and submit the Florida Department of Environmental Protection technical and stabilization closure reports as part of the Taylor County Landfill closure finalization.

Recommended Action: The Board of County Commissioners should approve Work Order No. 6 from Jones Edmunds & Associates, Inc., to prepare and submit the Florida Department of Environmental Protection technical and stabilization closure reports as part of the Taylor County Landfill closure finalization.

Fiscal Impact:

FISCAL YR 2015/16 - \$9,900.00 NTE

Budgeted Expense:

NO

Submitted By:

ENGINEERING DIVISION

Contact:

COUNTY ENGINEER

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

The FDEP issued Permit Number 0013295-003-SF requires continuous groundwater and gas monitoring at the Taylor County Closed Landfill for a twenty (20)-year long-term care period that began on April 11, 1996. This permit was most recently updated October 25, 2012 (Permit No. 0013295-008-SF). Appendix 3 of the 2012 Permit Renewal included Special Condition 1.0 necessitation the proposed Work Order No. 6 Technical Report. The remaining Stabilization Report is required by FAC, CH. 62-701.620(6).

It is hopeful this will be the last reporting effort at this time beyond the periodic monitoring results submission. JEA will be proposing as part of this submission, that FDEP reduce or possibly cease future monitoring efforts for the Taylor County Landfill. Though they have approved such requests for other comparable sites, the unfortunate chance remains that the FDEP will continue to require that the site be monitored due to some contaminates being above the prescribed levels (namely Arsenic). That possibility will be decided with FDEP's review of this reporting.

Staff recommends that the JEA proposal to prepare and submit as required by Permit No. 0013295-008-SF Special Condition 1.0 and FAC, CH. 62-701.620(6) under the terms of Work Order No. 6 be approved. Staff further recommends that funds for this work be approved for transfer from Landfill Reserves (9115-59921, Reserves for Capital Improvements) into 0262-53440 Landfill Closure-Engineering as they were not included within the FY 15/16 0262 Cost Center budget.

Options:

- 1) Approve JEA's proposed Work Order No. 6 in the amount Not to Exceed \$9,900.00 and additionally approve the transfer of the required funding from Landfill Reserves (-9115).
- 2) Reject the proposed Work Order No. 6 and provide comments to modify the proposal into an acceptable format that can be approved by the Board.
- 3) Reject the proposed Work Order and state reasons for denial.

Attachments:

Work Order No. 6 - Professional Service Agreement

TAYLOR COUNTY TECHNICAL / STABILIZATION REPORTING SERVICES

WORK ORDER NO. 6

AGREEMENT FOR PROFESSIONAL SERVICES

| This WORK ORDER, made and entered into the agreement of the parties hereto, is made a part of dated October 26, 2012 by and between Taylor Co. Inc. (ENGINEER), and by being made a part of sa and considerations contained therein, unless other | f the Master Agreement for Professional Services bunty (OWNER) and Jones Edmunds & Associates, and Agreement is therefore subject to the conditions |
|---|---|
| This WORK ORDER consists of providing engine the Engineer of Record for the work described in The compensation authorized by this work order is be as described herein. | the Workscope and Fee Estimate attached hereto. |
| IN WITNESS WHEREOF, the parties hereto be ORDER upon the terms and conditions stated he | • |
| OWNER: | ENGINEER: |
| TAYLOR COUNTY | JONES EDMUNDS & ASSOCIATES, INC. |
| Ву: | By: Kennett Uzl |
| Name: Dustin Hinkel | Name: Kenneth S. Vogel, PE |
| Title: County Administrator | Title: Senior Vice President |
| Date: | Date: 2/18/16 |
| ATTEST | ATTEST |
| By: | By: Aple Freeze |
| Name: Annie Mae Murphy | Name: Linda S. Freese |
| Title: Clerk of Circuit Court | Title: Contracts Specialist |
| Date: | Date: 2/18/2016 |
| | Project Manager They Office Manager They |

TAYLOR COUNTY LANDFILL CLOSURE TECHNICAL / STABILIZATION REPORTING SERVICES WORKSCOPE AND COST ESTIMATE

WORK ORDER NO. 6

WORKSCOPE

1.0 Overview

The Workscope is for technical reporting and stabilization reporting services for the Taylor County Landfill Closure required by Florida Department of Environmental Protection (FDEP) Permit No. 0013295-008-SF (Date of Issue: October 25, 2012) (Expiration Date: October 25, 2022).

1.1 Technical Report Permit Appendix 3 – Specific Condition 1.o.

Jones Edmunds will prepare a Technical Report as referenced in Permit Appendix 3 Specific Condition 1.o. and submit the report to FDEP. The report will include the following information:

- Tabular displays of data and graphical displays of leachate key indicator parameters including hydrographs for all monitoring wells.
- 2) Trend analyses of any monitoring parameters consistently detected.
- 3) Comparisons among shallow, middle, and deep zone well zones.
- 4) Comparisons between background water quality and the water quality in the compliance wells.
- 5) Correlations between related parameters.
- 6) Discussion of erratic and/or poorly correlated data.
- An interpretation of the ground water contour maps, including an evaluation of groundwater flow rates.
- 8) An evaluation of the adequacy of the water quality monitoring frequency and sampling locations based on site conditions.

Jones Edmunds will review the groundwater monitoring information to determine if additional reductions may be made in the water quality monitoring plan. The report will be signed and sealed by a qualified Groundwater Professional (Professional Geologist or Professional Engineer) and submitted to FDEP.

Schedule:

Jones Edmunds has obtained an extension from FDEP for submittal of the Technical Report until March 11, 2016.

1.2 Stabilization Report

Jones Edmunds will prepare the Stabilization Report required by Chapter 62-701.620(6) Florida Administrative Code. The Stabilization Report will discuss landfill subsidence, barrier layer effectiveness, storm water management, and landfill gas production.

This report, including the Technical Report, will help FDEP determine if the long-term-care monitoring requirements may be modified, reduced, or terminated at the landfill. The 20-year long-term-care end date is April 11, 2016.

Schedule:

Jones Edmunds has obtained an extension from FDEP for submittal of the Stabilization Report until March 11, 2016.

Exclusions and Conditions

All work included in this proposal is specifically listed in this document.

- This proposal does not include any field investigations or topographic surveys to determine landfill stability.
- This proposal does not include a response to a request-for-additional-information from FDEP.
- This proposal does not include any additional contamination assessment studies or actions.
- This proposal does not include any additional studies or actions related to the end of long-term-care at the landfill.

TAYLOR COUNTY LANDFILL CLOSURE TECHNICAL / STABILIZATION REPORTING SERVICES WORKSCOPE AND COST ESTIMATE

WORK ORDER NO. 6

COST ESTIMATE

The following is attached:

Summary of Estimated Costs

COMPENSATION AND INVOICING

The "Total Estimated Cost" amount shall be available for all tasks under the Workscope of this project. Individual line-item costs are estimates only, and project invoicing shall be compared to the "Total Estimated Cost" and not individual line-item cost estimates. Funds shall be available to all aspects of this project and the needs of Taylor County.

Jones Edmunds proposes to perform the Workscope as described herein with labor costs and other-direct-costs invoiced to Taylor County per a time-and-materials basis (3.20 Labor Multiplier, 1.10 ODC Multiplier). Any unused fee on this project will be returned to Taylor County.

Attachment A

TAYLOR COUNTY LANDFILL CLOSURE TECHNICAL / STABILIZATION REPORTING SERVICES

Summary of Estimated Costs

WORK ORDER NO. 6

| Task | Ţ | Jnit Cost | Quantity | Tot | al Estimated Cost |
|--------------------------|----|-----------|----------|-----|----------------------|
| 1.1 Technical Report | \$ | 8,500.00 | 1 | \$ | 8,500.00 |
| 1.2 Stabilization Report | \$ | 1,400.00 | 1 | \$ | 1,400.00 |
| Total Estimated Cost | | * | | \$ | 9,900.00 |



TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Board to review and approve Task Order No. 6 -Upgrade Airfield Lighting at Perry-Foley Airport with AVCON, Inc.



MEETING DATE REQUESTED:

March 7, 2016

Statement of Issue: Board to review and approve Task Order No. 6- Upgrade

Airfield Lighting with AVCON, Inc.

Recommended Action: Approve Task Order No. 6

Fiscal Impact: The fees in the scope of work for Task Order No. 6 will be 100%

grant funded by FAA and FDOT.

Budgeted Expense: Y/N

Not applicable

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The upgrading of the airfield lighting at Perry-Foley Airport

will be completed in a series of phases due to the

projected costs and funding availability. Task Order No. 6 will provide the complete design and engineering needed for all phases of the airfield lighting project. Having all phases of the design work complete will enable the County

to submit application for the FAA competitive

discretionary funding which requires all aspects of the design and engineering process to be complete prior to applying for funding. A large portion of the airfield

electrical conduit dates back to the 1940's.

ATTACHMENTS: Task Order No. 6 - Upgrade Airfield Lighting between the Board of Commissioners and AVCON, Inc.

TASK ORDER NO. 6 UPGRADE AIRFIELD LIGHTING

Perry Foley Airport Professional Planning and Design Phase Services February 16, 2016

| Task Order No. | 6 | |
|----------------|---|--|
|----------------|---|--|

AVCON, INC., a Florida Corporation (hereinafter "CONSULTANT") agrees to perform and complete the following services (hereinafter "Services") for the **Taylor County Board of County Commissioners** (hereinafter "COUNTY"), in accordance with the terms and conditions of the Agreement for Professional Engineering, Planning, Design, and Construction Management Services, dated November 20, 2012, all of which terms and conditions are incorporated herein by reference.

1. Task Location:

Perry Foley Airport

Taylor County, Florida

2. Task Name:

Upgrade Airfield Lighting

- 3. Task Description/Scope of Services: Consultant shall perform services as identified in Exhibit "A" Scope of Services attached hereto.
- **4. Compensation:** All work performed under this Task Order shall be compensated for on a Lump Sum basis as derived in Exhibit "A" Scope of Services attached hereto and summarized as follows:

| Tasks | AVCON Fee | Subconsultant Fee | Total |
|--|------------------|-------------------|--------------|
| Task B-1: Preliminary Planning Services: | 8,450.00 | | 8,450.00 |
| Task B-2: Design Phase Services: | 93,845.00 | | 93,845.00 |
| Subconsultant Fees and Direct Expenses | 1,000.00 | 5,000.00 | 6,000.00 |
| Totals: | \$103,295.00 | \$5,000.00 | \$108,295.00 |

The Lump Sum fee for the services shall be One Hundred Eight Thousand, Two Hundred Ninety-Five dollars (\$108,295.00) and shall include all job-related travel costs, reprographic costs, printing/plotting costs, telephone/facsimile charges, and mail charges required to perform the work specified.

5. Schedule:

The Consultant shall perform the services identified in Section 3 at a schedule acceptable to the County.

6. Deliverables: Consultant shall submit the following items:

Task B-2, 5 - 11x17, 60% design drawings (four copies)
Task B-2, 9 - 11x17, 95% design drawings (four copies)
Task B-2, 14 - Technical Specifications (four copies)

Task B-2, 16 - Bid Manual (four copies)
Task B-2, 18 - Engineer's Report (four copies)

Task B-2, 20 - Final Design Documents (four copies)

Accepted by:

Taylor County Board of
County Commissioners

By:

By:

By:

Printed Name: Mr. Jody DeVane

Title:

Chairman

ACCEPTED by:

AVCON, Inc.

By:

AVCON, Inc.

Printed Name: Sandeep Singh, P.E.

Title:

President

EXHIBIT "A": SCOPE OF SERVICES UPGRADE AIRFIELD LIGHTING

Perry Foley Airport Professional Planning and Design Phase Services February 16, 2016

SECTION A: PURPOSE

The Perry Foley Airport is currently equipped with incandescent medium-intensity runway edge lighting on Runways 18-36 and 12-30 and taxiway edge lighting on Taxiway A. Taxiways B and C are not equipped with taxiway edge lighting. The existing electrical circuits are direct buried and exhibiting signs of deterioration. This project proposes to replace the existing runway and taxiway edge lighting with new LED lighting fixtures and direct buried cables with new cables in conduit. New LED taxiway edge lighting will also be added to Taxiways B and C. This project also includes replacement of the existing incandescent directional signage with LED fixtures and replacement of the airport beacon.

The estimated construction budget for the proposed improvements included in this scope of work (lighting for Runway 18-36, 12-30, and Taxiways A, B, and C) is approximately \$1.7M. The current grant funding provided by the FAA and FDOT is approximately \$950,855. This design scope shall include the complete electrical upgrade design to enable to County to compete for discretionary federal funding in July 2017. The design and bid documents will be organized into additive alternates to maximize available grant funding.

SECTION B: SCOPE OF SERVICES

The following tasks identify the scope of professional services to be performed by the Consultant:

Task B-1: Preliminary Planning (Lump Sum):

- 1. Coordinate Design Criteria with County: Consultant shall coordinate with County staff to ensure that the design is in accordance with the objectives of the County.
- 2. Coordinate with FDOT and FAA for Funding and Eligibility: Consultant shall coordinate with the FDOT and FAA to ensure funding eligibility and that the project complies with agency standards and objectives. Consultant shall prepare and coordinate FAA pre-application and grant application with the County and FAA.
- 3. Review Existing Documentation: Consultant shall review and become familiar with existing documentation provided by the County regarding the existing airfield electrical systems.
- 4. **Perform Site Review:** Consultant shall conduct a site visit to visually review and document the existing electrical system including apparent problem areas, duct bank locations, and identify other features which may affect the electrical layout and design.

Consultant Professional Services for Task B-1:

Project Manager @ 40 hrs Senior Engineer @ 30 hrs

Total Lump Sum Fee for Task B-1: \$8,450.00

EXHIBIT "A": SCOPE OF SERVICES—AVCON, INC. Upgrade Airfield Lighting February 16, 2016 Page 2 of 5

Task B-2: Design Phase Services (Lump Sum):

- 5. Prepare 60% Design Drawings: Consultant shall prepare 60% design drawings in accordance with FDOT and FAA standards. Drawings shall be developed in AutoCAD format. Anticipated drawings include:
 - Cover Sheet
 - Index of Drawings & Summary of Quantities
 - · Construction Safety and Phasing Plan
 - Safety and Security Notes
 - Project Layout and Survey Control
 - Electrical Notes and Symbols
 - Electrical Existing Conditions and Demolition
 - Electrical Layout and Circuiting, Runway 18-36
 - Electrical Layout and Circuiting, Runway 12-30
 - Electrical Layout and Circuiting, Taxiway A
 - Electrical Layout and Circuiting, Taxiway B
 - Electrical Layout and Circuiting, Taxiway C
 - Electrical Vault Improvements
 - Elevated Fixture Details and Notes
 - Semiflush Fixture Details and Notes
 - Junction Can Installation Details
 - · Temporary Airfield Lighting Details
 - Wiring Details
 - Lightning Arrestor Details
 - · Duct Bank Details
 - Utility Protection Details
 - Miscellaneous Details
- Complete Internal QA/QC Review of the 60% Design: Consultant shall complete an internal review of the plans and specifications and make final modifications.
- 7. Finalize 60% Design: Consultant shall complete the assembly of the 60% design documents and prepare for submittal to the County for review.
- Conduct 60% Design Review Meeting with County: Consultant shall conduct a design review
 meeting with County staff to discuss the features of the 60% design documents. Review comments
 received from the County shall be documented.
- 9. Prepare 95% Design Drawings: Consultant shall prepare 95% design drawings in accordance with FDOT standards. Drawings shall be developed in AutoCAD format. Anticipated drawings include:
 - Cover Sheet
 - Index of Drawings & Summary of Quantities
 - Construction Safety and Phasing Plan
 - Safety and Security Notes
 - Project Layout and Survey Control
 - Electrical Notes and Symbols
 - Electrical Existing Conditions and Demolition
 - Electrical Layout and Circuiting, Runway 18-36

EXHIBIT "A": SCOPE OF SERVICES—AVCON, INC. Upgrade Airfield Lighting February 16, 2016 Page 3 of 5

- Electrical Layout and Circuiting, Runway 12-30
- Electrical Layout and Circuiting, Taxiway A
- Electrical Layout and Circuiting, Taxiway B
- Electrical Layout and Circuiting, Taxiway C
- Electrical Vault Improvements
- Elevated Fixture Details and Notes
- Semiflush Fixture Details and Notes
- Junction Can Installation Details
- Temporary Airfield Lighting Details
- Wiring Details
- Lightning Arrestor Details
- · Duct Bank Details
- Utility Protection Details
- Miscellaneous Details

The standard of care applicable to the design services shall be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services in the same locality at the time said services are performed.

- 10. Complete Internal QA/QC Review of the 95% Design: Consultant shall complete an internal review of the plans and specifications and make final modifications.
- 11. Finalize 95% Design: Consultant shall complete the assembly of the 95% design documents and prepare for submittal to the County for review.
- 12. Conduct 95% Design Review Meeting with County: Consultant shall conduct a design review meeting with County staff to discuss the features of the 95% design documents. Review comments received from the County shall be documented.
- 13. Coordinate 95% Construction Safety and Phasing Plan (CSPP) with FAA: In accordance with FAA AC 150/5370-2F, CONSULTANT shall coordinate the 95% CSPP plan with the FAA via the OEAAA website for approval prior to proceeding to final design drawings. Consultant shall review comments provided by the FAA and revise the 95% CSPP as needed.
- **14. Prepare Technical Specifications:** Consultant shall prepare technical specifications in accordance with FDOT and FAA standards to govern the proposed construction.
- **15.** Identify Pay Items and Prepare Bid Forms/Schedule: Consultant shall identify proposed project pay items and shall prepare bid forms and bid schedules for the work. Based on the nature of the work, the bid forms shall represent a unit price contract.
- **16. Prepare Front-End Documents:** Consultant shall prepare front-end bidding documents including the draft contract and certifications consistent with FDOT standards for applicable design elements.
- 17. Prepare Opinion of Probable Construction Cost: Consultant shall prepare an opinion of probable construction cost based on the 60% and 95% design drawings. Task shall include updating the opinion following preparation of the final bidding documents.
- 18. Prepare Engineer's Report: Consultant shall prepare an Engineer's Report in accordance with FDOT guidelines for submittal to FDOT. The report shall summarize the features of the project with justification for key design decisions and deviations to standards, if applicable.

EXHIBIT "A": SCOPE OF SERVICES—AVCON, INC. Upgrade Airfield Lighting February 16, 2016 Page 4 of 5

- 19. Perform QA/QC Review of Design Documents and Update: Consultant shall perform and document an internal review of the technical elements and bidding format of the 60% and 95% design documents. The design documents shall be updated in accordance with the review results prior to submittal to the County.
- 20. Prepare and Submit Design Documents to County: Consultant shall prepare and submit four (4) sets of the updated 95% design documents to the County for review and coordination with FDOT as a condition of receiving approval for advertising the project. Each set shall include:
 - · Front-end documents
 - · Bid forms and schedules
 - Technical specifications
 - Updated 95% design drawings
 - · Opinion of probable construction costs

Consultant Professional Services for Task B-2:

QA/QC Manager @ 36 hrs Project Manager @ 187 hrs Senior Engineer @ 328 hrs Senior CAD Designer @ 382 hrs Clerical @ 44 hrs

Total Lump Sum Fee for Task B-2: \$93,845.00

SECTION C: SUBCONSULTANT SERVICES

- 1. Perform Survey: A survey shall be performed by a qualified subconsultant to collect the following information:
 - Runway 18-36 and 12-30 end coordinates,
 - Edge of pavement for Runways 18-36, 12-30, and Taxiways A, B, and C.
 - Existing electrical infrastructure to include duct banks.

Subconsultant Fees and Direct Expenses:

Topographic Survey, CHW, Inc.: \$5,000.00 Travel Allowances (3 trips @ \$250/trip): \$750.00

Printing: \$250.00

Total Lump Sum Subconsultant Fees and Direct Expenses: \$6,000.00

Total Project Lump Sum Fee: \$108,295.00

EXHIBIT "A": SCOPE OF SERVICES—AVCON, INC. Upgrade Airfield Lighting February 16, 2016 Page 5 of 5

SECTION D: EXCLUSIONS AND ASSUMPTIONS

The following exclusions and assumptions shall apply to this scope of services:

- It is assumed that the electrical vault building is of sufficient physical size to allow for installation of any new equipment while complying with NEC required working space about equipment (Art 110.26). Should the Consultant discover during the design phase that adequate space for code compliance does not exist a separate task will be developed to design a new electrical vault building or enlarge the existing building.
- It is assumed the existing airfield lighting vault electrical service has sufficient capacity to power all proposed airfield lighting systems.
- Short Circuit, Coordination, Arc-Flash Study, is not a part of this scope. These studies will be completed by the contractor once the specific fixtures and equipment are selected.
- Replacement of the airport windcones, PAPIs, and airport beacon tower are not included in this scope of work.

SECTION E: OUT-OF-POCKET EXPENSES

All job-related travel, job-related reprographic costs and supplies, interim review document printing, telefax and long distance charges, mail and express mail services, and printing and plotting costs associated with the design and preparation of contract documents shall be included in the lump sum budget associated with each associated service task.

SECTION F: ADDITIONAL SERVICES

Additional services may be separately added to this contract during the course of work based upon agreed fees. No additional services shall be undertaken without the written authorization of Taylor County and FDOT.

END OF SCOPE

County Commission Agenda Item

SUBJECT/TITLE:

Board to receive bids for the rehabilitation of the home of Timothy Harrell through the Community Development Block Grant (CDBG) program.



MEETING DATE REQUESTED: March 7, 2016

Statement of Issue: Board to receive bids at 6:00 p.m. for the rehabilitation of the

home of Timothy Harrell through the CDBG program.

Recommended Action: Board to receive bids.

Fiscal Impact: The proposed project will be 100% grant funded.

Budgeted Expense: Y/N N/A

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The County currently has ten (10) CDBG housing projects

underway. We have sufficient grant funding remaining to move forward with an additional rehabilitation project. Timothy Harrell was the next qualified recipient in line on

the applicant list. The Bid Committee will make a

recommendation for the bid award at the March 22, 2016 meeting. The Bid Committee will be Ronald Vanzant with Jordan & Associates, Bill Roberts, and Melody Cox.

Attachments: Not applicable.

County Commission Agenda Item

SUBJECT/TITLE:



Board to hold the first of two public hearings at 6:15 pm to discuss and receive public input for the upcoming funding cycle for the Florida Boating Improvement Program (FBIP). The second public hearing will be held March 22, 2015 at 6:10 pm.

MEETING DATE REQUESTED:

March 7, 2016

Statement of Issue: The 2016 funding cycle for the FBIP grant program is currently

open. Staff is recommending submitting grant application requesting funding assistance for the rehabilitation of the

docking area at Steinhatchee Boat Ramp.

Recommended Action: Move forward with the second public hearing and

submitting grant application for the rehabilitation of the

dock area at Steinhatchee Boat Ramp.

Fiscal Impact: The County Engineer, Kenneth Dudley is currently putting together

the budget for the proposed project. A minimum cash match of 25% will be required. The match would not need

to be available until FY 2016-2017.

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

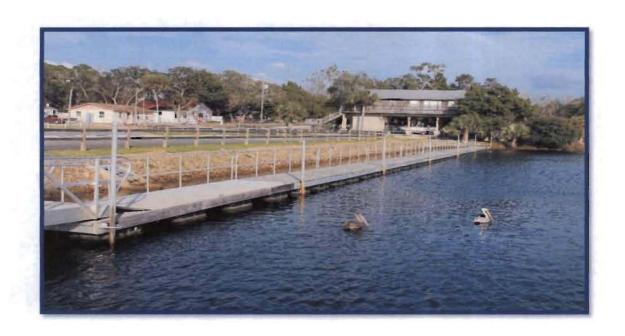
Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The funding cycle for the FBIP grant program is currently open. 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. These grant funds can only be used for recreational boating enhancements and improvements. The funds cannot be used for commercial boating and fishing activities. The County was awarded a grant in FY 2015 for the construction of restroom facilities at Steinhatchee Boat Ramp and is currently waiting for execution of a grant contract. The County was awarded a grant FY 2014 for improvements to

| • | the Williams Fish Camp Landing (Mandalay) boat ramp and this project was completed in May 2015. | |
|--------------|---|--|
| Attachments: | Information on the FBIP Program and staff recommendation project site pictures. | |
| | | |
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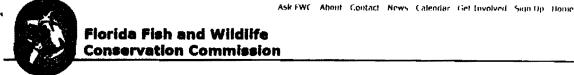












Fishing

Boating

Hunting

Licenses & **Permits**

Wildlife Viewing Wildlife & **Habitate**

Research

Education

Conservation

Home: Boating Boating Grant Programs: FBIF

Florida Boating Improvement Program (FBIP)

Boating Regulations Safety & Education **Anchoring & Mooring Waterway Management Boat Ramps & Access Boating Grant Programs**

Funded Projects

BigP

Derelict Vessels

Safety & Education

Advisory Council

Application Period

February 1, 2016 through March 31, 2016.

The Florida Fish and Wildlife Conservation Commission (FWC) announces the anticipated availability of grant funds under the Florida Boating Improvement Program (FBIP). Applications for grant funding for fiscal year 2016-2017 will be accepted beginning February 1, 2016. Applications must be received by FWC before close of business on March 31, 2016. Applications received after the deadline will be ineligible for consideration. For more information, email FBIP@MyFWC.com or call (850) 488-5600@.

Related Documents

- Program Guidelines 内
- Annual Report 🔁
- Funded Projects
- 2015 FBIP Scores and Ranking 🛱

Application Forms

- Instructions 🕏
- Application Form A: Recreational Channel Markers
- Application Form B: Boat Access Facilities 丞
- Application Form C: Derelict Vessel Removal
- Application Form D: Boater Education 過
- Application Form E: Other Local Boating-related Projects @

The Florida Boating Improvement Program provides funding through competitive grants for boating access projects and other boating-related activities on coastal and/or inland waters of Florida. Eligible program participants include county governments, municipalities and other governmental entities of the state of Florida

Eligible uses of program funds include:

- Boat ramps; lifts and hoists; marine railways; and other public launching facilities
- Piers, docks and other mooring facilities
- Recreational channel marking and other uniform waterway markers
- Derelict vessel removal
- Boating education
- Economic development initiatives that promote boating
- Other local boating-related activities that enhance boating access for recreational boaters

If you have any questions, send email to FBIP@MyFWC.com or call 850-488-5600@.

FWC Facts:

Any vessel operating in a "slow down, minimum-wake" zone must operate fully off plane and completely settled in

Learn More at AskFWC















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Under florida law, e-mail addresses are publi records. If you do not want your e-mail address retensed in response to a public records request, do not send electronic mail to this entity.

Florida Boating Improvement Program

FY 2015-16

Scores and Ranking

(a minimum score of 65.00 is required to be eligible for funding)

| | (a minimum score of 65.00 is required to be eligible for funding) | | | | | |
|--------|---|--|--------------------|--|--|--|
| App# | Applic oit | Progett | Score | | | |
| 15-038 | Town of Lake Clarke Shores | Lake Clarke Shores Boat Ramp | 95.80 | | | |
| | 等形成 48 150 5 15 | | * 90.80 | | | |
| 15-043 | Monroe County | Derelict Vessel Removal | 90.60 | | | |
| 15-012 | City of Fernandina Beach | Breakwater Dock Safety Improvements | 89.00 | | | |
| 15-026 | Holmes County | CR-2 Choctawhatchee River Boat Ramp | 88.80 | | | |
| 15-001 | Monroe County | Waterway Markers | 88.20 | | | |
| 15-013 | City of Fernandina Beach | Dock 6 Fire Safety Enhancements | 88.00 | | | |
| 15-018 | City of Mexico Beach | Mexico Beach Marina Improvements | 86.40 | | | |
| 15-004 | City of Apalachicola | Battery Park | 85.80 | | | |
| 15-016 | City of Lynn Haven | Porter Park Boat Ramps | 85.20 | | | |
| 15-037 | Town of Branford | Ivey Memorial Park South Boat Ramp | 84.20 | | | |
| 15-021 | DeSoto County | Lettuce Lake Boating Improvements | 84.20 | | | |
| 15-023 | Dixle County | Rocky Creek Boat Ramp | 83.20 | | | |
| 15-009 | City of Crescent City | Margary Neal Nelson Sunrise Park, Phase IV | 82.40 | | | |
| 15-007 | City of Callaway | John B. Gore Boat Ramp | 81.80 | | | |
| 15-017 | City of Melbourne | Marina Seawall and Boat Ramp | 81.40 | | | |
| 15-044 | Santa Rosa County | Boating & Angling Guide to Escambia and Santa Rosa Countles | 81.20 | | | |
| 15-006 | City of Bradenton | Twin Dolphin Marina Dock C | 77.80 | | | |
| 15-039 | Town of White Springs | White Springs Boat Ramp | 76.80 | | | |
| 15-024 | Franklin County | Old Ferry Dock Boat Ramp | 76.00 | | | |
| 15-011 | City of Daytona Beach | Riverfront Park Day Docks | 75.20 | | | |
| 15-014 | City of Green Cove Springs | Green Cove Springs City Pier | 75.20 | | | |
| 15-034 | St. Johns River Water Management District | McDonald Canal Recreation Area | 74.80 | | | |
| 15-041 | Walton County | Shoal River Boat Ramp | 73. 6 0 | | | |
| 15-042 | Washington County | Gin Lake Boat Ramp | 73.20 | | | |
| 15-029 | Martin County | Phipps Park | 72.80 | | | |
| 15-031 | Palm Beach County | Bert Winters Park | 72.80 | | | |
| 15-015 | City of LaBelle | LaBelle City Wharf - Phase III | 71.60 | | | |
| 15-027 | Lee County | Alva Boat Ramp Renovation | 71.20 | | | |
| 15-022 | Dixie County | Yellow Jacket Boat Ramp | 70.20 | | | |
| 15-020 | City of Tampa | Julian B. Lane Riverfront Park | 69.60 | | | |
| 15-028 | Marion County | Heagy-Burry Boat Ramp | 69.60 | | | |
| 15-002 | Brevard County | POW/MIA Park Channel Dredging | 67.80 | | | |
| 15-033 | St. Johns River Water | Emeralda Marsh Conservation Area Boat Ramp | 65.80 | | | |
| | Management District | | | | | |

Florida Boating Improvement Program FY 2015-16

| 15-003 | Calhoun County | Neal Landing Boat Ramp | 64.60 |
|--------|-----------------------------|--|------------|
| 15-036 | Town of Branford | Ivey Memorial Park Restrooms | 62.20 |
| 15-030 | North Bay Village | Vogel Park Docks | 59.20 |
| 15-032 | Palm Beach County | Phil Foster Floating Dock | 52.00 |
| 15-045 | City of Daytona Beach | Maritime Management Plan for ICW in Volusia County | 50.80 |
| 15-019 | City of Sanford | North Shore Rigging Docks | 47.60 |
| 15-040 | Village of North Palm Beach | Anchorage Park | 47.20 |
| 15-005 | City of Apalachicola | Battery Park Restrooms / Kayak | Incomplete |
| 15-008 | City of Chattahoochee | River Landing | Incomplete |
| 15-010 | City of Crystal River | Three Sister's Spring and King's Bay Moorings | Incomplete |
| 15-025 | Gulf County | Indian Pass Boat Ramp | Incomplete |



County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO CONSIDER APPOINTING/REAPPOINTING A REPRESENTATIVE TO THE SUWANNEE RIVER ECONOMIC COUNCIL, INC., (CURRENTLY COMMISSIONER PAGE), AS REQUESTED BY MATT PEARSON, EXECUTIVE DIRECTOR.

| MEETING DATE REQUESTED: MARC | \mathcal{H} | 7, 2016 | |
|--------------------------------|---------------|---------|--|
|--------------------------------|---------------|---------|--|

Statement of Issue:

Recommended Action:

Fiscal Impact:

Budgeted Expense:

Submitted By:

Contact:

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: WHEN THE LETTER OF REQUEST WAS RECEIVED FROM MATT PEARSON, A LETTER OF REPLY WAS SENT ACKNOWLEDGING THAT COMMISSIONER PAGE WAS CONTINUING AS TAYLOR COUNTY'S REPRESENTATIVE TO THE SUWANNEE RIVER ECONOMIC COUNCIL.

Options:

Attachments:

LETTERS OF REQUEST AND OF REPLY



Suwannee River Economic Council, Inc. Post Office Box 70 Live Oak, Florida 32064

Administrative Office - Phone (386) 362-4115 Fax (386) 362-4078 E-Mail: mattpearson@suwanneeec.net

Mail: <u>mattpearson@suwanneeec.n</u> Website: <u>www.srecinc.org</u>

February 16, 2016

Mr. Jody DeVane, Chairperson Taylor County Commissioners 201 E. Green Street Perry, Florida 32347

Dear Mr. DeVane:

The Suwannee River Economic Council, Inc. Board of Directors is constituted so that one-third of the members is comprised of local elected officials or their representatives. The Taylor Board of County Commissioners' current representative is Mr. Malcolm Page. Each year, the Department of Economic Opportunity requires confirmation of the continuation of the existing representative and/or the appointment of a new representative.

The Community Service Administration Regulation requires that one-third of the members of the Suwannee River Economic Council, Inc. Board are <u>elected officials currently holding office or their representatives.</u>

Therefore, please consider this item at your next Commission meeting. Following your meeting, please advise us in writing as to the name, address, and phone number of your selected representative. Your continued support and assistance is really appreciated.

Sincerely,

SUWANNEE RIVER ECONOMIC COUNCIL, INC.

Matt Pearson

Executive Director

MLP/bsp

cc:

SREC Board File

SREC Reading File

Mr. Annie Mae Murphy, Clerk of Courts

Mr. Dustin Hinkel, County Administrator frating

Mr. Malcolm Page

SERVING

BRADFORD-COLUMBIA-DIXIE-GILCHRIST-HAMILTON-LAFAYETTE-LEVY-MADISON-PUTNAM-SUWANNEE-TAYLOR-UNION "This institution is an equal opportunity provider and employer."



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

ANNIE MAE MURPHY, Clerk Post Office Box 620 Perry, Fiorida 32348 (850) 838-3506 Phone (850) 838-3549 Fax DUSTIN M. HINKEL, County Administrator 201 East Green Street Perry, Florida 32347 (850) 838-3500, extension 7 Phone (850) 838-3501 Fax CONRAD C. BISHOP, JR., County Attorney Post Office Box 167 Perry, Florida 32348 (850) 584-6113 Phone (850) 584-2433 Fax

February 19, 2016

Matt Pearson
Executive Director
Suwannee River Economic Council, Inc.
P O Box 70
Live Oak, Florida 32064

Dear Mr. Pearson:

Thank you for your letter of February 16, 2016, regarding Taylor County's appointment to the Suwannee River Economic Council. Please accept our apology for not sending you notification earlier.

At the Board's reorganizational meeting on November 16, 2015, the Board approved continuation of Commissioner Page's attendance and participation with your Council. Commissioner Malcolm Page, District One, 201 E Green Street, Perry, Florida, 32347, is Taylor County's representative. His phone number is (850) 508-1511.

Sincerely,

Dustin Hinkel

County Administrator

cc: Commissioner Malcolm Page



County Commission Agenda Item

SUBJECT/TITLE:

THE BOARD TO MAKE ONE APPOINTMENT TO THE TAYLOR COUNTY DEVELOPMENT AUTHORITY, AS AGENDAED BY SCOTT FREDERICK.



MEETING DATE REQUESTED: MARCH 7, 2016

Statement of Issue:

ONE OPENING EXISTS ON THE TCDA. ADVERTISEMENTS

WERE PLACED IN THE NEWSPAPER. TWO

APPLICATIONS WERE RECEIVED IN A TIMELY MANNER.

Recommended Action:

Fiscal Impact:

Budgeted Expense:

Submitted By:

Contact:

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: TWO APPLICATIONS WERE RECEIVED. THE TWO CANDIDATES ARE: (IN ALPHABETICAL ORDER) DEIDRA A. DUNNELL AND BRANDON FLETCHER.

Options:

Attachments:

COPIES OF ADVERTISEMENTS AND THE RESUMES AND

APPLICATIONS FROM THE TWO CANDIDATES

| TOME | יווקטערו ,טעוני |
|----------|---|
| HOME | 6:00; 7:30 pm |
| AWAY | 5:30; 7:00pm |
| MARIANNA | TBA |
| TBA | 7:00 pm |
| TBA | 7:00 pm |
| TBA | 7:00 pm |
| LAKELAND | TBA |
| | HOME AWAY MARIANNA TBA TBA TBA |

* All District 23A Games * All 3 or 4 teams are scheduled to play Head Coach, Reggie Wentworth Asst. Coach, Toney Powel

Speckled Trout Redfish Blues, etc.

One More Cast

Guide Service

Operating from Keaton Beach Marina

No Fishing License Required For Customers (850) 584-9145

www.onemorecast.net

200 Kate Dr.

Pat McGriff

U.S.C.G. License

Perry, FL32348

THE TAYLOR COUNTY DEVELOPMENT AUTHORITY

is currently accepting applications to serve on the organization's **Board of Directors**

Board candidate requirements include:

- · Taylor County Festigent.
- Accesibility to electronic device in **Added a desparant abits blisty.** C
- Attend monthly FCDA meetings, Board of County Commissionmeetings and "special events.

Interested candidates are cordially invited to submit letters of interest to courtneyhill@fairpoint.net by 1 p.m. on Friday, Feb. 26, 2016.

in altending a course car information about future hu com/HunterSafety or by call

Fish Da Now is the tin Stocking

 Channel Catfish · Bluegill (Coppernose) · Red · Fathead Minnows · Koi (if a Hicks Feed & Garde Friday, Feb. 12 Permit Required for all Triploid Gr www.florida to pre-order call, Arkansas Walk Up

PRESIDEN

Tuesda

The Presidential P therefore only votes

The book closing date is th for the Presidential Prefere to make a party change you this book closing date. Onc be permitted....

Any registered voter may re the voter's immediate family mail ballet. The Supervisor (service voters and oversea absentee mail ballots will be

You can now track your abse on My Absentee Status, then office at (850) 838-3515, we

Sample ballots for the Presi please call the Supervisor of vote in the precinct with whi

Early voting will take place begin on Monday, Feb. 29, 20 in the county may vote early

Photo and signature identific an additional identification ti accepted as a form of ID.

7.31/2

 Date
 Number

 Statement
 2/29/2016
 2932

Perry Newspapers Inc. PO BOX 888 Perry FL 32348

TAYLOR COUNTY DEVELOPMENT AUTHORITYD# 793 103 E. ELLIS ST PERRY FL 32347

| Date | Description | | | Units | | | þe | bit | Credit |
|--------------------------------|------------------|----------------------------|----------------------|------------|------------------------------|--|----------------------------------|-----|--------|
| See American Control of Marine | Balance Forward | The state of the second of | er mar salaborem med | allocation | adama dan awak dak ti dan at | tataan ahaan salah s | Same of the second of the second | | |
| 02/03/2016 | Retail Adv - TT | | | | | | | | |
| 02/03/2016 | Color | | | | | | 3 | | |
| 02/24/2016 | Retail Adv - TT | | | | | | | | |
| ,, | BOD | | | | | | | | |
| 02/24/2016 | Color | | | | | | | | |
| 02/29/2016 | Payment Received | | | | | | | | |
| | CK#3199 | | | | | | | _ | |
| | F | Balance Du | ıe | | | | | | |

TCDA Ran

| Current | 30 | 60 | 90 | 90+ |
|---------|------|------|------|------|
| | 0.00 | 0.00 | 0.00 | 0.00 |

REMITTANCE COUPON

TAYLOR COUNTY DEVELOPMENT AUTHORITY 103 E. ELLIS ST PERRY FL 32347 Account No:

Amount Due Now:



THANK YOU for the opportunity to serve your business!

Amount Enclosed:

Perry Newspapers Inc. PO BOX 888 Perry FL 32348



TAYLOR COUNTY DEVELOPMENT AUTHORITY

BOARD OF DIRECTORS APPLICATION

The applicant must be 18 years old or older.

| Name: | Brundon Fletcher | Phone: 295-4509 |
|-------------|--|-----------------------------|
| Address: | 2260 Andrey Johnson Rd. | email: b. fletcher ebigtysk |
| Yes No | Applicant is: A resident of Taylor County Willing to attend all board meetings Willing to complete a two-year term Willing to support TCDA's main goal of job Willing to attend annual strategic planning s | |
| To enhant | ain your interest in serving on the TCDA board with the economic development of County. Develop/Create Job developments to Taylor County. | |
| Experiences | or qualifications: | |
| | experience - University of Florida you Perly Golf & Country Club Upward Sports BBAT Elles Club | oung Alumni |
| Other: | | |

Signature / Tark

 $\frac{2/5/20/5}{\text{Date}}$

BRANDON FLETCHER

2260 Audrey Johnson Rd. Perry, FL 32347 • b.fletcher@bigtopshelters.com • (850)-295-4509

Manager & skilled sales leader with a proven track record of exceeding sales goals by using a highly adaptable and persuasive selling style.

Experience

Big Top Manufacturing

March 2012 - Current

Marketing Manager (August 2013 – Present)

Appointed to lead the entire marketing department through turnaround. Led the development and implementation in web site redesign – internet marketing (SEO/PPC) social media campaign, new marketing literature, trade shows, lead generation, & public relations.

- Increased leads by 40% which resulted in a 140% increase in new business sales for 2015.
- Website traffic improved by 44% which netted a 117% increase in online goal completions.

Sales Manager (March 2012-August 2013)

Responsible for the development and performance of all sales activities in assigned market of nineteen states and sixty-three countries.

- Managed accounts and solicited new business that brought in total revenue of \$1.9 million for 2012.
- Ranked in Top 2 of company for new business sales.
- Developed new marketing material to attract all markets through social and mass media.

BB&T - BRANCH, BANKING & TRUST

May 2011 - March 2012

Financial Center Manager - Governor's Crossing Branch

Provided personal and small business financial account analysis and client consultation on financing options for clients. Train and managed a staff of seven that oversees everyday branch operations that enforce proper security measures that ensures client safety. Network to develop business relations; promote investment and other banking services that attract corporate and individual customers.

- Awarded 1st Place in Retail Balanced Performance for North Florida Region.
- Graduate from award winning BB&T University Retail Academy
- Growth of 106.1% in total loans from prior year to Date.

SUNTRUST BANK

Feb. 2009 – May 2011

Licensed Banker, Financial Services Representative

Acquired and retained business and personal clients in order to meet monthly sales objectives. Identified customer needs and utilize solution-based selling techniques that produce a value to the client and my organization. I demonstrated the ability to work well in a dynamic, fast changing environment that requires a high degree of multi-tasking and organization, with minimal supervision.

- Quickly became a standout producer, leading branch goals in Licensed Banker Sales 750K+
- Business Banker & Consumer Loan Champion
- Routinely exceeded sales quotas, outperforming targets by as much as 50%
- Signed over 10 million dollars in new deposit book of business
- Top 10 selling producer in all of SunTrust Bank North Florida Territory

STATE FARM INSURANCE

Oct. 2005 - Nov. 2008

Insurance Sales Representative

Risk manager and asset protector for businesses and individuals. Generated sales through weekly phone calls to account base of 150 clients. Commended for building strong rapport with clients by understanding their needs and clearly explaining solutions. Exceptionally successful in handling claims and serving as company representative.

- Achieved highest bonus level for exceptional performance on sales team with a targeted client base of Life, Health & Fire Accounts. Awarded Select Agency.
- Increased territory by signing 167 new accounts.
- Implemented State Farm platinum reward credit card sales that saved customers 2% and raised bank profits thousands of dollars.

Education

UNIVERSITY OF FLORIDA

Graduated June 2005

Bachelors of Arts in Political Science

ANDREW COLLEGE

Graduated May 2002

Associates of Science – Golf Scholarship

· <u>Licenses & Skills</u>

- Skilled in Wordpress and Microsoft Office with emphasis on Word, Excel, and Power Point
- Region 6 Council Member of the University of Florida Young Alumni Association
- Community Volunteer for Upword sports, the United Way and Relay for Life.

2/10/10 cg

TAYLOR COUNTY DEVELOPMENT AUTHORITY

BOARD OF DIRECTORS APPLICATION

The applicant must be 18 years old or older.

| Name: Address: | Obidia Dunne II 410 Judson Drive Perry EL 32348 | Phone: 80-371-2361 email: deicirad@iomast.net |
|--|--|--|
| Yes No | Applicant is: A resident of Taylor County Willing to attend all board meetings Willing to complete a two-year term Willing to support TCDA's main goal of jo Willing to attend annual strategic planning | |
| Please expl US a MSG With the a has su Like to Srew up u Bela-hons | ain your interest in serving on the TCDA book dent of Taylor (bunky I'm interested growth and development of Taylor much to offer the entire commissions agast of the development is a Perny and has returned to give pack to up with other citizens jand serve to | ard: Un setting more involved (bunty Taylor County) which and I would refutire generations. I my home town forter positive in the greater good of all. |
| Experience MISTO-S & Bachelor Fifteen WHL H Sctor | s or qualifications: of Public Administration Degree in Hearth lave Managen years of work experience in social a general public within state a general public within state a work experience encompass Main a mary, education, building workforce, and a | services and working government and private |
| Signature | Dunic C Date | 10/16 |

DEIDRA A. DUNNELL

410 Judson Drive Perry, Florida 32348 (850) 371-2361

Email: deidradia/comcast.net

EDUCATION

Florida Agricultural & Mechanical University

Masters of Applied Social Science: Public Administration-August 2012

Bachelor of Science: Health Care Management-August 2001

WORK EXPERIENCE

5/11-8/15

Taylor County Health Department, Perry, FL

Teen Outreach Program (TOP)

Senior Human Services Program Specialist

- Proctored lessons from the Changing Scenes curriculum during sessions.
- Facilitated planning and implementation of community service activities with TOP teens.
- Accurately prepared and submitted quarterly progress reports and weekly facilitator logs.
- Planned, prepared and coordinated required TOP budget and needed purchases
- Maintained healthy and appropriate relationships with TOP participants, focusing on safety, support, and meaningful interaction.
- Participated in TOP program evaluation and continual quality improvement activities.
- Served as a liaison between the TOP participants and their parent and/or guardian.

5/12-11/13

Taylor County Health Department, Perry, FL

Community Health Improvement Planning/Accreditation

Community Health Planner

- Served as Project Manager for communication and resources with CHD local projects for Community Health Improvement and Agency Accreditation Preparation
- Conducted Community Health Improvement Planning initiatives, utilizing the Florida Mobilizing for Action through Planning and Partnership (MAPP) Field Guide.
- Coordinated and implemented community health surveys within the county.
- Established and maintained community partnerships.
- Sustained community involvement with health improvement planning.
- Evaluated the effectiveness of assessment activities and processes.
- Modified work plan to meet deliverables of grant.
- Researches and write grants for County Health Department.

3/07-5/11

Taylor County Health Department, Perry, FL

Healthy Start

Human Services Counselor

- Determined client cligibility for Healthy Start services.
- Conducted case management of 30 to 40 clients.
- Provided prenatal and childbirth education.
- Completed biweekly and monthly contacts with clients.
- Provided parenting education via home visits.
- Conducted child safety seat assessments.
- · Facilitated community referrals for infants/toddlers and their caregivers.

3/04-3/07

Big Bend Community Based Care, Tallahassee, FL

Camelot Community Cares, INC

Dependency Case Manager

- Assessed clients' needs, developed service plan(s) and completed referrals to service providers.
- Monitored service plan(s) progression and evaluated reports from multiple service providers.
- Completed monthly face to face contact with clients and families.
- Prepared case status reports, made recommendations for resolution of case, and/or testified in court or other prescribed body regarding reunification, termination of parental rights or other permanency plans.
- Arranged transportation arrangements, alcohol tests and drug screenings for clients.
- Conducted child safety assessments and facilitated placements when necessary.

6/03-3/04

Big Bend Cares, Tallahassee, FL

Education Department

Early Intervention Prevention Health Educator

- Served as the Tri-county HIV/AIDS health educator in Taylor, Jefferson, and Madison counties.
- Conducted HIV/AIDS education presentations, testing/counseling, and community outreach.
- Coordinated "National HIV/AIDS Awareness Day" events.
- Provided confidential HIV testing; included pre and post test counseling.
- Maintained daily logs of outreach activities.
- Distributed condoms and HIV/AIDS literature during outreach activities.
- Established and maintained positive community relationships.

1/02-1/03

Agency for Health Carc Administration, Tallahassee, FL

State Center for Health Statistics

Planning & Evaluation Specialist

- Processed hospital inpatient data submissions.
- Prepared verification data and reviewed statistical summary reports.
- Maintained catalog of statutes/policies related to the reporting and collection of patient data.

5/99-6/03

Tallahassee Memorial Hospital, Tallahassee, FL

Central Registration

Patient Account Specialist

- Interviewed patients for demographics, insurance coverage, and medical history for registration.
- Verified insurance coverage
- Contacted various insurance carriers to obtain treatment prior authorizations.
- Routed patient's admission documents to the appropriate liaison staff.
- Compiled patient admission data processed through Central Registration and the Emergency Room.
- Obtained room assignments for incoming patients.

RELEVANT TRAINING

2014-2016 Student Advisory Committee Chair-Perry Primary School, 2013-2014 Student Advisory Committee-Perry Primary School, Alcohol Drug and DNA Collection, Florida MAPP Field Guide, Community Health Improvement Planning, Motivation and Team Leadership, Delegating Effectively, Conflict Resolution, Time Management & Goals, Be Prepared To Lead, Customer Service, Wyman's Teen Outreach Program Facilitator, Making Change Work for You, Building Successful Teams, Communication and Organizational Skills Ready to Talk/Beyond the Birds and the Bees, Parents as Teachers Certification, ASQ-3 Ages and Stages, National Child Passenger Safety Certification, 18 Hour Breastfeeding, Florida Outreach Childbirth Education Certification, Circle of Parents Facilitator, Cardiopulmonary Resuscitation, and Child Protective Investigator.

TECHINAL SKILLS

Microsoft Office Programs: Word, Excel, Power Point, Access, and Outlook



County Commission Agenda Item

SUBJECT/TITLE:



The Airport Advisory Committee (AAC) currently has three open positions. Two terms expired held by Jack Tedder and Richard Day. Ward Ketring resigned due to other commitments. The County advertised in the local paper and on the County website for these positions and accepted applications for 15 days. One application have been received.

MEETING DATE REQUESTED:

March 7, 2016

Statement of Issue: Three positions are open on the AAC. Two of the positions are

for three years and the third position is for a one year term. One application was received from Walter Godwin.

Recommended Action: Staff recommends appointing Mr. Godwin to one of the

three year terms and re-advertising and accepting

applications for an additional thirty days for the remaining

open positions.

Fiscal Impact: Not Applicable

Budgeted Expense: Y/N Not Applicable

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Two AAC terms are expiring in March 2016 and Ward

Ketring has resigned due to other commitments. One application was received from Walter Godwin to serve on the AAC. Staff recommends appointing Mr. Godwin to one of the three year terms and re-advertising and accepting

applications for an additional thirty days.

Attachments: Advisory Board Committee Application received from Walter Godwin.

County Commission Agenda Item

SUBJECT/TITLE:



The Airport Advisory Committee (AAC) currently has three open positions. Two terms expired held by Jack Tedder and Richard Day. Ward Ketring resigned due to other commitments. The County advertised in the local paper and on the County website for these positions and accepted applications for 15 days. One application have been received.

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Recommended Action: Staff recommends appointing Mr. Godwin to one of the

three year terms and re-advertising and accepting

applications for an additional thirty days for the remaining

open positions.

Fiscal Impact: Not Applicable

Budgeted Expense: Y/N Not Applicable

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Two AAC terms are expiring in March 2016 and Ward

Ketring has resigned due to other commitments. One application was received from Walter Godwin to serve on the AAC. Staff recommends appointing Mr. Godwin to one of the three year terms and re-advertising and accepting

applications for an additional thirty days.

Attachments: Advisory Board Committee Application received from Walter Godwin.



Perry-Foley Airport 511 Industrial Park Dr. Perry, FL 32348

AIRPORT ADVISORY COMMITTEE APPLICATION

Thank you for applying to fill an Airport Advisory Committee vacancy. Your information will remain confidential* and will be used in the committee membership selection process. Please complete the following questionnaire and return it to the Perry-Foley Airport Manager on or prior to the advertised close date.

| NAME: Walter | F. Godwin | Date: | January 29, 201 | 6 | |
|--------------------------------|---|---------------|------------------|---|----------------|
| ADDRESS: | 1982 Johnson S | tripling Road | Perry, FL 32347 | | |
| TELEPHONE: E-MAIL wfgo | 352-542-7158 ALTERNA dwin2003@yahoo.com | TE TELEPHONE | 386-405-5791 FAX | *************************************** | |
| PLACE OF EMPL Retir | OYMENT: ed | | нс | w LONG? 2 yrs | |
| POSITION: En | vironmental Scient | ist | HOW LONG?_ | 42 yrs | |
| | IDENT OF TAYLOR C A CURRENT PILOT LI | | _ | | |
| OTHER ACTIVIT SERVICE NOW A | R EXPERIENCE ASSO TIES THAT MAY LENG AND IN THE FUTURE. | TO PROMOTE | NG PERRY-FOLEY | AIRPORT'S PUBLIC | nental impacts |
| | | | | | |
| HAVE YOU EVE FROMT | R SERVED ON THE PI | ERRY-FOLEY A | DVISORY COMMIT | TEE? No IF YES. | |
| COMMITTEE | RIBE YOUR OPINON A | | | | nmissioners |



Perry-Foley Airport 511 Industrial Park Dr. Perry, FL 32348

AIRPORT ADVISORY COMMITTEE APPLICATION Cont.

| AS AN AIRPORT ADVISORY COMMITTEE MEMBER, YOU WOULD BE EXPECTED TO ATTEM MONTHLY MEETINGS. PARTICIPATE IN ACTIVITIES INVOLVING FAA. FDOT, COUNTY GOVERNMENT AND PRIVATE ENTERPRISES, AND THE AIRPORT MANAGER. BRIEFLY ST, HOW YOUR EXPERIENCES WOULD ASSIST IN MAKING DECISIONS AND PROMOTE THE AIRPORT WITH THESE VARIOUS ENTIEITES | | | | | | |
|---|--|--|--|--|--|--|
| Familiar with governmental protocols, functionality and purpose. Also experienced in | | | | | | |
| evaluation of environmental impacts from construction, land use changes and mitigation | | | | | | |
| for environmental damages. | | | | | | |
| THANK YOU FOR YOUR INTEREST IN THE PERRY-FOLEY AIRPORT OF OF SECURITY PURPOSES, YOU MAY BE ASKED TO PROVIDE ADDITIONAL INFORMATION SUCH AS REFERENCES AND RESIDENCE VARIFICATION AS PART OF THE INTERVIEW | | | | | | |

PROCESS. APPLICATIONS WILL BE KEPT ON FILE FOR AN INDEFINITE PERIOD.



County Commission Agenda Item

SUBJECT/TITLE:

Board to review and approve the amended Community Development Block Grant (CDBG) Housing Assistance Plan (HAP) and required Resolution for Taylor County housing program.



MEETING DATE REQUESTED: March 7, 2016

Statement of Issue: Board to review and approve the amended CDBG HAP and

Resolution.

Recommended Action: Approve CDBG HAP

Fiscal Impact: Not applicable

Budgeted Expense: Y/N

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The Department of Economic Opportunity, Community

Development Block Grant Program has made a change to Program Rule 73C-23 which now requires that in addition to sending a written notice and copy of the agenda to the Citizens Advisory Task Force (CATF) members, meetings must be advertised in the local paper. Also, if there is not a quorum of members at the CATF meetings, staff and the Board can move forward with approving decisions for the

CDBG program.

Attachments: Community Development Block Grant Housing Assistance Plan for Taylor County and Resolution



RESOLUTION

RESOLUTION APPROVING PROPOSED AMENDMENTS TO TAYLOR COUNTY'S COMMUNITY DEVELOPMENT BLOCK GRANT HOUSING ASSISTANCE PLAN TO ENSURE COMPLIANCE WITH APPLICABLE SECTIONS OF THE FLORIDA ADMINISTRATIVE CODE.

WHEREAS, Taylor County has adopted a Housing Assistance Plan to establish procedures for administering the Community Development Block Grant (CDBG) Housing Rehabilitation Program for the purposes of providing housing rehabilitation assistance to residents within the County; and

WHEREAS, Taylor County desires to establish procedures regarding the involvement of the Citizen's Advisory Task Force to ensure compliance with applicable sections of the Florida Administrative Code.

WHEREAS, Taylor County desires to enact a programmatic change regarding the provision of assistance to individuals and/or households under the CDBG program.

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

Section 1. Approval of Amendment. The Board of County Commissioners hereby approves the proposed amendment to the Housing Assistance Plan to incorporate the necessary revisions required to ensure housing assistance programs are administered consistently.

Section 2. Effective Date. This resolution shall become effective upon the signature by the County Chairman.

| PASSED COMMISS | AND SIONER | ADOPTED | BY D | TAYLOR AY OF | COUNTY | BOARD | OF | COUNTY |
|----------------|---------------|----------------|---------|-----------------|--------|-------|--------|--------|
| Jody DeV | ane, Cl | hairman | | - | | | | |
| Attest: | | | | | | | | |
| Annie Ma | e Murp | hy, Clerk of C | ourt | | | | | |
| Form App | roved: | | | | | | | |
| Conrad C | Richo | n County At | torno | | | | | |

- 4. Location of the residence with reference to defined areas, i.e., floodplain, zoning, incompatible use, etc.
- 5. Applicants located in Special Flood Hazard Areas (flood plains) designated as "A" or "V" zones or designated wetlands shall not be ranked.
- 6. Compatibility (consistency) of the proposed residence rehabilitation with the local comprehensive plan and/or land development regulations.
- 7. Is the recipient current on payments to the local government (i.e., garbage/trash bill, utility bills, taxes, etc.) and mortgage/lien holders?
- 8. Recipients' willingness to maintain reasonable standard of care and maintenance to protect and enhance the investment by meeting local nuisance, trash, and other environmental or health codes.
- 9. Does the recipient have clear title to the property?
- 10. Is the structure more than 50 years old? The applicant shall indicate on the application form whether to his/her knowledge the structure is older than 50 years old. If he/she answers yes or if other evidence suggests the structure is rnore than 50 years old, **Taylor County** must notify the State Bureau of Historic Preservation and receive written approval for the rehabilitation. Property appraiser, tax records, or other government agencies records will be researched to verify the age of the structure.
- 11. In addition to the above, the following priority ranking in Appendix A shall be strictly adhered to in the selection of qualifying applicants.
- 12. This program will not assist in the rehabilitation or replacement of rental housing structures.

D. Approval of Ranking, and Removal of Units from the Program

The Housing Rehabilitation Specialist and the Project Administrator shall review and rank the applications based on the criteria attached as Appendix A. This ranking shall be reviewed and approved by the Citizen Advisory Task Force, and their recommendation to the local governing body for their approval. The Housing Rehabilitation Specialists ranking shall be submitted to the Citizen's Advisory Task Force (CATF) following the publication of a public notice detailing the time and location of the meeting. Thereafter, the CATF's recommendation shall be submitted to the Commission for their acceptance prior to the provision of assistance. In the event a quorum is unattainable following a duly advertised meeting of the CATF, the Housing Rehabilitation Specialists ranking shall be submitted to the County Commission for their acceptance. The application process will have a noticed cut off date for the receipt of

Community Development Block Grant Housing Assistance Plan

for

Taylor County

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I. INTRODUCTION

This manual is a guide for operating the housing rehabilitation related aspects of **Taylor County** Community Development Block Grant (CDBG) program. The responsibilities of **Taylor County** the homeowner, construction contractor and the Housing Rehabilitation Specialist are specifically addressed in this manual. The major focus of this manual is on housing rehabilitation, demolition/clearance and replacement of dwellings. Relocation of households is also covered to a limited extent. The County's adopted Anti-displacement Policy should be consulted if displacement or permanent relocation becomes necessary.

The goal for the CDBG program is to rehabilitate substandard housing units located in **Taylor County** and to bring them up to a minimum acceptable living standard. This standard is the HUD Section 8 Minimum Housing Quality Standard and the Florida Building Code. This goal will be achieved through the use of CDBG funds to contract for the required rehabilitation construction. The rehabilitation units to be assisted shall be owner-occupied.

II. HOUSING REHABILITATION OBJECTIVES AND POLICIES

A. Objectives

The objectives of the **Taylor County** Housing Rehabilitation Program are:

- To encourage the revitalization of very low to low-to-moderate income neighborhoods through a Housing Rehabilitation Deferred Payment Loan (DPL) Program.
- 2. To remove unhealthy or hazardous conditions in very low to moderate income households.
- 3. To use Community Development Block Grant rehabilitation grant funds as a catalyst to encourage residents of very low to moderate income neighborhoods to improve their community.
- 4. To preserve existing housing stock, or replacement of substandard housing.
- 5. To enable very low to moderate income families to rehabilitate their homes by providing financial and technical assistance to those unable to obtain private financing.
- 6. To reduce utility costs and to improve the comfort of very low to low-to-moderate income families through weatherization aspects of rehabilitation.

- 7. To improve the property tax base in very low to moderate income neighborhoods.
- 8. To increase employment and training opportunities for local residents and minority persons through the provision of funds for the rehabilitation of homes.
- 9. To make homes accessible to elderly/handicapped occupants as may be required by code, accessibility requirements, and as good judgement may dictate.
- 10. To minimize impact of program participation on recipients and to limit direct costs encountered because of program participation.
- 11. To incorporate the following "Green" Rehabilitation Standards
 - 1. Any appliances replaced or installed shall be Energy Star.
 - 2. Any door and/or window replaced or installed shall be Energy Star.
 - 3. Any lighting fixture replaced or installed shall be Energy Star.
 - 4. Weatherization of all homes rehabilitated. At a minimum, weatherization shall include attic, and if appropriate, floor insulation as well as sealing all exterior walls. Other weatherization activities are at the local government's option. (New home construction is presumed to meet the minimum insulation and sealing requirements.
 - 5. Any replaced or new (for new home construction) HVAC unit shall have a SEER rating of at least 14.

B. Rehabilitation Policies

It is the policy of the **Taylor County** Rehabilitation Program to:

- Ensure that the Program is administered in strict conformance with the community development and rehabilitation rules and all applicable local, state and federal requirements (including equal opportunity, conflict of interest, etc.)
- 2. Treat all participating property owners, residents, and contractors fairly, with sensitivity and respect for their needs, and in accordance with program rules.
- Provide all program participants any reasonable assistance necessary to carry out the objectives of the program, bearing in mind:
 - 1) that property owners hold the primary responsibility for maintaining their property and personal finances.

- 2) that contractors are primarily responsible for the quality of their work and their obligations to suppliers, creditors, subcontractors, and employees; and
- 3) that any assistance provided must be authorized at the proper level.
- 4. Ensure that that no member of the Congress of the United States, the Citizen Advisory Task Force or the Taylor County Board of County Commissioners shall share in proceeds or benefits of CDBG funded rehabilitation work.
- 5. Allow some flexibility in administering the program in order to meet the program's goals and objectives of rehabilitating each addressed dwelling to attain HUD Section 8 Minimum Housing Quality Standards and the Florida Building Code. The Taylor County Board of County Commissioners may waive program rules only when the result will be consistent with established goals and objectives and applicable federal, state, or local regulations.
- 6. Housing rehabilitation will be the first priority, with housing replacement units being addressed when program funds are available.

C. Identification of Units

Housing Rehabilitation will take place only on units approved by **Taylor County** and in accordance with grant requirements established by the State of Florida. Alternate units may be provided to replace any primary units that may become ineligible. **Taylor County** will solicit applications either from other housing assistance providers that have knowledge of need within **Taylor County**, by placing notices in public areas throughout **Taylor County** and/or by advertising in publicly circulated publications. **Taylor County** will review applications received using the following selection criteria:

- Has the recipient previously been furnished assistance and, if so, when and under what circumstances? A former recipient cannot be assisted for ten years and, in any event, will not be served again until all other eligible recipients have received assistance.
- 2. Number of persons in the family and the family income.
- 3. Type of construction (i.e., block, manufactured home, wood frame, etc.), state of deterioration of the residence, and estimated cost to rehabilitate as compared to 1) average residence cost calculated in the application and 2) the value of the residence after rehabilitation. Assistance for mobile or manufactured housing will be included in the program, but will be restricted to replacement of said structure with a site built home, unless specifically prohibited by local or state regulations.

- 4. Location of the residence with reference to defined areas, i.e., floodplain, zoning, incompatible use, etc.
- 5. Applicants located in Special Flood Hazard Areas (flood plains) designated as "A" or "V" zones or designated wetlands shall not be ranked.
- 6. Compatibility (consistency) of the proposed residence rehabilitation with the local comprehensive plan and/or land development regulations.
- 7. Is the recipient current on payments to the local government (i.e., garbage/trash bill, utility bills, taxes, etc.) and mortgage/lien holders?
- 8. Recipients' willingness to maintain reasonable standard of care and maintenance to protect and enhance the investment by meeting local nuisance, trash, and other environmental or health codes.
- 9. Does the recipient have clear title to the property?
- 10. Is the structure more than 50 years old? The applicant shall indicate on the application form whether to his/her knowledge the structure is older than 50 years old. If he/she answers yes or if other evidence suggests the structure is more than 50 years old, Taylor County must notify the State Bureau of Historic Preservation and receive written approval for the rehabilitation. Property appraiser, tax records, or other government agencies records will be researched to verify the age of the structure.
- 11. In addition to the above, the following priority ranking in Appendix A shall be strictly adhered to in the selection of qualifying applicants.
- 12. This program will not assist in the rehabilitation or replacement of rental housing structures.

D. Approval of Ranking, and Removal of Units from the Program

The Housing Rehabilitation Specialist and the Project Administrator shall review and rank the applications based on the criteria attached as Appendix A. This ranking shall be reviewed and approved by the Citizen Advisory Task Force, and their recommendation to the local governing body for their approval. The Housing Rehabilitation Specialists ranking shall be submitted to the Citizen's Advisory Task Force (CATF) following the publication of a public notice detailing the time and location of the meeting. Thereafter, the CATF's recommendation shall be submitted to the Commission for their acceptance prior to the provision of assistance. In the event a quorum is unattainable following a duly advertised meeting of the CATF, the Housing Rehabilitation Specialists ranking shall be submitted to the County Commission for their acceptance. The application process will have a noticed cut off date for the receipt of

applications. Applications received after that date shall be considered on a first come, first served basis after the primary list of applicants has been considered.

The Housing Rehabilitation Specialist or the Project Administrator may remove a housing unit from the program for a change in household income, approved selection criteria, or for not complying with the minimum qualification procedures. If it is determined that it is necessary to remove an applicant from the program, a certified letter will be sent to the applicant stating the reasons for the removal. The applicant will have the right to appeal the decision as identified in the Citizen Participation Plan.

E. Maintenance of Program Files

The Housing Rehabilitation Specialist and the Project Administrator shall make every effort to ensure each case file for approved homeowners are organized in a manner consistent for review by the Florida Department of Economic Opportunity. Each file shall contain, at a minimum:

- 1. The address of each housing unit rehabilitated with CDBG funds, the date the construction was completed on the housing unit, and the amount of CDBG funds spent on that housing unit;
- 2. The gender of the head of household;
- 3. The LMI, LI or VLI status of the household;
- 4. If the household includes handicapped person or elderly family members; and
- 5. The racial demographics of the head of household.

III. CONFLICT OF INTEREST

Although addressed in other places in this Policy, adherence to rules and regulations on this matter is mandatory. All applicants that may have a business or familial relationship with a member of the Taylor County Commission, Citizen Advisory Task Force Committee, Housing Rehabilitation Specialist, Program Administrator, or participating construction contractors must fully disclose this relationship on the Application and definitely before a construction contract is executed. In addition, all beneficiary names must be disclosed at the regular meetings of the Taylor County Commission and the Citizen Advisory Task Force (CATF) as selection of beneficiaries occur, and these names must be included in the minutes of both the Council and the CATF meetings. The Taylor County Commission and CATF members must disclose any relationship with an applicant and must abstain from any vote related to that applicant. As soon as a final ranking of the applications is made, that ranking and any cases of conflict of interest must be made known at a meeting of the Taylor County Commission. Before an applicant with a potential or real conflict is given final approval for participation, Taylor County must notify the Department of Economic Opportunity (DEO) in writing. Prior to any rehabilitation, Taylor County must receive written notification of DEO's approval of the application, in accordance with 24 C.F.R. Section 570.489. If this process is not followed the local government and/or the applicant may be liable for returning the funds to the program.

IV. HOUSING REHABILITATION FINANCING

The Housing Rehabilitation Program provides financing to homeowners in the form of 100% Deferred Payment Loans, the amount of which shall include the accepted bid amount plus a contingency reserve.

A. Deferred Payment Loans (DPL)

Deferred Payment Loans are conditional grants, and are provided to homeowners who are unable or unlikely to obtain conventional financing due to their income limits. The Deferred Payment Loan (DPL) involves a security instrument (lien) requiring repayment of the loan only if the homeowner sells or transfers ownership of the rehabilitated home, ceases to use it as his/her primary residence within the date specified in the terms of the DPL five years of the date of the DPL, or fails to maintain reasonable required standards of care and maintenance. During the specified DPL term five year period, the principal is "forgiven" or subtracted from the principal balance in equal monthly amounts, so that at the end of the specified DPL term fifth year of owner occupancy (by at least one of the recipients if owned jointly), the loan is fully amortized. There is no interest charged during the specified term agreement five years.

In the event that the sole owner dies or both/all owners die within the specified term, repayment of the loan will not be required.

The assistance provided to each recipient, at the time of closing, will be in the form of either a primary or secondary lien. All DPLS will be forgiven in accordance with the following schedule:

| Type of Assistance | DPL Term | Amortization Conditions |
|-----------------------------|------------|-------------------------|
| Rehabilitation | 60 Months | 20% Forgiven Annually |
| Demolition/New Construction | 240 Months | 5% Forgiven Annually |

If repayment of a DPL becomes due, the prorated principal balance will be due in full within thirty (30) days of the sale/transfer of ownership or the owner's cessation of primary residence at the property. If the owner is unable to make such payment, the **Taylor County Board of County Commissioners** may, at their discretion, allow repayment of the DPL over a term not to exceed ten (10) years, at a yield of not more than six percent (6%) interest per annum.

Homeowners whose household incomes do not exceed the HUD Section 8 low-to-moderate income limit will receive a Deferred Payment Loan for 100% of the cost of rehabilitation.

The maximum DPL for an owner-occupied single family dwelling is \$80,000. The owner-occupied units in a two to four unit dwelling may receive a DPL of up to \$60,000

per unit. The owner/occupant of a multi-family dwelling must finance any required rehabilitation of the remaining unit(s) through private funding.

If rehabilitation costs require more than \$60,000 and the owner is unable to finance the additional cost, the dwelling unit may be disqualified unless alternative funding is available. Grant application scoring indicates an average rehabilitation amount that is to be attained. Very high costs frequently adversely impact other units planned for rehabilitation, therefore the ability to maintain the necessary average must enter into the decision process.

As a general policy, a contingency amount of about 5% should be placed on reserve for change orders. Exceptions may be made to this rule if the owner provides a firm commitment to pay for all required changes exceeding the authorized loan limit or if the Administrator determines that the situation does not require a contingency fund.

B. Scope of Rehabilitation Assistance

CDBG financing of housing rehabilitation is available for the following purposes:

- correcting local housing code (Florida Building Code) and Section 8 standard violations;
- 2. providing cost effective energy conservation features;
- provide reasonable repairs and modifications to make the dwelling accessible to handicapped and elderly occupants as necessary and technically feasible; and
- correcting health and/or safety violations that may be present, including replacement of dilapidated or malfunctioning stoves or refrigerators and interim controls or abatement of lead-based paint hazards;

New construction (adding a room or closing in a carport, etc.) is eligible for rehabilitation financing only to eliminate over-crowding or to provide bathroom or laundry hook ups. General property improvements are eligible for program funds when necessary to obtain an accurate level of utility, to decrease high maintenance costs, or the elimination of blight. Examples of eligible general property improvements include installation of cabinets and linen closets, functional changes in room layout, replacement of unapproved or damaged floor covering, and enclosure of a porch for use as a bathroom where the dwelling does not have adequate interior space.

Some general property improvements may be provided at the owner's expense. Other additional improvements, above those required to achieve minimum standards, are optional and at owner expense. The cost for any such improvements shall be borne totally by the owner who must deposit the funds with the local government before the improvements begin if the improvements are to be a part of the rehabilitation contract.

General property improvements that are paid for by the property owner must be included in the Contract for Rehabilitation that is developed and administered by the Housing Rehabilitation Program. However, ineligible new construction must be contracted separately. The property owner must also deposit the necessary funds to cover the additional improvements into the local government's program account. This must be done prior to construction. Otherwise, the addition items will not be included in the construction. Furthermore, any construction not covered in the construction contract will be inspected by the local Building Inspector but will not be inspected by the Housing Rehabilitation Specialist.

V. QUALIFICATIONS

A. General

In order for a homeowner to be eligible for rehabilitation assistance, the following criteria must be met:

- 1. Total Household income must not exceed the low-to-moderate limits set for the HUD Section 8 program at the time assistance is provided.
- 2. The owner must possess and provide clear title to the property, although it may be jointly owned and the property may be mortgaged. Ownership through life estate, heir property or other legal satisfactorily documented ownership is considered satisfactory for program participation. Providing proof of title is an owner responsibility and expense.
- 3. The owner must reside in the dwelling to be rehabilitated for at least one year prior to the time of application.
- Property tax, mortgage payments and utility bills must be current and ownership must not be jeopardized by any other threat of foreclosure, default or clouded title.
- 5. The property must be incompliance with local nuisance, trash, environmental and health codes as well as the local comprehensive plan and land development regulations
- 6. The property dwelling unit shall not be located in a Special Flood Hazard Area (flood plains) designated as "A" or "V" zones or a designated wetlands. For properties located in a Special Flood Hazard Area (flood plains) designated as "B" or "X" zones, the property must be fully insured for flood insurance as required by the Flood Disaster Protection Act of 1973. Flood insurance must remain in effect until Administrative Closeout of the Grant Agreement. Any unit to be addressed with rehabilitation funds must be elevated to at least 1' above base flood elevation (or to local code) whichever is greater.

- 7. All applicants that may have a business or familial relationship with a member of the Taylor County Board of County Commissioners, the Citizen Advisory Task Force Committee, Housing Rehabilitation Specialist, Program Administrator and participating construction contractors must fully disclose this relationship at the time of the application, at the point in time in which the conflict occurs, and definitely before a construction contract is executed.
- 8. If a boundary survey is required, the owner is responsible for providing necessary proof or documentation at the owner's expense.
- Residents and owners of rental property are not eligible to participate in the program.

B. Household Income

The following rules are applicable in determining household income:

- The gross income of all household members occupying the dwelling is included in calculating household income. However, wages earned by dependent minor children (under 18) are not included in total.
- 2. Rent or other household support contributed by non-household occupants of a dwelling is included in household income.
- 3. The owner's assets, with the exception of the home in which he/she resides and personal property such as an automobile, will be considered in determining eligibility. The actual annual income from the asset will be calculated as part of the total household income. Inclusion of such assets, if any, will be in strict accordance with 24 CFR 813.106 and any current modification thereof.

VI. STRUCTURAL REQUIREMENTS

A. General

In addition to owner eligibility requirements for participation in the Housing Rehabilitation Program, the dwelling must be:

- 1. below Section 8 Minimum Housing Quality Standards; and
- 2. feasible for rehabilitation. In order for a house to be considered feasible for rehabilitation, proposed construction must:

- a) correct all violations of the local housing code and Section 8 standards;
- b) provide interim controls or abatement for lead-based paint hazards as required by HUD and EPA for structures constructed prior to 1978 that will be assisted by the program. All houses built prior to 1978 will be tested for lead based paint. If lead based paint is found, interim control procedures will be used for all houses rehabilitated at or below \$25,000. Houses above \$25,000 will be rehabilitated using abatement procedures. The occupants will be notified of the hazards of lead-based paint, the symptoms and treatment of lead poisoning, how to avoid poisoning, lead level screening requirements, and appropriate abatement procedures;
- c) meet applicable local zoning requirements, as well as local, state, and federal housing code requirements for rehabilitation work;
- d) leave at least 20% of the original structure based upon the formula provided in this chapter;
- e) not exceed the program costs noted in this chapter; and
- f) be made reasonably accessible to handicapped/elderly occupants, when the unit is occupied by such.
- g) New Construction or substantial improvement of any residential building (or manufactured home) located within a Special Flood Hazard Area (floodplain) shall have the lowest floor, including basement elevated no lower than (1) foot above the base flood elevation (or per local code). Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate the unimpeded movements of flood waters shall be provided.

B. Structural Integrity

Rehabilitation requires that at least 20% of the original structure remain after construction, based upon the following formula. Three (3) rnajor components of the house are considered, with each component weighted to total 100% of the structural value of the house. These components and ratios are: roof - 20%, exterior walls - 60%, and flooring system - 20%.

As an illustration, if 50% of the roof must be replaced, 50% of the walls must be replaced, and 25% of the flooring system (including framing) must be replaced. The factors are then ratioed based on the 20/60/20 formula, so that 50% replacement of the roof is equal to replacing 10% of the structure, 50% replacement of the exterior walls

equals 30% replacement of the structure, and 25% replacement of the flooring system equals 5% replacement of the structure. Thus, replacement equals 10%, plus 30%, plus 5%, or a total of 45% of the structure. This leaves 55 % of the original structure, indicating that the structure is feasible for rehabilitation.

This calculation will be performed by the Housing Rehabilitation Specialist. Should significant deterioration occur between application and time the unit is scheduled for rehabilitation, the unit will be re-evaluated for continued eligibility and a decision made by the Housing Rehabilitation Specialist whether to replace it with an alternate unit or to request a change in type of rehabilitation (demolition, permanent relocation, etc.) in accordance with current DEO contract requirements.

C. Cost Feasibility

As an additional means of guarding against program penalties for substantial reconstruction of a dwelling, the following cost limits are applicable to all rehabilitation areas. These limits are above the allowable CDBG financing limits and assume requirements for owner contributions or leveraging. The limits may be exceeded for rehabilitation costs when alternative funds are available for leveraging but must be specifically approved by the **Taylor County Board of County Commissioners** as exceeding the described limits.

\$80,000 per single family detached house \$60,000 per unit of a two-to-four unit complex \$52,000 per unit of a triplex or quadraplex

In addition, the cost of rehabilitation and improvements may not exceed the afterrehabilitation value of the dwelling. For site-built dwellings, the total cost of rehabilitation (plus other improvements, if any) may not exceed \$40 per square foot of dwelling space, excluding septic tank, well, or water/sewer hook-ups, which is less than the cost of new construction and will be assumed to meet the cost/value limit.

VII. PROCEDURES

A. Application and Inspection

Each property owner who applies for rehabilitation assistance is initially screened to determine whether he/she is eligible for a 100% Deferred Payment Loan. A preliminary inspection is then conducted to determine feasibility of rehabilitation.

If either the owner or the structure does not meet eligibility requirements for program participation, the Housing Rehabilitation Specialist will reject the application. A written rejection notification will be sent to the owner via certified mail and the local

government designated representative within ten (10) days stating the reason for rejection.

If both the owner and the house appear to be eligible for program participation, the application/verification process continues. A work write-up with cost estimate is developed by the Housing Rehabilitation Specialist and approved by the property owner. The cost estimate for the job is considered confidential information until bid opening.

If special financing arrangements (such as the owner covering excessive costs or general property improvements) are required or anticipated, arrangements must be made prior to bidding to prevent soliciting bids on a case that cannot be financed. When the case receives preliminary approvals, bids are solicited for the job.

B. Bidding

Bidding of potential cases is conducted by the Housing Rehabilitation Specialist. Owners review the pre-approved list of eligible contractors before their cases are sent out for bids. Owners have the right to remove any contractor(s) from the list of prospective bidders for their case, as long as at least three (3) eligible contractors are allowed to bid. The owner must be willing to justify the removal of contractor(s) from the bidding list. Owners may also request additional contractors as bidders. If these owner-requested contractors submit the contractor application and are approved by the designated representative and are otherwise eligible, they may be added to the bidders list and bid on the case. The administrator makes maximum effort to ensure participation by minority contractors.

No housing unit owner or occupant, or employee or immediate relative of the same, either personally or corporately, shall serve as a contractor or sub-contractor to be paid with CDBG funds for the rehabilitation of said building, nor shall they be paid for their own labor with CDBG funds for the rehabilitation of said building.

A notice is sent to each eligible bidder to inform them of the job. Bidding notices will be posted at primary governmental buildings to the maximum practical extent. Newspaper advertising for individual jobs is not preformed, as contractors must be prequalified.

Each contractor <u>must</u> attend a pre-bid conference held at the house to be rehabilitated or inspect the house under the owner's supervision. Failure to do so will result in automatic rejection of his/her bid(s) for the house(s).

Sealed bids will be opened at a public bid opening. The Housing Rehabilitation Specialist will generally recommend that the contract be awarded to the lowest reasonable and responsible bidder within plus or minus fifteen percent (15%) of the cost estimate.

Taylor County and owner reserve the right to reject any and all bids and to award in the best interest of the owner and **Taylor County**. The owner must approve the bid award prior to signing contracts. If a bid is awarded to a contractor whose bid submittal was not the lowest reasonable and responsible bid received within the plus or minus fifteen percent (15%) range, then the difference between the lowest bid and awarded bid shall be paid for with non-CDBG Funds.

Each contractor must satisfactorily complete one job through the Housing Rehabilitation Program before receiving any additional contracts. No contractor will be allowed to have more than two (2) jobs under construction at one time without consent of the local government designated representative unless:

- 1) the anticipated date of commencement is after the scheduled and estimated date of completion of current jobs; or
- 2) the contractor has demonstrated, through past performance, his/her ability to satisfactorily complete multiple contracts in a timely manner thereby causing no impact on project and program completions.

This rule rnay be waived by the **Taylor County Board of County Commissioners** if it is determined that there is an inadequate pool of qualified bidders, if the other bids are excessive, or if other extenuating circumstances arise.

C. Contracting and Rehabilitation

The Housing Rehabilitation Specialist presents each case to the **Taylor County** designated representative before the DPL and contact are signed. The DPL amount, contract amount, contractor and owner eligibility are all approved by the designated representative.

The rehabilitation contract is executed between the homeowner and the contractor when the rehabilitation DPL is closed, with the three (3) day rescission period running simultaneously for both legal agreements. Rehabilitation Agreements (for DPL's) are executed by the designated representative authorized to act on behalf of the **Taylor County Board of County Commissioners**.

The DPL and the Notice of Commencement are recorded immediately. The program pays for recording of the Agreement. The filing of the Notice of Commencement shall be the responsibility of the Contractor.

The Notice to Proceed is issued to the contractor as soon as possible after the rescission period elapses. When temporary relocation of the occupants is required, the Notice to Proceed will be delayed until the house is vacated. The contract time of performance (generally 30 - 45 days) begins with issuance of the Notice to Proceed.

D. Inspections

Periodic inspections of the rehabilitation construction are performed by **Taylor County** and the Housing Rehabilitation Specialist throughout the contract period. These inspections are conducted to assure compliance with the contract standards for workmanship and materials, to detect any unauthorized deviations and to identify necessary changes to the contract work in its early stages.

Inspection and approval of completed work must be conducted by the Housing Rehabilitation Specialist prior to the contractor's receiving partial or final payment. The owner's acceptance of the work is also required before payment is received.

E. Change Orders

Any additions to, deletions from, or changes in the rehabilitation contract work, time, or price must be approved in a written change order before the additional work is started. The change order is executed by the owner and contractor and is approved by the Housing Rehabilitation Specialist and the designated representative. Change orders may be issued to correct code deficiencies or to obtain any other desired change in the work. CDBG funds can only be for change orders that correct code violations as documented by the local building official, a bonafide code violation report, or to meet Section 8 housing quality standards found after construction begins. Other changes will be at the owner's expense.

F. Payment

Contracts of \$10,000 or less will not be paid until the contractor has completed the job. Contracts in excess of \$10,000 allow a partial payment upon satisfactory completion of 60% of the work, with a retainage of 20% of the completed contract arnount. Completion of 61% - 90% of the work allows a partial payment less a retainage of 20% of the full contract amount. Depending on extenuating circumstances and contract balance, a second partial payment may be authorized at the recommendation of the Housing Rehabilitation Specialist, designated representative and the Administrator.

| Construction Completion | Payment Schedule | Percentage of Funds Paid |
|-------------------------|------------------|-----------------------------|
| Less than 60% | | 0 % |

| 60% | 40% |
|------|------|
| 100% | 80% |
| 100% | 100% |

100%-After Certificate of Occupancy is issued and all punch list items are completed

Approval of a partial payment requires:

- a determination by the Housing Rehabilitation Specialist and the designated representative that the claimed percentage of completion of the work has been satisfactorily completed. Payment will be issued for the amount claimed less retainage depending on the physical progress as long as the contract funds remaining are sufficient to complete the work in the event of default by the contractor;
- 2. approval of the work by the owner; and
- 3. an affidavit from the contractor stating that either:
 - (a) there are no claims for unpaid goods and/or services connected with the job and all laborers, suppliers and subcontractors have received just compensation for their goods and services up to the date of the request (as evidenced by full or partial waiver of lien from subcontractors); or
 - (b) a list of all unpaid parties and the amounts owed to each has been submitted with the request.

The final payment approval requires:

- 1. acceptance of all work by the property owner, the Housing Rehabilitation Specialist, and designated representative;
- submission of all manufacturers' and other warranties (i.e., appliances, roofing, extermination, contractor's warranty coveting the entire job for one year, etc.);
- waivers of liens from all subcontractors, all parties who were not paid when the contractor received partial payment, and from any other party supplying notice;
- 4. a certificate of occupancy or final approval from the Building Inspector, to show compliance of the rehabilitation work with the locally adopted building (and other applicable) code requirements and a signed, dated acknowledgement from the local building inspector or the housing

rehabilitation specialist indicating the housing unit meets applicable local codes;

- 5. completion of all punch list items; and
- 6. an affidavit from the contractor stating that all bills have been paid and there are no claims for subcontracted jobs or materials, or any outstanding Notice to Owner.
- 7. a statement from the contractor that all items on the initial work write-up as modified through change orders have been completed.

If the owner refuses to authorize payment due to a dispute with the contractor, the Program Administrator may recommend disbursement without the owner's approval if the claim is shown to be without merit or inconsistent with policies and the goal of the program. Such disbursement shall be issued only after the Program Administrator has reviewed the facts and circumstances involved in the dispute and has determined that the owner's refusal to issue payment is without just cause. A record of all pertinent information shall be presented to the Citizen Advisory Task Force for their review in accordance with the Complaint Procedures set forth in its Bylaws. The **Taylor County Board of County Commissioners** has the authority to uphold, rescind or reverse a previous CATF determination. An appeal of the local determination/decision made by the **Taylor County Board of County Commissioners** should be filed with the Department of Economic Opportunity, as set forth in the CATF policies and procedures. Sufficient documentation to this effect shall be placed in the case file.

G. Disputes and Contract Termination

Disputes, the owner's right to stop work, and termination of the contract by the owner or contractor shall be as authorized in the Contract for Rehabilitation.

H. Follow-Up

After completion of the contract, it is the owner's responsibility to notify the contractor in writing of any defect in the work or material. The owner is also requested to notify the Housing Rehabilitation Specialist or the Program Administrator of any complaints to the contractor so assistance in follow-up can be provided. If the contractor does not respond to the owner's written complaint within a reasonable time frame and in a satisfactory manner, the Administrator will verify the complaint. If the Program Administrator judges the complaint to be valid, he/she will send written request for warranty service to the contractor and a copy to the designated representative. The contractor will then take action as monitored by the owner and the Housing Rehabilitation Specialist. Upon receiving notice from the owner that the complaint has been satisfied, the Housing Rehabilitation Specialist will inspect the work and make

such note in the case file. Failure to resolve complaints shall be justification for removing a contractor from participation with the program.

VIII. CLEARANCE/PERMANENT RELOCATION/DEMOLITION RELOCATION

A. General

Permanent Relocation and/or Demolition Relocation are synonymous terms used in the rehabilitation program when a home is unsound and not suitable for rehabilitation based on the structural integrity criteria. Homeowner eligibility requirements are the same as for rehabilitation. Further policies are included in the local Anti-displacement and Relocation Policy.

B. Clearance

Requirements are identified by the Housing Rehabilitation Specialist and are included in the replacement unit bid package. In this way, the same contractor is responsible for site cleanup and preparation as for provision of the replacement unit. Disposal of debris and associated activities are also included if this method is utilized. When demolition or clearance is conducted separately, bid packages are prepared with procedures following those identified for rehabilitation in this manual.

C. Permanent Relocation/Demolition Relocation

This activity involves replacement of an eligible owner occupied unit that is beyond economic repair. **Taylor County Board of County Commissioners** will decide with the Housing Rehabilitation Specialist on a case-by-case basis whether to utilize a slab "site built" replacement unit, a prefabricated unit, or a modular home. Decision items will include budget, zoning, replacement requirements, cost estimates, and a number of other items that may vary case-by-case.

Once the decision is made, the Housing Rehabilitation Specialist prepares bid specifications based on owner input from review of available plans from the contractors. Bidding contracting and inspections then proceed as in the rehabilitation process.

D. Differences

A major difference in this type of rehabilitation assistance is that the DPL issued is not for the full value of the replacement unit. The value of the DPL is based on a calculation that takes the difference between the assessed value of the original unit (real property not included) and the actual cost of the new unit (without real property). The difference is the value of the DPL. This is because the dilapidated unit that was demolished belonged to the owner and is being replaced on a one-for-one basis. Ownership of the replacement unit is vested directly to the owner with no interest on the

part of the local government (except for the DPL). Generally, the local government will accept interim ownership of mobile homes to save program costs (taxes) with transfer to the owner as soon as possible.

- 2. No partial payment is provided for modular replacement units, as the time frame to complete the transaction is relatively brief. The contractor is paid in full upon satisfactory completion of work and providing of warranties. Partial payments are utilized for site built homes along the same lines as for rehabilitation work.
- 3. Program disbursements are made from the local CDBG operating account. As a result, attention must be paid to the ordering and receipt of funds, to ensure that disbursements are made in a timely manner and that the federal three-day rule is not violated.
- 4. Cost feasibility limits are based on number of bedrooms to be provided for site built homes. These limits that may not be exceeded without approval from the **Taylor County Board of County Commissioners** are:
- (a) four or more bedrooms \$90,000
- (b) three bedrooms \$85,500
- (c) two bedrooms \$82,500

In the case of replacement of existing mobile/manufactured homes, the limit will be based upon the acceptable bid price of a replacement home of comparable size. If the existing home is inadequately sized, the replacement home will be sized to include the appropriate bedrooms needed to meet Section 8 and/or local housing code requirements for occupancy. In no case will the total assistance be greater than those limits listed above.

Necessary, site improvements, including water supply, sewage disposal, and clearance, will also be provided along with the actual dwelling replacement.

Budgetary and scoring constraints, as well as priorities for assisting other households, may dictate that some homeowners will be offered less than the maximum amounts shown hereto, even if their demolition and replacement housing costs are above the offered amount. In these cases, homeowners must provide non-CDBG funds from other sources, or they may decline the offer and withdraw from the program. If the offer is declined, no CDBG funded demolition will occur.

IX. CONTRACTOR LISTING

The Housing Rehabilitation Program will establish and maintain a current listing of eligible contractors for bidding on all phases of the program. Only those contractors who are so listed will be considered for work on this program. Establishment of this list will include maximum effort to utilize local and minority contractors.

A. Recruiting

Contractors residing or maintaining offices in the local area will be recruited through public notice to all such contractors, as part of the local government's compliance with Federal Section 3 requirements. This special effort will be based upon the list of contractors licensed in the jurisdiction including residential, building and general contractors. Letters sent to contractors, or advertisements placed soliciting them, will be placed in the appropriate program file.

The contractor listing will include all local contractors who apply and are determined eligible based upon program qualification standards. In addition, any contractor wishing to participate in the County's program, whom meet's the County's minimum requirements as outlined under Part IX, Section B below, other than being located within the County's jurisdiction, may be added to the list of approved contractors.

Maintenance of a pool of competitive, qualified, and capable contractors is essential to program completion.

B. Contractor Eligibility

In order to participate in the Housing Rehabilitation Program, a contractor must be certified as eligible by the Administrator of Housing Rehabilitation and by the Florida Department of Economic Opportunity.

Basic contractor qualifications include:

- 1. Current license(s) with the appropriate jurisdiction to include licensure through the State of Florida, Department of Business and Professional Regulation:
- A satisfactory record regarding complaints filed against the contractor at the state, federal or local level;
- 3. Insurance: Contractor's Public Liability Insurance in an amount not less than \$1,000,000 aggregate coverage. A certificate evidencing Worker's Compensation insurance in statutory limits in accordance with Florida law. A certificate evidencing Auto Insurance including bodily injury in an amount not less than \$1,000,000 per accident and in the aggregate. A certificate evidencing General Liability insurance covering bodily injury, including death and property damage, in an amount not less than \$1,000,000 combined single limit per occurrence. Copies of certificates shall be provided to the County. The Contractor shall provide the County with a certificate of insurance from the insurer guaranteeing ten (10) day notice to the Housing Rehabilitation Program before discontinuing coverage.

4. A satisfactory credit record, including:

- (a) references from two (2) suppliers who have done business with the contractor involving credit purchases; and
- (b) references from three (3) subcontractors who have subcontracted with the contractor; and
- (c) the ability to finance rehabilitation contract work so all bills are paid before requesting final payment;
- 5. Satisfactory references from at least three (3) parties for whom the contractor has done construction;
- 6. Absence from any list of debarred contractors issued by the Federal or State DOL, HUD or DEO;

The Housing Rehabilitation Specialist will ensure that current and past performance of the contractor are satisfactory based upon readily available information and reserves the right to check any reliable source in establishing such determination.

The Housing Rehabilitation Specialist will explain the contractor's obligations under Federal Equal Opportunity regulations and other contractual obligations at the pre-bid conference. Program procedures, such as bidding and payment are also explained to the contractor.

C. Disqualification

Contractors may be prohibited or removed from program participation for:

- 1. poor workmanship or use of inferior materials;
- 2. evidence of bidding irregularities such as low balling, bid rigging, collusion, kickbacks, and any other unethical practice;
- 3. failure to abide by the work write-up, failure to complete work write-up (and bid) accomplishments, and any attempts to avoid specific tasks in attempts to reduce costs;
- 4. failure to pay creditors, suppliers, laborers or subcontractors promptly and completely;
- 5. disregarding contractual obligations or program procedures;

- loss of license(s), insurance or bonding;
- 7. lack of reasonable cooperation with owners, rehabilitation staff or the others involved in the work;
- 8. abandonment of a job;
- 9. failure to complete work in a timely manner;
- 10. inability or failure to direct the work in a competent and independent manner;
- 11. failure to honor warranties;
- ineligibility to enter into federally or state assisted contracts as determined by the U.S. Secretary of Labor, HUD or DEO;
- 13. other just cause that would expose the Program or owner to unacceptable risk;
- 14. failure to respond to a minimum of three (3) consecutive requests for bids; or
- 15. at the contractor's request.

X. RELOCATION/DISPLACEMENT

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 does not apply to displacement under the **Taylor County** Community Development Program; since **Taylor County** does not acquire the vacated (demolished or rehabilitated) property and residents participate voluntarily. Therefore, relocation services will be provided in the **Taylor County** Anti-Displacement and Relocation Policy that covers situations in great detail.

Household/property owners previously approved for proposed housing assistance may voluntarily withdraw their application for assistance, which must be confirmed in writing. If the Administrator determines the applicant to be ineligible for assistance, the Administrator shall send written notification to the applicant, stating that the application has been rejected and the reason for the rejection.

XI. APPEALS/COMPLAINTS

The Housing Rehabilitation Specialist, the designated representative and the Program Administrator are authorized by **Taylor County** to make all determinations of eligibility for assistance and level of assistance, scheduling of rehabilitation, demolition

and relocation, and contract management. Citizens and/or contractors should issue complaints to the Housing Rehabilitation Specialist or the Program Administrator. For a complaint to be considered valid, it must be issued in writing within a period of 45 days of its occurrence. Responses also should be issued in writing.

If the complainant is not satisfied with the Program Administrator's response, the issue must be presented in writing to the **Taylor County** Citizen Advisory Task Force (CATF) in accordance with the Complaint Procedures set forth in its Bylaws. If the complaint cannot be resolved by the CATF, the **Taylor County Board of County Commissioners** will review the grievance and make a decision based upon program regulation, local policies, and the availability of funds. Further appeals, if necessary, must be addressed to the Florida Department of Economic Opportunity.

XII. PROGRAM INCOME

No program income is planned to result from this program. Deferred Payment Loans will be monitored by the Housing Rehabilitation Specialist during the CDBG period of agreement. After the expiration of the agreement between **Taylor County** and the State, the monitoring will be performed by the designated representative.

If repayment of a DPL or program income is received during the CDBG agreement period, it will be used for additional rehabilitation as authorized by the Department of Economic Opportunity. Program income or DPL payment received subsequent to closeout will be returned to the Department of Economic Opportunity unless the state's program income regulations are changed.

XIII. PROPERTY ACQUISITION POLICY

A. Voluntary

Taylor County may purchase property with Community Development Block Grant funds for use in the Community Development Program. While most property acquisition must follow the procedures outlined in the Uniform Relocation and Real Property Acquisition Act, residential property to be used for relocation purposes shall be purchased on a voluntary basis.

The County shall determine the property features needed and the budget available for the purchase defined in the contract agreement. A request for proposals will then be published in a local newspaper. The request will state the specifications and budget and indicate that the purchase is voluntary.

No displacement of renters may occur as a result of the program. Owners will not receive any relocation assistance so owner-occupants must waive the Uniform Act Rights.

Voluntary acquisition occurs when real property is acquired from an owner who has submitted a proposal to the recipient for purchase of their property in response to a public invitation or solicitation of offers. The **Taylor County Board of County Commissioners** is committed to this mode of acquisition to the maximum practicable extent.

Voluntary acquisition shall be permitted only if the property being acquired is not site specific and at least two properties in the community meet the criteria established by the local government for usage, location and/or interest to be acquired. The **Taylor County Board of County Commissioners** prior to publication of a public notice or attendance of any local government representative at a property auction must approve all voluntary acquisitions in principle.

A public notice must be published inviting offers from property owners. This notice must:

- 1. accurately describe the type, size and approximate location of the property it wishes to acquire;
- describe the purpose of the purchase;
- 3. specify all terms and conditions of sale, including maximum price;
- 4. indicate whether or not an owner-occupant must waive relocation benefits as a condition of sale;
- 5. announce a time and place for offers to be accepted; and
- announce that local powers of condemnation shall not be invoked to acquire any property offered for which a mutually agreed to sale price cannot be reached.

Property may also be acquired at auction. The Uniform Relocation Act does apply to voluntary acquisitions.

In each voluntary acquisition, a public solicitation shall occur. Offers shall be sealed and opened at the same time, in the same place, by a responsible official. Records of offers shall be kept. Appraisals are not required for purchases less than \$2,500 if a mutually agreed to sales price can be reached. Clear title must be present in every transaction. **Taylor County Board of County Commissioners** must decide at the time of approving the acquisition whether or not appraisals and review appraisals will be necessary and what the maximum permissible sales price will be. The decision to acquire will rest with the **Taylor County Board of County Commissioners** that can reject or accept any and all offers. Written records shall be maintained documenting decisions and rationale for selected courses of action.

B. Non-Voluntary Acquisition Plan

Acquisition of property (including easements and right-of-way) using federal funds shall occur in accordance with the Uniform Relocation Act of 1970 (as amended) and with any State and Federal regulations that may apply.

Fundamental steps that occur in each purchase may vary case by case. However, in general terms, the following should take place: (1) source of funds and authority to acquire confirmed, (2) property/site identified and suitable, (3) legal description/survey/preliminary title search performed (services procured as necessary), (4) notice of intent to acquire sent owner, (5) appraisal and review appraisal services solicited and appraiser retained, (6) appraisal received and sent for review, (7) title companies solicited and retained after review received (title insurance amount and necessity determined in advance), (8) offer to purchase and notice of just compensation sent owner, (9) owner contacted by attorney or other representative and contract formalized, (10) settlement costs calculated and closing date set, (11) closing conducted with funds changing hands and, (12) records of proceedings retained.

The Uniform Relocation Act requires certain specific procedures such as some letters being sent certified. The CDBG Implementation manual provides a checklist that may be utilized in following each transaction to successful conclusion. In no case will CDBG funds be utilized which would create involuntary displacement. See **Taylor County** separate policy on this subject.

C. Timing/Planning

Properties necessary for easements or acquisition shall be identified as early in the planning stage as is practicable. Every attempt shall be made to effect a design that is not wholly site dependent, that is, where two or more sites are suitable for the project. It is recognized this may not always be possible, however, a policy of minimizing single site alternatives is emphasized.

In general terms, the voluntary acquisition process shall be utilized to identify possible sites early in the project. Sites shall be evaluated for suitability prior to the final design phase to the maximum practicable extent. As soon as alternative sites are identified and evaluated, applicable acquisition procedures should commence.

Projects shall not normally be sent out for bids unless properties to be acquired or utilized for easements have been formally acquired or a commitment exists which is sufficiently firm and binding to be considered safe for the project to proceed with start up. The **Taylor County Board of County Commissioners** shall make the determination as to whether or not bidding, award and start up may proceed to closing on the property.

In those cases where need for easements and/or acquisition is not identified until after the project is underway, procedures shall be expedited to the maximum practicable extent and utilization of funds, the value of which would be unrecoverable if the transaction did not occur, minimized.

The following data will be provided by housing unit and summarized by activity as part of the administrative closeout for each activity providing direct benefit (i.e., housing rehabilitation, temporary relocation, hookups, etc.):

- Address of each housing unit rehabilitation with CDBG funds, the date the construction was completed on the housing unit, and the amount of CDBG funds spent on that housing unit.
- Whether the household is headed by a female, the number of handicapped persons in the household, the number of elderly persons in the household, and the LMI or VLI status of the household;
- The number of occupants in the household, categorized by sex; and
- The racial demographics of the household by number (White, Black, Hispanic, Asian/Pacific Islander, or American Indian/Alaskan Native.)

| This Housing F | Rehabilitation/Replacement | Policies | and | Procedures | Manual | is |
|-------------------------|----------------------------|----------|-----|------------|--------|----|
| amended this | DAY OF MARCH, | | | | | |
| TAYLOR COUNTY BOCC | | | | | | |
| Jody Devane, Chairman | | | | | | |
| Attest: | | | | | | |
| | | | | | | |
| Annie Mae Murphy, Clerk | of Court | | | | | |

APPENDIX A

Point Values to be Used in Ranking Applicants

Handicapped and elderly persons on fixed income within established very low income (VLI) guidelines (13 points)

Elderly persons on fixed income within established VLI guidelines (12 points)

Handicapped or disabled persons within established VLI guidelines (11 points)

Households with handicapped or disabled dependents within established VLI guidelines (10 points)

Handicapped and elderly persons on fixed income within established low to moderate income (LMI) guidelines (9 points)

Elderly persons on fixed income within established LMI guidelines (8 points)

Handicapped or disabled persons within established LMI guidelines (7 points)

Households with handicapped or disabled dependents within established LMI income guidelines (6 points)

Households within established VLI guidelines (5 points)

All others within established VLI guidelines (4 points)

Households within established LMI guidelines (3 points)

All others within established LMI guidelines (2 points)

Any homeowner or physical residence that has received state or federal housing assistance within the last 10 years regardless of age, handicap, or income level (1 point)

Applicants with property located in flood zones or wetlands will not be ranked or assisted due to excessive costs and delays in permitting and environmental issues.

Applicants that have ownership problems (such as heir property), issues with Land Development Regulations, or other issues that prevent the issuance of a building permit will be given 30 days to correct the problem. Failure to correct the issue within 30 days will prevent the applicant from being ranked.

In the event of a tie, the household with the largest number of residents shall prevail. If a tie still exists, then the household with the lowest income shall prevail.

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| | County Commission Agenda Item | |
|-----------------------|--|--|
| S | Doctors' Memorial Hospital, Inc. (DMH) respectfully requests a letter of support from the Board of Commissioners for a grant application DMH is submitting to the Florida Department of Health (FDOH) Emergency Medical Services Matching Grant program. | |
| Meeting Date: | March 7, 2016 | |
| Statement of Issue: | DMH is submitting a grant application to FDOH Emergency Medical Services grant program requesting funding assistance for the purchase of an all-terrain emergency response vehicle. | |
| Recommendation: | Respectfully requesting a letter of support from the Board. | |
| · i | This has no fiscal Budgeted Expense: Yes No N/A X impact on the Board. of Commissioners | |
| Submitted By: | Mary Lescher, Interim CEO | |
| Contact: | Mary Lescher, Interim CEO 584-0885 | |
| | SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS | |
| History, Facts & Issu | Doctors' Memorial Hospital is submitting grant application to the FDOH Emergency Medical Service grant program requesting funding assistance for the purchase of an all-terrain emergency response vehicle. At this time, due to the lack of having an all-terrain vehicle, DMH EMS often has difficulty responding to calls and reaching patients in the rural outlying areas, hunting injuries, and those attending large scale events in rural areas such as the mud bogging events. EMS had fifteen calls during the flooding event in Steinhatchee in the summer of 2015 and were not able to respond until Taylor County Fire Rescue provided vehicle assistance reaching patients/victims thus substantially delaying response times. This vehicle will enable first responders to provide medical care for and transport patients in a timely and safe manner. | |

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| Options: | Approve requested letter of support |
| | 2. Deny request |
| Attachments: | 1. Proposed letter of support |
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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

March 7, 2016

Florida Department of Health EMS Matching Grant Program 4052 Bald Cypress Way, Bin A-22 Tallahassee, FL 32399

Attn: Mr. Alan Van Lewen

Re: Doctors' Memorial Hospital, Inc.

All-Terrain Emergency Response Vehicle Application

Dear Mr. Van Lewen:

Please accept this letter of support for the application Doctors' Memorial Hospital is submitting to the EMS Matching Grant Program requesting funding assistance for the purchase of an all-terrain emergency response rescue vehicle. This rescue vehicle is greatly needed to respond to emergency calls in the rural areas and at larger public and recreational events. Taylor County is renowned for outdoor recreation, hunting, fishing, and hosting many visitors to the area who attend large scale mud bogging events. Being able to respond to emergency medical calls in a timely and safe manner with adequate equipment is critical for the health and safety of our citizens and the many visitors to the area.

Thank you for your consideration of this grant application and funding request.

Sincerely,

Jody DeVane, Chairman Taylor County Board of Commissioners



TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

THE BOARD TO CONSIDER APPROVAL OF ADDENDUM #1 TO ITS LEASE FOR OFFICE SPACE TO OUR FATHER'S STOREHOUSE, AS AGENDAED BY THE COUNTY ADMINISTRATOR



MEETING DATE REQUESTED: MARCH 7, 2016

Statement of Issue: OUR FATHER'S STOREHOUSE HAS REQUESTED AN

ADDENDUM TO ITS LEASE

Recommended Action: APPROVE

Fiscal Impact: NONE

Budgeted Expense: N/A

Submitted By: DUSTIN HINKEL, COUNTY ADMINISTRATOR

Contact: 838-3500

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: ON AUGUST 18, 2015 THE BOARD ENTERED INTO A 3 YEAR LEASE WITH THE FIRST BAPTIST CHURCH OF PERRY TO PROVIDE SPACE FOR THE OUR FATHER'S STOREHOUSE AT THE OLD HOSPITAL CAMPUS. THE LESSEE HAS REQUESTED TO ERECT AND INSTALL A TEMPORARY WOODEN BUILDING TO HOUSE SURPLUS SUPPLIES AND REQUESTED TO TRANSFER THE LEASE TO OUR FATHER'S STOREHOUSE, LLC, A FLORIDA NON-PROFIT CORPORATION.

Options:

APPROVE

DENY

Attachments:

ADDENDUM #1

ORIGINAL LEASE AGREEMENT

ADDENDUM #1: LEASE OF OFFICE SPACE TO OUR FATHER'S STOREHOUSE

- 1. This Lease was made and executed on the 18th day of August, 2015, by and between the BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, 201 East Green Street, Perry, Florida 32347, herein called "Lessor", and FIRST BAPTIST CHURCH OF PERRY, d/b/a OUR FATHER'S STOREHOUSE, herein called "Lessee".
- 2. Lessee requests to transfer all rights and responsibilities of this lease to OUR FATHER'S STOREHOUSE, LLC, a Florida Limited Liability Company, whose mailing address shall be 102 North Center Street, Perry, FL 32347.
- 3. Lessee shall, at Lessee's own expense, be permitted to erect a temporary wooden storage unit upon a mutually agreed upon location of the property for the purpose of storing bulk food, clothing items, or other non-hazardous donations.
- 4. Lessee shall, at Lessee's own expense, maintain the storage building during the term of this lease and remove the building from the property upon the expiration of the lease.
- 5. Lessor shall not have any responsibility to erect, maintain, move, or dismantle the wooden storage unit.
- 6. All other terms and responsibilities in the lease remain unchanged and in full effect.
- 7. Executed this 7th day of March, 2016.

| LESSEE: | LESSOR: |
|--|--|
| Our Father's Storehouse, LLC d/b/a Our Father's Storehouse | Jody DeVane, Chair Board of County Commissioners Taylor County |
| | ATTEST: |
| | Annie Mae Murphy, Clerk |

LEASE OF OFFICE SPACE

- 1. This Lease is made and executed this 16 day of 12, 2015, by and between the BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, 201 East Green Street, Perry, Florida 32347, herein called "Lessor", and FIRST BAPTIST CHURCH OF PERRY, d/b/a OUR FATHER'S STOREHOUSE, herein called "Lessee".
- 2. Lessor hereby leases to Lessee and Lessee hereby rents from Lessor, the space as presently constituted, hereinafter called the premises, known as the internal medicine practice location of Guy Mohammed, M.D., consisting of approximately 3,500 square feet in the building located at 407 East Ash Street, Perry, Florida, hereinafter called the "building".
- 3. The space is leased for an initial term of three (3) years, to commence at 12:00 noon on August 24, 2015, and to end at 12:00 noon on August 24, 2018. This lease will automatically by renewed for two (2) one (1) year periods upon expiration of that initial term.
- 4. The total annual rent is the sum of One Dollar (\$1.00) which is payable during the first month of each year of the initial term and on the first month of each yearly renewal following the initial term.
- 5. Lessee shall use and occupy the premises for food pantry and clothing distribution activities and for no other purpose. Lessor represents that the premises may lawfully be used for such purpose. Lessee shall not keep on the Premises any item of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.
- 6. Lessee shall pay rent to Lessor at Lessor's above-stated address, or at such other place as Lessor may designate in writing.
- 7. Lessee shall commit no act of waste and shall take good care of the premises and the fixtures and appurtenances therein and shall, in the use and occupancy of the premises, conform to all laws, orders, and regulations of the federal, state and county governments. All improvements made by Lessee to the premises which are so attached to the premises that cannot be removed without material injury to the premises, shall become the property of Lessor upon installation. Not later than the last day of the term, Lessee shall, at Lessee's expense, remove all of Lessee's personal property and those improvements made by Lessee which have not become the property of Lessor, including trade fixtures, cabinetwork, moveable paneling, partitions, and the like; repair all injury done by or in connection with the installation or removal of such property and improvements; and surrender the premises in as good condition as they were at the beginning of the term, reasonable wear, damage by fire, the elements, casualty, or other cause not due to the misuse or neglect of Lessee or Lessee's agents, employees, excepted. All property of Lessee remaining on the premises after the last day of the term of this lease shall be conclusively deemed abandoned and may be removed by Lessor.
- 8. Lessee shall not, without first obtaining the consent of Lessor, make any alterations, additions or improvements in, to or on and about the premises other than those modifications necessary for a functional food/clothing pantry.

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

additionally insured.

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

First Baptist Church of Perry, Florida d/b/a Our Father's Storehouse

LESSOR:

Pat Patterson, Chair

Board of County Commission

Taylor County

ATTEST:

Annie Mae Murphy, Clerk

Taylor County

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE COUNTY ADMINISTRATOR TO DISCUSS A CAPITAL PROJECT AT HODGES PARK AT KEATON BEACH AND THE BOARD TO TAKE ANY ACTION DEEMED NECESSARY.

MEETING DATE REQUESTED: MARCH 7, 2016

Statement of Issue: THE COUNTY ACQUIRED A FRDAP GRANT TO MAINTAIN

AND MAKE IMPROVEMENTS AT HODGES PARK AT KEATON BEACH. THE COUNTY ADMINISTRATOR AND STAFF THINK IT PRUDENT TO MAKE ADDITIONAL

IMPROVEMENTS TO THE PARK WHILE THE CREWS AND

EQUIPMENT ARE IN PLACE.

Recommended Action:

Fiscal Impact: TO BE DISCUSSED

Budgeted Expense:

Submitted By:

Contact:

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

Attachments: