

SUGGESTED AGENDA

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS
PERRY, FLORIDA
REGULAR BOARD MEETING
TUESDAY, MARCH 22, 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 23 AND FEBRUARY 29, 2016.
5. EXAMINATION AND APPROVAL OF INVOICES.
6. THE BOARD TO CONSIDER ADOPTION OF RESOLUTIONS TO REFLECT UNANTICIPATED MONIES IN THE SCOP ROAD PROJECT (CARLTON CEMETERY ROAD) FUND, AS AGENDAED BY COUNTY FINANCE.

7. THE BOARD TO APPROVE A REQUEST TO REMOVE SURPLUS ITEMS FROM COUNTY INVENTORY, AS AGENDAED BY THERESA COPELAND, IT DIRECTOR.

BIDS/PUBLIC HEARINGS:

8. THE BOARD TO RECEIVE BIDS, SET FOR THIS DATE AT 6:00 P.M., OR AS SOON THEREAFTER AS POSSIBLE, FOR VOTING TABULATION SYSTEM HARDWARE AND SOFTWARE.
9. THE BOARD TO RECEIVE BIDS, SET FOR THIS DATE AT 6:05 P.M., OR AS SOON THEREAFTER AS POSSIBLE, FOR THE PURCHASE AND INSTALLATION OF HURRICANE SHUTTERS FOR APPROXIMATELY TWELVE (12) SINGLE FAMILY HOMES IN TAYLOR COUNTY.
10. THE BOARD TO HOLD THE SECOND AND FINAL PUBLIC HEARING 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 6:10 P.M., OR AS SOON THEREAFTER AS POSSIBLE.

CONSTITUTIONAL OFFICERS/OTHER GOVERNMENTAL UNITS:

11. THE CLERK TO DISCUSS TAX CERTIFICATES SEVEN (7) YEARS OLD. (TABLED FROM 3-7-16)

GENERAL BUSINESS:

12. THE BOARD TO REVIEW AND CONSIDER APPROVAL OF A SEWER UTILITY EASEMENT WITH THE TAYLOR COASTAL WATER AND SEWER DISTRICT FOR THE KEATON BEACH COASTAL PARK, AS AGENDAED BY DUSTIN HINKEL, COUNTY ADMINISTRATOR.

COUNTY STAFF ITEMS:

13. THE BOARD TO CONSIDER ADOPTION OF RESOLUTION AND APPROVAL OF COVER LETTER REQUIRED FOR THE FLORIDA BOATING IMPROVEMENT PROGRAM (FBIP) GRANT APPLICATION, BEING SUBMITTED REQUESTING FUNDING ASSISTANCE FOR THE REHABILITATION OF THE DOCKING AREA AT STEINHATCHEE BOAT RAMP, AS AGENDAED BY MELODY COX, GRANTS DIRECTOR.

14. THE BOARD TO REVIEW AND APPROVE THE RESPONSE TO THE FLORIDA HOUSING FINANCE CORPORATION SHIP COMPLIANCE MONITORING REVIEW AND CONTRACT ADDENDUM "A" - TAYLOR COUNTY, WHICH WILL BE INCLUDED AS AN ADDENDUM TO ALL FUTURE CONTRACTS EXECUTED FOR SHIP PROGRAM ADMINISTRATIVE AND CONSULTING SERVICES, AS AGENDAED BY THE GRANTS DIRECTOR.
15. THE BOARD TO CONSIDER THE RECOMMENDATION TO AWARD THE BID FOR THE REHABILITATION OF THE HOME OF TIMOTHY HARRELL THROUGH THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM TO JOHNSON AND JOHNSON ROOFING, INC., AS AGENDAED BY THE GRANTS DIRECTOR.
16. THE BOARD TO REVIEW AND APPROVE THE FLORIDA DEPARTMENT OF TRANSPORTATION JOINT PARTICIPATION AGREEMENT (JPA) #439287-1-94-16, THE RESOLUTION, AND THE COUNTY ATTORNEY'S STATEMENT FOR THE FEASIBILITY STUDY FOR THE VIABILITY OF A SOLAR PHOTOVOLTAIC FARM AT PERRY FOLEY AIRPORT, AS AGENDAED BY THE GRANTS DIRECTOR.
17. THE BOARD TO REVIEW AND APPROVE AN INVITATION TO BID, WORK WRITE UP/BID FORM, STATUTORY WORKSHEET, AND DOCUMENTATION OF COMPLIANCE FOR THE DEMOLITION AND NEW CONSTRUCTION OF THE HOME OF JAMES AND KAREN WHITEHEAD THROUGH THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM, AS AGENDAED BY THE GRANTS DIRECTOR.

COUNTY ADMINISTRATOR ITEMS:

18. THE BOARD TO DISCUSS OPTIONS FOR ANDREWS LAKE ROAD AND ~~TAKE ANY ACTION IT DEEMS NECESSARY AND APPROPRIATE,~~ AS AGENDAED BY THE COUNTY ADMINISTRATOR.
19. THE BOARD TO DISCUSS THE DELIVERY OF THE ANNUAL AUDIT AND FINANCIAL STATEMENTS, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
20. THE COUNTY ADMINISTRATOR TO DISCUSS INFORMATIONAL ITEMS.

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

BOARD INFORMATIONAL ITEMS:

Motion to Adjourn

FOR YOUR INFORMATION:

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

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 SCOP ROAD PROJECT (Carlton Cemetery Road) FUND for the fiscal period ending September 30, 2016, to be in excess of the advertised budget.

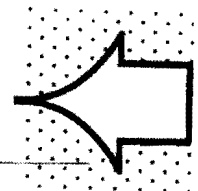
BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the SCOP ROAD PROJECT FUND budget for the fiscal year ending September 30, 2016.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
\$1,133,182	175-3344905	SCOP Grant - Revenue
		SCOP Project/San Pedro Road
\$ 882,582	0337-53401	Contractual Services
\$ 250,000	0337-53101	Professional Services
\$ 500	0337-54902	Legal Advertising
\$ 100	0337-54907	License/Permit/Registrations
\$1,133,182		

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 22nd day of March, 2016 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2016 with a motion by Commissioner _____, seconded by Commissioner _____, and carried unanimously.

Annie Mae Murphy, Clerk-Auditor

Chairman



SIGN
HERE

Tammy Taylor

From: Kenneth Dudley <county.engineer@taylorcountygov.com>
Sent: Friday, January 29, 2016 9:38 AM
To: 'Tammy Taylor'
Cc: Dustin Hinkel; Margaret Dunn
Subject: Cost Center and Account Additions
Attachments: 84922.pdf; FDOT_San Pedro RD SCOP Agreement.pdf; FDOT_Carlton Cemetery RD SCOP Agreement.pdf

SRWMD is charging \$100 for permit applications.

Please add Account 54907 to the following Cost Centers and I will take care of the budget transfers once ready.
0329 SCRAP/Osteen Road
0332 SCRAP/East Ellison Road
0333 SCRAP/North Ellison Road

Also, please establish Cost Centers for the following projects (see attached FDOT agreements):

Carlton Cemetery Road

Account	Description	Amount
53101	Professional Services	\$250,000.00
53401	Contractual Services	\$889,400.00
54902	Legal Advertising	\$500.00
54907	License/Permit/Registration	\$100.00
Total		\$1,140,000.00

San Pedro Road

Account	Description	Amount
53101	Professional Services	\$250,000.00
53401	Contractual Services	\$882,582.00
54902	Legal Advertising	\$500.00
54907	License/Permit/Registration	\$100.00
Total		\$1,133,182.00

*Need overall
Budget amended
2016 FY!*

*Post
#0338*

Kenneth Dudley, P.E.

County Engineer

Taylor County Board of County Commissioners

201 East Green St.

Perry, FL 32347

Phone: 850.838.3500 x104

Fax: 850.838.3501

county.engineer@taylorcountygov.com

Please note: Florida has a very broad public records law. Most written communications to or from public officials regarding public business are available to the media and public upon request. Your e-mail communications may be subject to public disclosure.



Florida Department of Transportation

RICK SCOTT
GOVERNOR

1109 South Marion Avenue
Lake City, FL 32025-5874

JIM BOXOLD
SECRETARY

November 24, 2015

*Aug. #125
Sept #0338
(Review 175-)*

The Honorable Patricia Patterson, Chair
Taylor County Board of County Commissioners
201 E. Green Street
Post Office Box 620
Perry, Florida 32348

**Subject: Small County Outreach Program
Widening and resurfacing of CR 356 / San Pedro Road
From Faulkner Road to US 27
Financial Project ID: 430704-1-54-01
Contract Number: G0676**

Dear Chair Patterson:

Enclosed for your file is a fully executed copy of the Small County Outreach Program Agreement for the widening and resurfacing of CR 356 / San Pedro Road from Faulkner Road to US 27 in Taylor County, Florida.

The County must provide a set of signed and sealed plans, scope of service, an Engineer's Estimate, and an email verifying that the consultant has been selected in accordance with the Consultant's Competitive Negotiation Act (CCNA) for Department's review and approval *prior* to the Department giving authorization to advertise. The Department does not allow the CEI and designer to be the same.

Prior to award, please submit the name of the lowest responsible / responsive bidder. The Department will verify that the County's selection is a FDOT prequalified contractor and give Department approval. Once a contractor is selected, please send the preliminary schedule from the contractor.

To expedite reimbursement, invoices should be sent directly to Ms. Kim Evans at 1109 South Marion Avenue, Lake City, Florida, 32025-5874. Invoices should be submitted in detail sufficient for a proper pre-audit and post-audit. Please remember that Taylor County is responsible for bearing all expenses in excess of the amount the Department agrees to participate (\$1,133,182.00).

Should you have questions or need additional information, I can be reached at 1-800-749-2967, Extension 7402.

Sincerely,

Kim Evans
District Local Program Administrator

/ke
Enclosures

CC: Mr. Kenneth Dudley, P.E., County Engineer

www.dot.state.fl.us

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 SCOP ROAD PROJECT (Carlton Cemetery Road) FUND for the fiscal period ending September 30, 2016, to be in excess of the advertised budget.

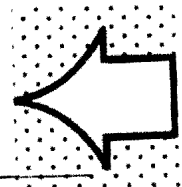
BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the SCOP ROAD PROJECT FUND budget for the fiscal year ending September 30, 2016.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
\$1,140,000	174-3344905	SCOP Grant - Revenue
		SCOP Project/Carlton Cemetery Road
\$ 889,400	0337-53401	Contractual Services
\$ 250,000	0337-53101	Professional Services
\$ 500	0337-54902	Legal Advertising
\$ 100	0337-54907	License/Permit/Registrations
\$1,140,000		

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 22nd day of March, 2016 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2016 with a motion by Commissioner _____, seconded by Commissioner _____, and carried unanimously.

Annie Mae Murphy, Clerk-Auditor

Chairman



**SIGN
HERE**

(New Grant Awarded 2016 FY)

Tammy Taylor

From: Kenneth Dudley <county.engineer@taylorcountygov.com>
Sent: Friday, January 29, 2016 9:38 AM
To: 'Tammy Taylor'
Cc: Dustin Hinkel; Margaret Dunn
Subject: Cost Center and Account Additions
Attachments: 84922.pdf; FDOT_San Pedro RD SCOP Agreement.pdf; FDOT_Carlton Cemetery RD SCOP Agreement.pdf

SRWMD is charging \$100 for permit applications.

Please add Account 54907 to the following Cost Centers and I will take care of the budget transfers once ready.

0329 SCRAP/Osteen Road

0332 SCRAP/East Ellison Road

0333 SCRAP/North Ellison Road

Also, please establish Cost Centers for the following projects (see attached FDOT agreements):

Carlton Cemetery Road

<u>Account</u>	<u>Description</u>	<u>Amount</u>
53101	Professional Services	\$250,000.00
53401	Contractual Services	\$889,400.00
54902	Legal Advertising	\$500.00
54907	License/Permit/Registration	\$100.00
Total		\$1,140,000.00

San Pedro Road

<u>Account</u>	<u>Description</u>	<u>Amount</u>
53101	Professional Services	\$250,000.00
53401	Contractual Services	\$882,582.00
54902	Legal Advertising	\$500.00
54907	License/Permit/Registration	\$100.00
Total		\$1,133,182.00

Kenneth Dudley, P.E.

County Engineer

Taylor County Board of County Commissioners

201 East Green St.

Perry, FL 32347

Phone: 850.838.3500 x104

Fax: 850.838.3501

county.engineer@taylorcountygov.com

Please note: Florida has a very broad public records law. Most written communications to or from public officials regarding public business are available to the media and public upon request. Your e-mail communications may be subject to public disclosure.



Florida Department of Transportation

RICK SCOTT
GOVERNOR

1109 South Marion Avenue
Lake City, FL 32025-5874

JIM BOXOLD
SECRETARY

November 20, 2015

The Honorable Patricia Patterson, Chair
Taylor County Board of County Commissioners
Post Office Box 620
Perry, Florida 32348

*Apd #174
Det #0337
(Revenue 174-)*

**Subject: Small County Outreach Program
Widening and Resurfacing of Carlton Cemetery Road
From Puckett Road to US 19/98
Financial Project ID: 434557-1-54-01
Contract Number: G0667**

Dear Chair Patterson:

Enclosed for your file is a fully executed copy of the Small County Outreach Program Agreement for the widening and resurfacing of Carlton Cemetery Road from Puckett Road to US 19/98 in Taylor County, Florida.

The County must provide a set of signed and sealed plans, scope of service, an Engineer's Estimate, and an email verifying that the consultant has been selected in accordance with the Consultant's Competitive Negotiation Act (CCNA) for Department's review and approval *prior* to the Department giving authorization to advertise. The Department does not allow the CEI and designer to be the same.

Prior to award, please submit the name of the lowest responsible / responsive bidder. The Department will verify that the County's selection is a FDOT prequalified contractor and give Department approval. Once a contractor is selected, please send the preliminary schedule from the contractor.

To expedite reimbursement, invoices should be sent directly to Ms. Kim Evans at 1109 South Marion Avenue, Lake City, Florida, 32025-5874. Invoices should be submitted in detail sufficient for a proper pre-audit and post-audit. Please remember that Taylor County is responsible for bearing all expenses in excess of the amount the Department agrees to participate (\$1,140,000.00).

Should you have questions or need additional information, I can be reached at 1-800-749-2967, Extension 7402.

Sincerely,

Kim Evans
District Local Program Administrator

/ke
Enclosures

CC: Mr. Kenneth Dudley, P.E., Taylor County Engineer

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

THE BOARD TO APPROVE THE REQUEST TO REMOVE SURPLUS INVENTORY ITEMS FROM COUNTY INVENTORY, AS AGENDED BY THERESA COPELAND, IT DIRECTOR

MEETING DATE REQUESTED:

MARCH 22, 2016

Statement of Issue: BOARD TO APPROVE DISPOSITIONS OF ASSEST FROM INVENTORY

Recommended Action: APPROVAL TO REMOVE ITEMS LISTED ON DOCUMENTATION

Fiscal Impact: SEE ATTACHED DOCUMENTATION

Budgeted Expense:

Submitted By: THERESA COPELAND

Contact: 850-838-3500 X 108

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

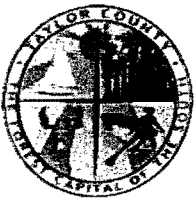
History, Facts & Issues:

Options: APPROVE / DISAPPROVE

Attachments: DISPOSITIONS LIST

INVENTORY TO BE REMOVED ON 3/22/2016

BCC #'S	DEPARTMENT #'S	DESRPTION	ACTION
5779	431	TABLE	SURPLUS
6166	431	VIDEO DISPLAY	SURPLUS
6167	431	VIDEO DISPLAY	SURPLUS
6763	113	CHEVY IMPALA	SURPLUS
7049	113	MS OFFICE 2007	SURPLUS
7359	192	CROWN VICTORIA	SURPLUS
7468	110	CHEVY IMPALA	SURPLUS



DISPOSITION OF ASSET REPORT
TAYLOR COUNTY, FLORIDA

TO: BOARD OF COUNTY COMMISSIONERS

5779
Clerk Asset Number:

Board Asset Number:

FROM: Public Library
Department Name

DEPT 6436
Number

DATE: 12.8.15

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item <u>Table</u>	Room #	Make
Model	Year	Serial Number
Other Description: <u>BROKEN Table</u>		
Purchased with Grant: Yes/No? <input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: Surplus

**** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

Explanation for Disposal: (required) BROKEN

Location: (required) Public Library

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commission: _____ Date _____

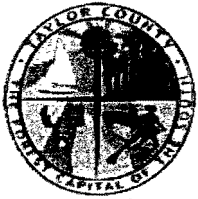
Department Head

Chairman Signature

County Administrator Approval

Date Removed From Asset Records

James DeFord
Fixed Assets Manager



DISPOSITION OF ASSET REPORT
TAYLOR COUNTY, FLORIDA

TO: BOARD OF COUNTY COMMISSIONERS

Clerk Asset Number: 66166

Board Asset Number: _____

FROM: Public Library
Department Name

DEPT _____
Number

DATE: 11/3/15

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item <u>Book/Video Display</u>	Room #	Make
Model	Year	Serial Number <u>N/A</u>
Other Description:		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: Surplus

**** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

Explanation for Disposal: (required) Broken Shelves

Location: (required) Library

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commission: _____ Date _____

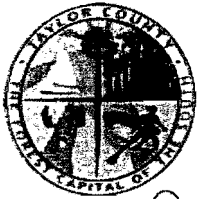
Department Head

Chairman Signature

County Administrator Approval

Date Removed From Asset Records _____

General Copeland
Fixed Assets Manager



DISPOSITION OF ASSET REPORT
TAYLOR COUNTY, FLORIDA

TO: BOARD OF COUNTY COMMISSIONERS

Clerk Asset Number: 6169

Board Asset Number: _____

FROM: Public Library
Department Name

DEPT _____
Number

DATE: 11/3/15

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item <u>Book / Video display</u>	Room #	Make
Model	Year	Serial Number <u>N/A</u>
Other Description:		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: Surplus

**** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

Explanation for Disposal: (required) Broken Shelves

Location: (required) Library

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commission: _____ Date _____

Department Head

Chairman Signature

County Administrator Approval

Date Removed From Asset Records

Fixed Assets Manager



DISPOSITION OF ASSET REPORT
TAYLOR COUNTY, FLORIDA

TO: BOARD OF COUNTY COMMISSIONERS

Clerk Asset Number: 6763

Board Asset Number: _____

FROM: DTIS

DEPT 0113

DATE: 3/14/16

Department Name

Number

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item CAR	Room #	Make CHEVY
Model IMPALA	Year	Serial Number 2G1WF55K0Y9350383
Other Description:		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: SURPLUS

**** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

Explanation for Disposal: (required) HIGH MAINTENANCE

Location: (required) PARKING

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commission: _____ Date _____

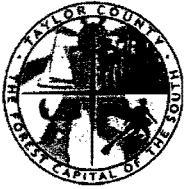
[Signature]
Department Head

[Signature]
Chairman Signature

[Signature]
County Administrator Approval

Date Removed From Asset Records

[Signature]
Fixed Assets Manager



DISPOSITION OF ASSET REPORT
TAYLOR COUNTY, FLORIDA
7049

TO: BOARD OF COUNTY COMMISSIONERS

Clerk Asset Number:

Board Asset Number:

FROM: DTIS

DEPT 0113

DATE: 2/1/2016

Department Name

Number

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item Microsoft Office 2007	Room #	Make
Model	Year	Serial Number
Other Description: Microsoft Office 2007 Quantity Ordered 7		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: Surplus

**** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

Explanation for Disposal: (required) no longer needed

Location: (required) FILES IN DTIS DEPT.

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commission: _____ Date _____

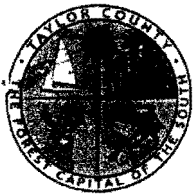
Sharon Copeland
Department Head

[Signature]
Chairman Signature

[Signature]
County Administrator Approval

Date Removed From Asset Records

Fixed Assets Manager



DISPOSITION OF ASSET REPORT
TAYLOR COUNTY, FLORIDA

TO: BOARD OF COUNTY COMMISSIONERS
FROM: Fire Rescue DEPT 0192 DATE: 3/1/2016
Department Name Number

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item	Room #	Make
Car	Station 1	Ford
Model	Year	Serial Number
Crown Victoria	2004	2FAHP71W94X134450
Other Description: Fire Dept. staff vehicle		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: surplus

**** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

Explanation for Disposal: (required) inoperable/replaced , repairs exceed value

Location: (required) FD Station 1

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commission: _____ Date _____

Department Head

Chairman Signature

County Administrator Approval

Date Removed From Asset Records

Fixed Assets Manager



DISPOSITION OF ASSET REPORT
TAYLOR COUNTY, FLORIDA

TO: BOARD OF COUNTY COMMISSIONERS

FROM: County Admin
Department Name

7468
Clerk Asset Number:

DEPT 0110
Number

Board Asset Number:

DATE: 3/14/15

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item <u>CAR</u>	Room #	Make <u>Chevy</u>
Model <u>Impala</u>	Year	Serial Number <u>2G1W755KX3930219</u>
Other Description:		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: <u>Surplus</u>	
** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.	
Explanation for Disposal: (required) <u>Costly Repair Blown Head Engine Basket</u>	
Location: (required) <u>Road department</u>	
APPROVED <input type="checkbox"/> DENIED <input type="checkbox"/> By the Taylor County Board of Commission: _____ Date _____	
<u>[Signature]</u> Department Head	<u>[Signature]</u> Chairman Signature <u>[Signature]</u> County Administrator Approval

Date Removed From Asset Records

[Signature]
Fixed Assets Manager

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO RECEIVE BIDS, SET FOR THIS DATE AT 6:00 P.M., OR AS SOON THEREAFTER AS POSSIBLE, FOR VOTING TABULATION SYSTEM HARDWARE AND SOFTWARE.

MEETING DATE REQUESTED:

MARCH 22, 2016

Statement of Issue: THE ORIGINAL BID DOCUMENT WAS APPROVED BY THE BOARD ON JANUARY 19, 2016.

Recommended Action:

Fiscal Impact:

Budgeted Expense:

Submitted By: COUNTY ADMINISTRATOR

Contact: 850-838-3500 X 7

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: FEDERAL AND STATE LAW DICTATE THE TYPE OF VOTING EQUIPMENT CERTIFIED FOR USE IN THE STATE OF FLORIDA. TAYLOR COUNTY'S VOTING EQUIPMENT MUST BE REPLACED IN ORDER TO COMPLY WITH STATE AND FEDERAL STATUTE. GRANT MONEY IS AVAILABLE TO HELP WITH SUCH PURCHASE IF MADE PRIOR TO JUNE 1, 2016.

Options:

Attachments:

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to receive bids at 6:05 p.m. for the purchase and installation of Hurricane Shutters on twelve (12) single family homes in Taylor County.

MEETING DATE REQUESTED:

March 22, 2016

Statement of Issue: The Board to receive bids at 6:05 p.m. for the purchase and installation of hurricane shutters on twelve (12) single family homes. These projects will be 100% funded with the Residential Construction Mitigation Program (RCMP) grant the County has been awarded.

Recommended Action: Board to receive bid. Bids to be awarded at the April 4, 2016 meeting.

Fiscal Impact: The projects will be 100% grant funded.

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The County received \$194,000 through the RCMP grant program to mitigate potential damage to homes resulting from severe weather. The twelve (12) homes currently under construction with CDBG and/or SHIP funds will have hurricane shutters installed with the RCMP grant funds. We are currently qualifying additional applicants for the program and will use the remaining funds for roofing projects.

Attachments: Not applicable at this time.

****The bid committee with be Jay Moseley with Government Services Group, and county staff Bill Roberts, and Melody Cox.**

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to hold the second of two public hearings at 6:10 pm to discuss and receive public input for the upcoming funding cycle for the Florida Boating Improvement Program (FBIP). The first public hearing was held at 6:15 p.m. March 7, 2016.

MEETING DATE REQUESTED:

March 22, 2016

Statement of Issue: The 2016 funding cycle for the FBIP grant program is currently open. Staff has recommended submitting grant application requesting funding assistance for the rehabilitation of the docking area at Steinhatchee Boat Ramp.

Recommended Action: Move forward with submitting grant application for the rehabilitation of the docking area at Steinhatchee Boat Ramp.

Fiscal Impact: The project has an estimated cost of \$288,000. The County would be required to provide a minimum cash match of 25% (\$72,000). If awarded the grant, 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: Not applicable

11

Cindy Mock

From: Margaret Dunn <margaret.dunn@taylorcountygov.com>
Sent: Monday, March 14, 2016 3:14 PM
To: Cindy Mock
Subject: Tax Certificates

Remember when we tabled the discussion about the 7 year old tax certificates that AMM was going to talk about? Well, we put it back on the agenda but there was no documentation for the BCC so they said they would have to talk about it again with the original documents that showed all the properties that she was referring to. She kept trying to tell them about certain properties and they had nothing to look at.

Can you put together (back together) the original docs so we can put it on this agenda with the complete package?
Thanks!!!

Margaret Dunn
Assistant County Administrator
Taylor County Board of County Commissioners
201 E Green Street, Perry, FL 32347
850-838-3500 Ext 7
850-843-6299 Cell

Did we copy the whole thing for
the Board last time?

MARK WIGGINS, TAX COLLECTOR
OFFICE OF THE TAX COLLECTOR

Taylor County • Post Office Box 30
Perry, Florida 32348-0030

Property Tax Office
Taylor County Courthouse

February 3, 2016

Phone 850-838-3580
Fax 850-838-3543

Board of County Commission
Taylor County Courthouse
Perry, Florida 32347
Attn: Honorable, Jody DeVane Chairman

Dear Mr. DeVane,

Pursuant to Chapter 197.492, Florida Statutes, the expiration of a delinquent tax certificate is seven (7) years from the date of issuance, unless tax deed application or other administrative or legal proceedings have begun on the property covered by the certificate.

Please be advised the attached list of County held tax certificates that were issued in May, 2009, will expire in May, 2016, unless the County exercises its option and begin the tax deed application proceedings. Attached you will find a listing of those certificates.

We have already mailed letters to the property owners advising them the tax deed process may begin if payment is not made by January 29, 2016. To begin the tax deed process for each certificate we will need the \$110.00 title search fee and an application fee of \$75.00. We will also need an application signed by you.

Of the 127 unpaid tax certificates held by the County from the 2009 certificate sale 51 cover Oil, Gas and Mineral Rights and six the County applied for tax deed, is on the List of Lands Available for Sale. If the County plans to begin this process please let me know as soon as possible, so that we can complete this work on a timely manner.

As always, if additional information is required, please do not hesitate to let us know.

Respectfully yours,



Mark Wiggins, Tax Collector

MW/be

Attachments



Forest Capital of the South



FOR: CINDY MOCK

MAPS

R05018-500

R05135-000

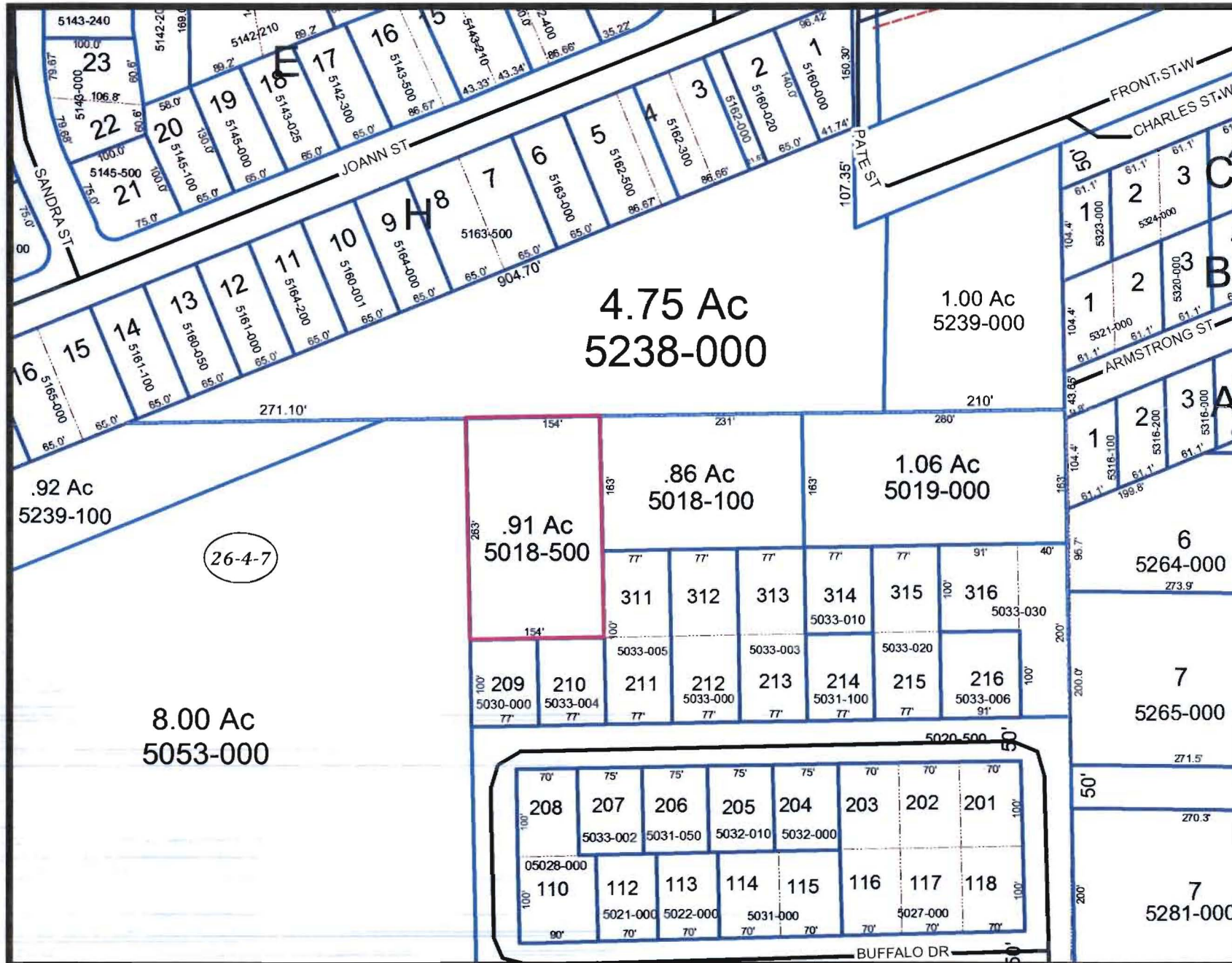
R05712-000

R05721-560



Bruce A. Ratliff
Taylor County Property Appraiser
For Assessment Purposes Only
www.taylorcountypa.com

Feet
12040



Legend

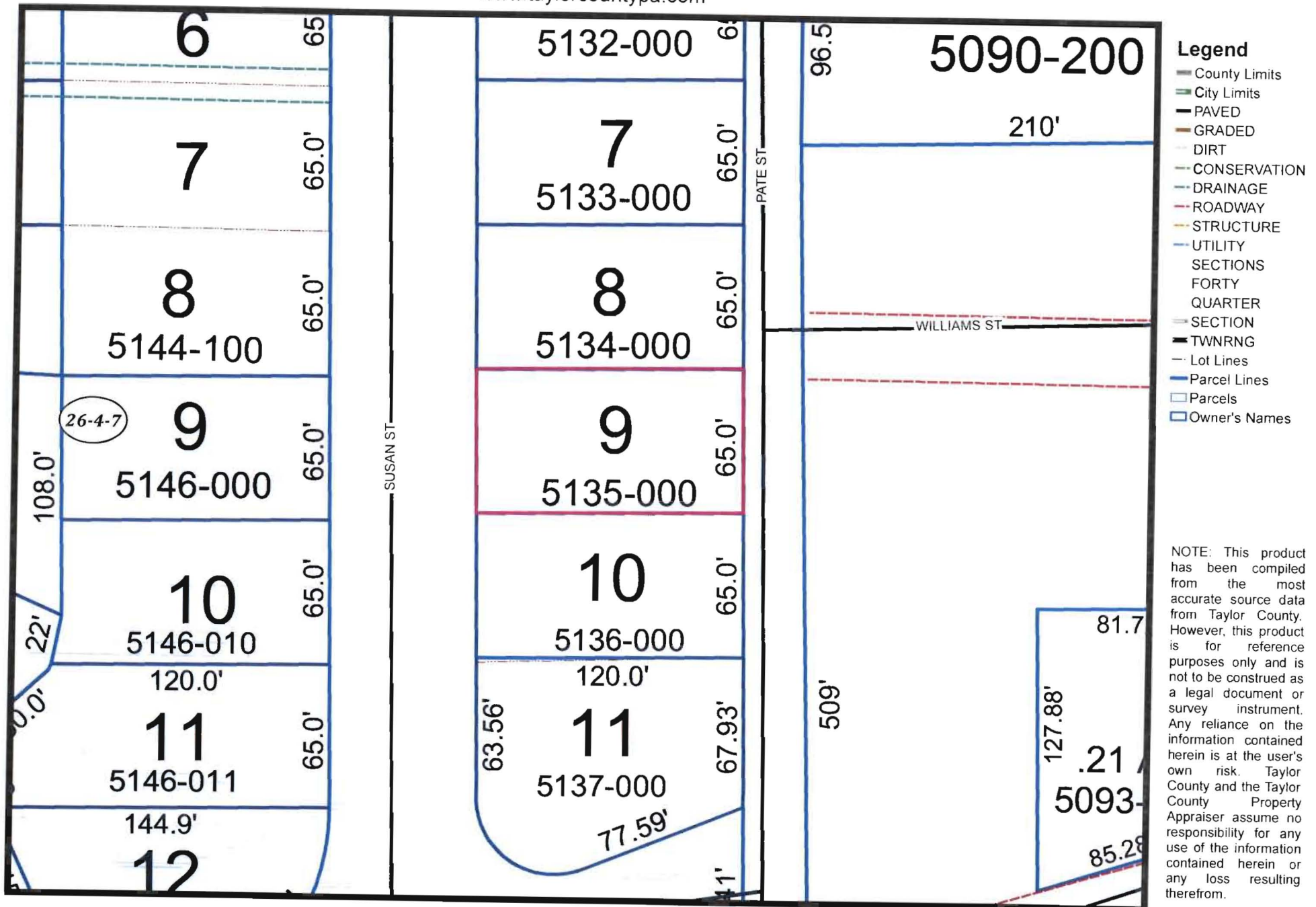
- County Limits
- City Limits
- PAVED
- GRADED
- DIRT
- CONSERVATION
- DRAINAGE
- ROADWAY
- STRUCTURE
- UTILITY
- SECTIONS
- FORTY
- QUARTER
- SECTION
- TWNRNG
- Lot Lines
- Parcel Lines
- Parcels
- Owner's Names

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



Bruce A. Ratliff
Taylor County Property Appraiser
For Assessment Purposes Only
www.taylorcountypa.com

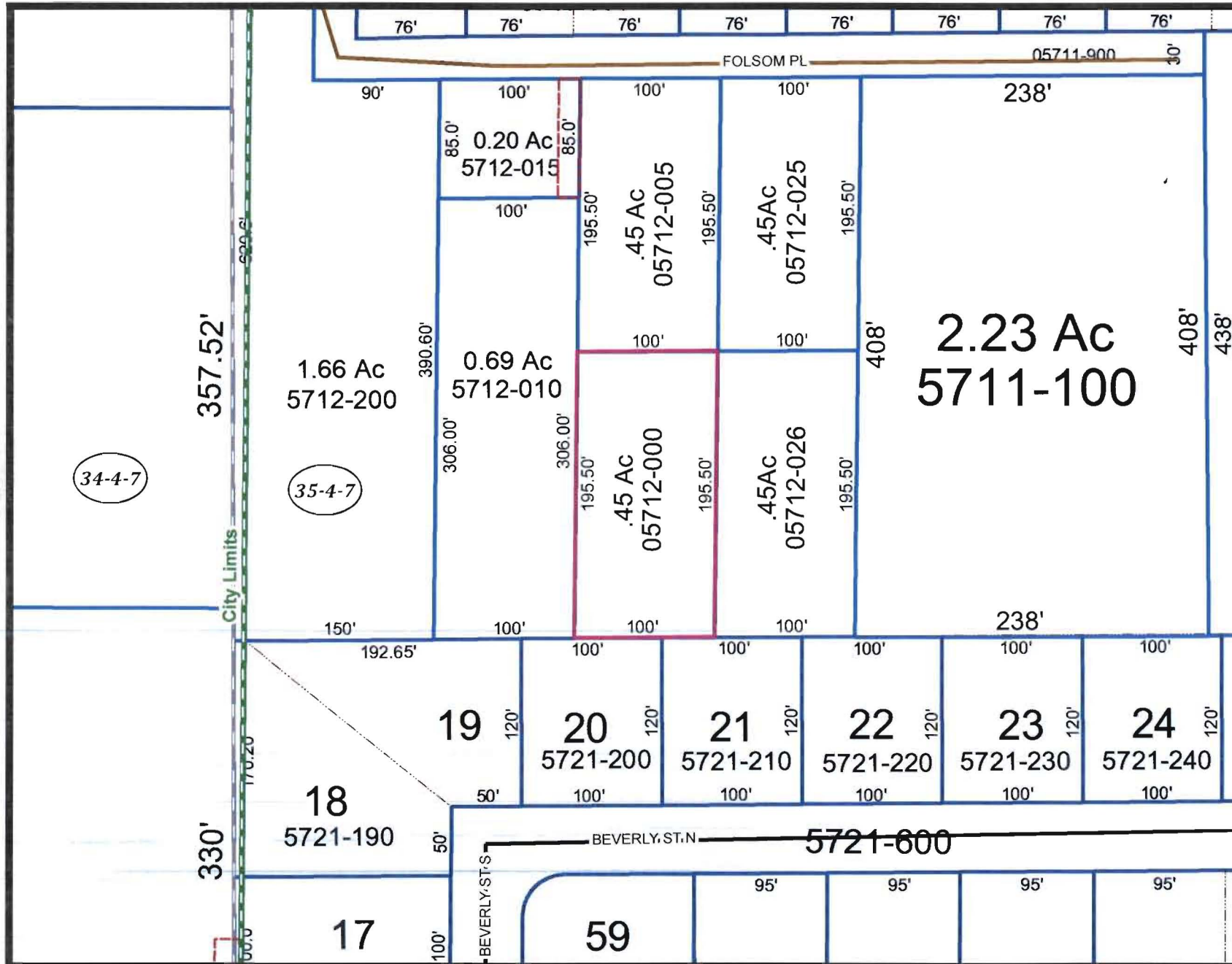
Feet
0 510 20





Bruce A. Ratliff
Taylor County Property Appraiser
For Assessment Purposes Only
www.taylorcountypa.com

Feet
0 20



Legend

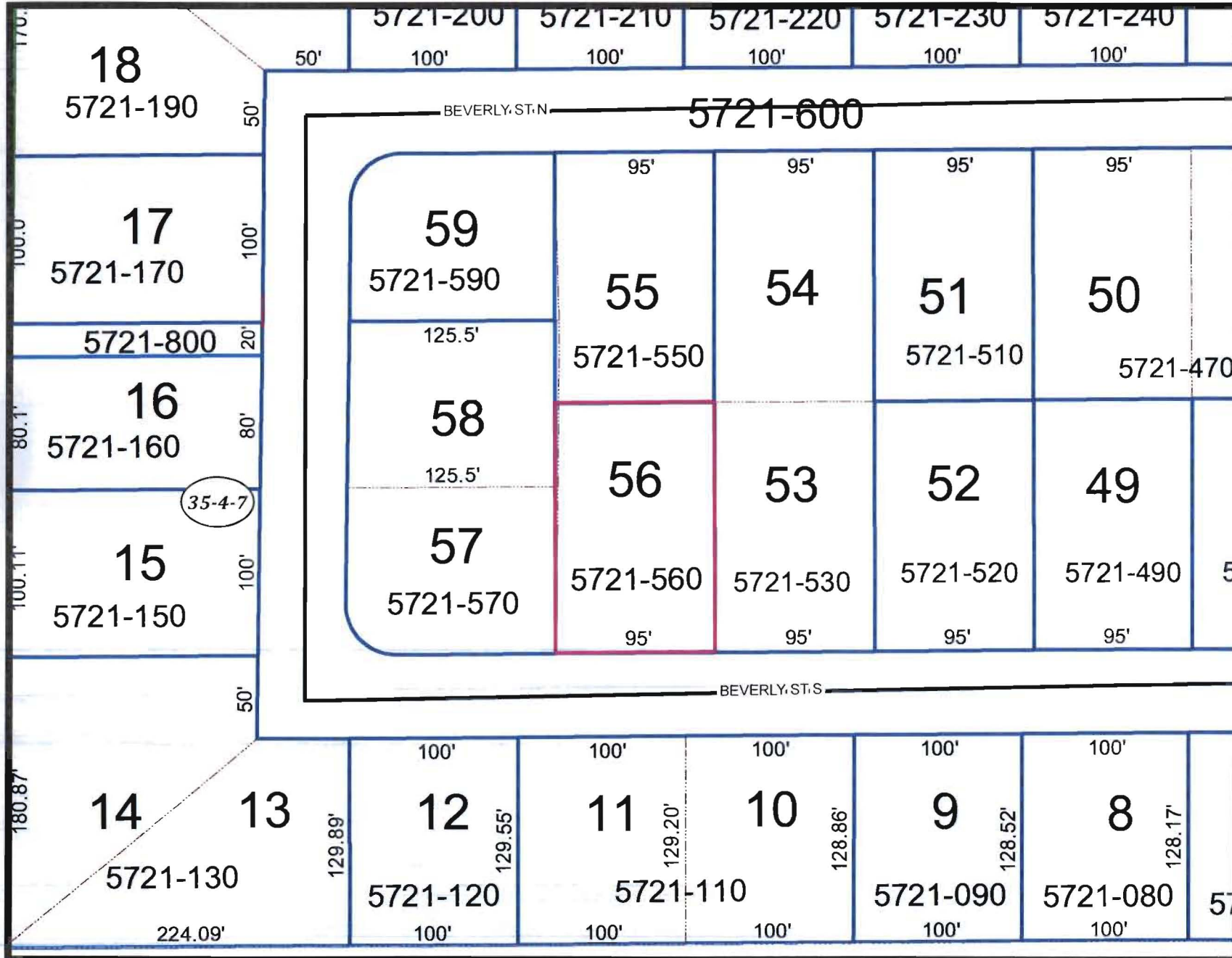
- County Limits
- City Limits
- PAVED
- GRADED
- DIRT
- CONSERVATION
- DRAINAGE
- ROADWAY
- STRUCTURE
- UTILITY
- SECTIONS
- FORTY
- QUARTER
- SECTION
- TWN RNG
- Lot Lines
- Parcel Lines
- Parcels
- Owner's Names

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



Bruce A. Ratliff
Taylor County Property Appraiser
For Assessment Purposes Only
www.taylorcountypa.com

Feet
0.918



Legend

- County Limits
- City Limits
- PAVED
- GRADED
- DIRT
- CONSERVATION
- DRAINAGE
- ROADWAY
- STRUCTURE
- UTILITY
- SECTIONS
- FORTY
- QUARTER
- SECTION
- TWNRNG
- Lot Lines
- Parcel Lines
- Parcels
- Owner's Names

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

Account/Geo No.	Cert/Folio No.	Value	Face Amount	Bid %	Payment Information
0099999	COUNTY HELD CERTIFICATE				
R04958-000	2009	484.000	1,158	\$57.74	18.000
260407-04958000	2008	106489.0000			
Owner Info:	WILLIAMS LORENE C/O LESSIE M WASHINGTON 1155 PINECREST ST PERRY FL 32347 A B MCRAE ADD LOT 17 BLK 14				
R05018-500	2009	496.000	4,000	\$115.98	18.000
260407-05018500	2008	106559.0000			
	WILLIAMS TOMMY V 207 KATHLEEN RD PERRY FL 32348 .91 ACRE THE W 154 FT OF THE N 263 FT OF E 1/2 OF SW 1/4 OF SW 1/4 OR 562-294				
R05030-000	2009	500.000	2,307	\$81.29	18.000
260407-05030000	2008	106572.0000			
	WILLIAMS TOMMY V 207 KATHLEEN RD PERRY FL 32348 BELAIR MANOR SUB URS LOT 209 DESC AS COM SW CR SE 1/4 OF SW 1/4 TH N 963 FT FOR POB TH E 77 FT N 100 FT W 77 FT S 100 FT TO POB OR 562-294				
R05033-010	2009	501.000	2,102	\$77.09	18.000
260407-05033010	2008	106586.0000			
	WILLIAMS TOMMY V 207 KATHLEEN RD PERRY FL 32348 BELAIR MANOR URS LOT 314 OR 562-294				
R05060-000	2009	504.000	885	\$52.13	18.000
260407-05060000	2008	106627.0000			
	STEADMAN JEROME E 222 SWEETWATER CIRCLE A MABLETON GA 30126				

Account/Geo No.	Cert/Folio No.	Value	Face Amount	Bid %	Payment Information
0099999	COUNTY HELD CERTIFICATE				
	COM AT NE COR OF SW 1/4 OF NE 1/4 RUN S 20 FT W 770 FT S 120 FT FOR POB RUN W 50 FT S 90 FT E 50 FT N 90 FT OR 388-55				
R05135-000	2009	521.000	4,384	\$123.86	18.000
260407-05135000	2008	106724.0000			
	PAGE THOMAS H ETAL 7091 RIVER RD LIVE OAK FL 30360 SPRING LAKE HGTS LOT 9 BLK D OR 269-352				
R05152-000	2009	528.000	1,638	\$67.57	18.000
260407-05152000	2008	106761.0000			
	SPERR CONNIE C 1855 SW 87TH PL OCALA FL 34476 SPRING LAKE HGTS LOT 2 LESS A TRIANGLE IN SE COR OR 363-27				
R05173-000	2009	540.000	1,005	\$54.60	18.000
260407-05173000	2008	106809.0000			
	WILLIAMS WILLIE L 134 NORTON ST ROCHESTER NY 14621 B V D ADD LOT 1 BLK 1 OR 244-904				
R05173-100	2009	541.000	1,005	\$54.60	18.000
260407-05173100	2008	106810.0000			
	WILLIAMS WILLIE LEE 134 NORTON ST ROCHESTER NY 14621 B V D ADD LOT 2 BLK 1				
R05175-000	2009	542.000	914	\$52.73	18.000
260407-05175000	2008	106812.0000			
	MOYD CHARLIE C/O BENJAMIN MOYD 100 5TH ST PERRY FL 32348 B V D ADD LOT 4 BLK 1				

Account/Geo No.	Cert/Folio No.	Value	Face Amount	Bid %	Payment Information
0099999	COUNTY HELD CERTIFICATE				
	052000 ACRES				
	520 ACRES				
	MINERAL RIGHTS				
	19/72 INT IN OGM RGTS IN E				
	1/2 & NW 1/4 & SE 1/4 OF				
	SW 1/4 DB 52-197				
	OR 117-221				
	W 1/2 OR 106-598 123-745				
R05712-000	2009	646.000	4,000	\$115.98	18.000
350407-05712000	2008	107580.0000			
	GLANTON ROBERT				
	309 FOLSOM PL				
	PERRY FL 32348				
	.45 ACRE				
	COM NW COR SECT TH S 255 FT TH E				
	250 FT TH S 195.5 FT FOR POB TH				
	195.5 FT E 100 FT N 195.5 FT W				
	100 FT TO POB				
	TOGETHER WITH 30 FT ESMT				
	OR 481-24				
R05712-005	2009	647.000	43,609	\$771.06	18.000
350407-05712005	2008	107582.0000			
	WILLIAMS VICTORIA D				
	170 2 FOLSOM ST				
	PERRY FL 32348				
	.45 ACRE				
	COM NW OF SECT RUN SLY 255 FT TH				
	ELY 250 FT FOR POB TH SLY 195.5				
	ELY 100 FT NLY 195.5 FT WLY 100				
	TO POB				
	SUBJ TO 30 FT ESMT				
	OR 565-483				
R05720-200	2009	657.000	2,508	\$85.40	18.000
350407-05720200	2008	107612.0000			
	BLASKE LOUIS E SR				
	802 GRASY AVE				
	APT 1				
	CARABELLE FL 32322				

List of Lands
 *** APPLICATION INFO ***
 APPL TYPE: APPLIED
 DATE APPLIED: 06.12.2014
 RECEIPT: 1311435.0040
 AMOUNT: \$75.00
 APPLICANT: 0099999

Account/Geo No.	Cert/Folio No.	Value	Face Amount	Bid %	Payment Information
0099999	COUNTY HELD CERTIFICATE				
	BELAIR HEIGHTS SUB URS				
	LOT 508 DESC AS: COM NW COR				
	SECT RUN S ALG SECT LN 25				
	FT TH ELY PAR TO N SECT LN				
	546 FT SLY PAR TO W SECT LN				
	100 FT TO POB TH ELY PAR TO				
	N SECT LN 76 FT SLY PAR TO				
	W SECT LN 100 FT WLY PAR TO				
	N SECT LN 76 FT NLY PAR TO				
	W SECT LN 100 FT TO POB				
	OR 545-868				
R05721-560	2009	665.000	4,500	\$126.24	18.000
350407-05721560	2008	107653.0000			
	GLANTON OLLIE M				
	120 S BEVERLY ST				
	PERRY FL 32348				
	BEVERLY ESTATES SUB URS				
	LOT 56 DESC AS:				
	COM NW COR SECT RUN E ALG CL FOL				
	ST 1288 FT S 00D 14M 25S W 650.8				
	FT S 00D 21M 40S W 470 FT N 89D				
	20S W 882.5 FT FOR POB TH N 00D				
	40S E 150 FT N 89D 34M 20S W 95				
	S 00D 21M 40S W 150 FT S 89D 34M				
	20S E 95 FT TO POB				
	OR 251-519				
R05787-000	2009	683.000	2,900	\$93.44	18.000
360407-05787000	2008	107877.0000			
	PARKER L E & H F MITCHELL				
	206 CLAIRE DR				
	PERRY FL 32348				
	.29 ACRE				
	COM SW COR OF SW 1/4 OF NW 1/4 R				
	N 00D 37M 04S E 739.81 FT S 88D				
	53S E 480.19 FT FOR POB TH S 88D				
	M 53S E 109.43 FT S 400 FT N 88D				
	M 54S W 25 FT N 380 FT W 84.43 F				
	N 30 FT TO POB				
R05799-550	2009	686.000	1,000	\$54.51	18.000
360407-05799550	2008	107967.0000			
	PUCKETT J E				
	UNKNOWN ADDRESS				
	WINTER HAVEN FL 33884				

Account/Geo No.	Cert/Folio No.	Value	Face Amount	Bid %	Payment Information
0099999 COUNTY HELD CERTIFICATE					
PERRY FL 32347					
R01301-100	2009 22.000	1,440	\$58.34	18.000	
200405-01301100	2008 100826.0000				
Owner Info: HENDERSON S W JR					
P O BOX 1365					
LUFKIN TX 75902					
064000 ACRES					
640 ACRES					
MINERAL RIGHTS					
3/8 INT IN OGM RGTS IN					
SECTION LB R-18 OR					
116-672					
R01302-100	2009 23.000	1,440	\$58.34	18.000	
210405-01302100	2008 100832.0000				
HENDERSON S W JR					
P O BOX 1365					
LUFKIN TX 75902					
064000 ACRES					
640 ACRES					
MINERAL RIGHTS					
3/8 INT IN OGM RGTS IN					
SECTION LB R-18 OR					
116-672					
R01303-100	2009 24.000	1,440	\$58.34	18.000	
220405-01303100	2008 100838.0000				
HENDERSON S W JR					
P O BOX 1365					
LUFKIN TX 75902					
064000 ACRES					
640 ACRES					
MINERAL RIGHTS					
3/8 INT IN OGM RGTS IN					
SECTION LB R-18 OR					
116-672					
R01304-100	2009 25.000	1,440	\$58.34	18.000	
230405-01304100	2008 100844.0000				
HENDERSON S W JR					
P O BOX 1365					
LUFKIN TX 75902					
064000 ACRES					
640 ACRES					
MINERAL RIGHTS					
3/8 INT IN OGM RGTS IN					
SECTION LB R-18 OR					
116-672					

Account/Geo No.	Cert/Folio No.	Value	Face Amount	Bid %	Payment Information
0099999	COUNTY HELD CERTIFICATE				
R01305-100	2009 26.000	1,440	\$58.34	18.000	
240405-01305100	2008 100850.0000				
Owner Info:	HENDERSON S W JR P O BOX 1365 LUFKIN TX 75902 064000 ACRES 640 ACRES MINERAL RIGHTS 3/8 INT IN OGM RGTS IN SECTION LB R-18 OR 116-672				
R01306-100	2009 27.000	1,440	\$58.34	18.000	
250405-01306100	2008 100856.0000				
	HENDERSON S W JR P O BOX 1365 LUFKIN TX 75902 064000 ACRES 640 ACRES MINERAL RIGHTS 3/8 INT IN OGM RGTS IN SECTION LB R-18 OR 116-672				
R01307-100	2009 28.000	1,440	\$58.34	18.000	
260405-01307100	2008 100862.0000				
	HENDERSON S W JR P O BOX 1365 LUFKIN TX 75902 064000 ACRES 640 ACRES MINERAL RIGHTS 3/8 INT IN OGM RGTS IN SECTION LB R-18 OR 116-672				
R01308-100	2009 29.000	1,440	\$58.34	18.000	
270405-01308100	2008 100868.0000				
	HENDERSON S W JR P O BOX 1365 LUFKIN TX 75902 064000 ACRES 640 ACRES MINERAL RIGHTS 3/8 INT IN OGM RGTS IN SECTION LB R-18 OR 116-672				
R01309-100	2009 30.000	1,440	\$58.34	18.000	
280405-01309100	2008 100874.0000				

Account/Geo No.	Cert/Folio No.	Value	Face Amount	Bid %	Payment Information
0099999	COUNTY HELD CERTIFICATE				
Owner Info:	HENDERSON S W JR P O BOX 1365 LUFKIN TX 75902 064000 ACRES 640 ACRES MINERAL RIGHTS 3/8 INT IN OGM RGTS IN SECTION LB R-18 OR 116-672				
R01310-100	2009	31.000	1,440	\$58.34	18.000
290405-01310100	2008	100880.0000			
	HENDERSON S W JR P O BOX 1365 LUFKIN TX 75902 064000 ACRES 640 ACRES MINERAL RIGHTS 3/8 INT IN OGM RGTS IN SECTION LB R-18 OR 116-672				
R01311-200	2009	32.000	1,170	\$53.76	18.000
300405-01311200	2008	100888.0000			
	HENDERSON S W JR P O BOX 1365 LUFKIN TX 75902 052000 ACRES 520 ACRES MINERAL RIGHTS 3/8 INT IN OGM RGTS IN N 1/2 SW 1/4 & NW 1/4 OF SE 1/4 LB R-18 OR 116-672				
R01320-100	2009	33.000	720	\$46.18	18.000
030505-01320100	2008	100907.0000			
	HENDERSON S W JR P O BOX 1365 LUFKIN TX 75902 032000 ACRES 320 ACRES MINERAL RIGHTS 3/8 INT IN OGM RGTS IN S 1/2 LB R-18 OR 116-672				
R01333-100	2009	34.000	720	\$46.18	18.000
150505-01333100	2008	100928.0000			
	HENDERSON S W JR P O BOX 1365				

Account/Geo No.	Cert/Folio No.	Value	Face Amount	Bid %	Payment Information
0099999	COUNTY HELD CERTIFICATE				
	LUFKIN TX 75902				
	064000 ACRES				
	640 ACRES				
	MINERAL RIGHTS				
	3/8 INT IN OGM RGTS IN				
	SECTION LB R-18 OR				
	116-672				
R01590-100	2009 46.000	1,440	\$58.34	18.000	
060506-01590100	2008 101396.0000				
	HENDERSON S W JR				
	P O BOX 1365				
	LUFKIN TX 75902				
	064000 ACRES				
	640 ACRES				
	MINERAL RIGHTS				
	3/8 INT IN OGM RGTS IN				
	SECTION LB R-18 OR				
	116-672				
R01601-200	2009 48.000	1,350	\$56.81	18.000	
110506-01601200	2008 101426.0000				
	HENDERSON S W JR				
	P O BOX 1365				
	LUFKIN TX 75902				
	060000 ACRES				
	600 ACRES				
	MINERAL RIGHTS				
	3/8 INT IN OGM RGTS IN				
	SECTION LESS NW 1/4 OF				
	NW 1/4 LB				
	R-18 OR 116-672				
R01601-400	2009 49.000	1,800	\$64.42	18.000	
110506-01601400	2008 101428.0000				
	SNOW ANNE ETAL				
	1255 STONEWALL				
	NEW BRAUNFELS TX 78130				
	060000 ACRES				
	MINERAL RIGHTS				
	UNDIVIDED 1/2 INT IN OGM RGTS				
	IN ALL SECTION LESS NW 1/4 OF				
	NW 1/4				
R01605-200	2009 50.000	1,440	\$58.34	18.000	
120506-01605200	2008 101432.0000				
	HENDERSON S W JR				
	P O BOX 1365				
	LUFKIN TX 75902				

Account/Geo No.	Cert/Folio No.	Value	Face Amount	Bid %	Payment Information
0099999	COUNTY HELD CERTIFICATE				
	064000 ACRES				
	640 ACRES				
	MINERAL RIGHTS				
	3/8 INT IN OGM RGTS IN				
	SECTION LB R-18 OR				
	116-672				
R01605-400	2009	51.000	1,920	\$66.45	18.000
120506-01605400	2008	101434.0000			
	SNOW ANNE ETAL				
	1255 STONEWALL				
	NEW BRAUNFELS TX 78130				
	064000 ACRES				
	MINERAL RIGHTS				
	UNDIVIDED 1/2 INT IN OGM RGTS				
	IN ALL SECTION				
R01606-100	2009	52.000	1,080	\$52.26	18.000
130506-01606100	2008	101436.0000			
	HENDERSON S W JR				
	P O BOX 1365				
	LUFKIN TX 75902				
	048000 ACRES				
	480 ACRES				
	MINERAL RIGHTS				
	3/8 INT IN OGM RGTS IN				
	SECTION LESS SW 1/4				
	LB R-18 OR 116-672				
R01613-200	2009	53.000	864	\$48.62	18.000
140506-01613200	2008	101449.0000			
	HENDERSON S W JR				
	P O BOX 1365				
	LUFKIN TX 75902				
	038400 ACRES				
	384 ACRES				
	MINERAL RIGHTS				
	3/8 INT IN OGM RGTS IN N				
	1/2 LESS 16 AC IN NE 1/4				
	& LESS W 1/2 OF NW 1/4 OF				
	NW 1/4 N 1/2 OF SW 1/4 & N				
	1/2 OF SW 1/4 OF SE 1/4 OR				
	116-672				
R01613-400	2009	54.000	732	\$46.36	18.000
140506-01613400	2008	101451.0000			
	SNOW ANNE ETAL				
	1255 STONEWALL				
	NEW BRAUNFELS TX 78130				

Account/Geo No.	Cert/Folio No.	Value	Face Amount	Bid %	Payment Information
0099999	COUNTY HELD CERTIFICATE				
	024400 ACRES				
	MINERAL RIGHTS				
	UNDIVIDED 1/2 INT IN OGM				
	RGTS IN N 1/2 LESS 9 AC IN				
	SW COR SE 1/4 OF NE 1/4 & LESS				
	7 AC IN SE COR OF SW 1/4 OF				
	NE 1/4 & LESS W 1/2 OF NW 1/4				
	OF NW 1/4 & LESS SW 1/4 OF				
	NW 1/4				
R01624-200	2009	59.000	652	\$45.03	18.000
150506-01624200	2008	101514.0000			
	HENDERSON S W JR				
	P O BOX 1365				
	LUFKIN TX 75902				
	029000 ACRES				
	290 ACRES				
	MINERAL RIGHTS				
	3/8 INT IN OGM RGTS IN S				
	1/2 OF NE 1/4 N 1/2 OF NE				
	1/4 OF NW 1/4 SE 1/4 OF				
	SW 1/4 & SE 1/4				
	LB R-18 OR 116-672				
R01624-400	2009	60.000	810	\$47.69	18.000
150506-01624400	2008	101516.0000			
	SNOW ANNE ETAL				
	1255 STONEWALL				
	NEW BRAUNFELS TX 78130				
	027000 ACRES				
	MINERAL RIGHTS				
	UNDIVIDED 1/2 INT IN OGM				
	RGTS IN N 1/2 OF N 1/2 OF NE				
	1/4 OF NW 1/4 S 1/2 OF NE 1/4				
	N 1/2 OF SE 1/4 SE 1/4 OF SE				
	1/4 SE 1/4 OF SW 1/4 S 1/2 OF				
	SW 1/4 OF SE 1/4				
R01630-100	2009	61.000	1,440	\$58.34	18.000
180506-01630100	2008	101532.0000			
	HENDERSON S W JR				
	P O BOX 1365				
	LUFKIN TX 75902				
	064000 ACRES				
	640 ACRES				
	MINERAL RIGHTS				
	3/8 INT IN OGM RGTS IN				
	SECTION LB R-18 OR				
	116-672				
R01654-100	2009	65.000	480	\$42.13	18.000
240506-01654100	2008	101580.0000			

Account/Geo No.	Cert/Folio No.	Value	Face Amount	Bid %	Payment Information
0099999	COUNTY HELD CERTIFICATE				
Owner Info:	HENDERSON S W JR ET UX & P O BOX 1365 LUFKIN TX 75902 016000 ACRES 160 ACRES MINERAL RIGHTS 1/2 INT IN OGM RGTS IN W 1/2 OF E 1/2 DB 57-109 OR 116-678				
R01658-100	2009 66.000	360	\$40.08	18.000	
250506-01658100	2008 101584.0000 HENDERSON S W JR ET UX & P O BOX 1365 LUFKIN TX 75902 012000 ACRES 120 ACRES MINERAL RIGHTS 1/2 INT IN OGM RGTS IN SW 1/4 OF NW1/4 & W 1/2 OF SW 1/4 DB 57-109 OR 116-678				
R01662-100	2009 67.000	840	\$48.20	18.000	
260506-01662100	2008 101588.0000 HENDERSON S W JR ET UX & P O BOX 1365 LUFKIN TX 75902 028000 ACRES 280 ACRES MINERAL RIGHTS 1/2 INT IN OGM RGTS IN SE 1/4 OF NE1/4 N 1/2 OF NW 1/4 SE 1/4 OF SW 1/4 SW 1/4 OF SE 1/4 & E 1/2 OF SE 1/4 DB 57-109 OR 116-678				
R01663-100	2009 68.000	1,320	\$56.30	18.000	
270506-01663100	2008 101590.0000 HENDERSON S W JR ET UX & P O BOX 1365 LUFKIN TX 75902				

Account/Geo No.	Cert/Folio No.	Value	Face Amount	Bid %	Payment Information
0099999	COUNTY HELD CERTIFICATE				
	044000 ACRES				
	440 ACRES				
	MINERAL RIGHTS				
	1/2 INT IN OGM RGTS IN E				
	1/2 OF NE 1/4 NW 1/4 OF NE				
	1/4 E 1/2 OF NW 1/4 NW 1/4				
	OF NW 1/4 S 1/2 OF SW 1/4				
	W/2 OF SE/4 & SE/4 OF SE/4				
	116-678				
R01677-100	2009	70.000	1,440	\$58.34	18.000
320506-01677100	2008	101614.0000			
	HENDERSON S W JR				
	P O BOX 1365				
	LUFKIN TX 75902				
	064000 ACRES				
	640 ACRES				
	MINERAL RIGHTS				
	3/8 INT IN OGM RGTS IN				
	SECTION LB R-18 OR				
	116-672				
R01678-100	2009	71.000	1,440	\$58.34	18.000
330506-01678100	2008	101620.0000			
	HENDERSON S W JR				
	P O BOX 1365				
	LUFKIN TX 75902				
	064000 ACRES				
	640 ACRES				
	MINERAL RIGHTS				
	3/8 INT IN OGM RGTS IN				
	SECTION LB R-18 OR				
	116-672				
R01680-000	2009	72.000	960	\$50.22	18.000
340506-01680000	2008	101627.0000			
	HENDERSON S W JR ET UX &				
	P O BOX 1365				
	LUFKIN TX 75902				
	032000 ACRES				
	320 ACRES				
	MINERAL RIGHTS				
	1/2 INT IN OGM RGTS IN NE				
	1/4 OF NE 1/4 W 1/2 OF NE				
	1/4 E 1/2 OF NW 1/4 E 1/2				
	OF SE 1/4 & NW 1/4 OF SE				
	1/4 DB 57-109 OR 116-678				
R01681-100	2009	73.000	1,560	\$60.38	18.000
350506-01681100	2008	101629.0000			
	HENDERSON S W JR ET UX &				

Account/Geo No.	Cert/Folio No.	Value	Face Amount	Bid %	Payment Information
0099999	COUNTY HELD CERTIFICATE				
	P O BOX 1365 LUFKIN TX 75902 052000 ACRES 520 ACRES MINERAL RIGHTS 1/2 INT IN OGM RGTS IN NE 1/4 E 1/2 OF NW 1/4 SW 1/4 E 1/2 OF SE 1/4 & SW 1/4 OF SE 1/4 DB 57-109 OR 116-679				
R01682-100	2009	74.000	480	\$42.13	18.000
360506-01682100	2008	101633.0000			
	HENDERSON S W JR ET UX & P O BOX 1365 LUFKIN TX 75902 016000 ACRES 160 ACRES MINERAL RIGHTS 1/2 INT IN OGM RGTS IN W 1/2 OF W 1/2 DB 57-109 OR 116-678				
R01683-100	2009	75.000	840	\$48.20	18.000
010606-01683100	2008	101635.0000			
	HENDERSON S W JR ET UX & P O BOX 1365 LUFKIN TX 75902 028000 ACRES 280 ACRES MINERAL RIGHTS 1/2 INT IN OGM RGTS IN NW 1/4 OF NE 1/4 S 1/2 OF NE 1/4 & NW 1/4 DB 57-109 OR 116-678				
R01687-000	2009	76.000	517	\$42.74	18.000
020606-01687000	2008	101640.0000			
	HENDERSON S W JR ET UX & P O BOX 1365 LUFKIN TX 75902 017250 ACRES 172.5 ACRES MINERAL RIGHTS 1/2 INT IN OGM RGTS IN N/2 OF NE/4 LESS W/2 OF SW/4 OF NW/4 OF NE/4 N/2 OF NW/4 LESS SE/4 OF NE/4 OF NE/4 OF NW/4 W/2 OF SE/4 OF NW/4 116-678				

Account/Geo No.	Cert/Folio No.	Value	Face Amount	Bid %	Payment Information
0099999	COUNTY HELD CERTIFICATE				
R02101-000	2009 180.000	500	\$42.45	18.000	
020407-02101000	2008 102725.0000				
Owner Info:	FOLSOM IMA JEAN K & WENTWORTH JUDY K 3549 AZALEA DR PERRY FL 32347 1.17 ACRES COM SE COR OF SECT RUN N 0D 06M E 436.53 FT S 88D 59M 42S W 40 F FOR POB TH S 88D 59M 42S W 210 F N 80D 31M 33S W 648.51 FT S 0D 0 41S W 60 FT S 80D 31M 33S E 648. FT N 88D 59M 42S E 210 FT N 0D 0 41S E 60 FT TO POB OR 288-189				
R02452-010	2009 241.000	750	\$46.67	18.000	
130407-02452010	2008 103495.0000				
	BIRD H F C/O ROBIN COLLINS P O BOX 882 PERRY FL 32348 .25 ACRES COM SI: COR OF SW 1/4 OF NW 1/4 R N 150 FT SW 212.1 FT E 150 FT TO POB DB 33-375				
R02929-000	2009 292.000	1,500	\$59.35	18.000	
220407-02929000	2008 104341.0000				
	CORLEY JAMES W 6 MCKENZIE PLACE SOPCHOPPY FL 32358 .40 ACRES BEG AT POINT ON S LINE OF SR S-356 704 FT S & 440 FT E OF NW COR OF SE 1/4 OF NW 1/4 RUN E ALG RD 84 FT S 210 FT W 84 FT N 210 FT TO POB OR 343-454 NOTE EXTERIOR WALL TYPE 01				
R03078-400	2009 300.000	5,500	\$146.73	18.000	
230407-03078400	2008 104522.0000				
	ZAMPERINI JASON				

List of Lands

*** APPLICATION INFO ***
 APPL TYPE: APPLIED
 DATE APPLIED: 06.12.2014
 RECEIPT: 1311435.0029
 AMOUNT: \$75.00
 APPLICANT: 0099999

Account/Geo No.	Cert/Folio No.	Value	Face Amount	Bid %	Payment Information
0099999	COUNTY HELD CERTIFICATE				
	4558 BROOK DRIVE W PALM BEACH FL 33417 EL RANCHO SUB LOT 7 BLK A OR 576-138				
R03122-000	2009 307.000	1,775	\$70.38	18.000	
230407-03122000	2008 104609.0000				
	MCINTYRE PETER M III ETAL 611 MONTCLAIR COLLEGE STATION TX 77840 .50 ACRE COM NE COR OF NE 1/4 OF SE 1/4 R W 523.5 FT FOR POB TH S 365.7 FT NE RW LEON ST TH W 65 FT N 365.7 E 65 FT TO POB OR 200-769 & 369-820				
R03181-000	2009 317.000	1,212	\$58.84	18.000	
230407-03181000	2008 104678.0000				
	BROWN W N 1251 FERDINAND ST DETROIT MI 48209 WEST BROOKLYN SUB LT 13 BLK 49				
R03209-000	2009 320.000	1,446	\$63.64	18.000	
230407-03209000	2008 104710.0000				
	JAY MALCOM CHAS P O BOX 724 PERRY FL 32348 WEST BROOKLYN SUB W 50 FT OF LOT 6 BLK 51 DESC AS: COM SW COR BLK 55 J C CURLS S TH 130.5 FT FOR POB TH W 50 FT N 11 FT E 50 FT S 115.5 FT TO POB OR 151-536				
R03507-000	2009 337.000	6,325	\$163.64	18.000	
240407-03507000	2008 105023.0000				
	CELESTIN JEROME C/O MACKENSON CELESTIN 1120 NW 104 ST MIAMI FL 33150				

List of Lands

*** APPLICATION INFO ***
 APPL TYPE: APPLIED
 DATE APPLIED: 06.12.2014
 RECEIPT: 1311435.0016
 AMOUNT: \$75.00
 APPLICANT: 0099999

Account/Geo No.	Cert/Folio No.	Value	Face Amount	Bid %	Payment Information
0099999	COUNTY HELD CERTIFICATE				
	J C CALHOUN LT 1 BLK 39 OR 561-591				
R03602-000	2009	345.000	1,248	\$59.58	18.000
240407-03602000	2008	105116.0000			
	BOSTON PEGGY 2310 MAFIEL DR MACON GA 31211 SUNNY SIDE ADD LOT 2 OR 243-664				
R03624-000	2009	352.000	1,569	\$66.16	18.000
240407-03624000	2008	105139.0000			
	HIGHTOWER WILLIE J 907 W UNION ST PERRY FL 32348 J C CURLS S COM SW COR LOT 11 OF SUNNYSIDE ADD TH N 190 FT TO POB TH E 115.5 FT TO PT 30 FT N OF NE COR LOT 11 TH N 220 FT M/L TO S BK SPRING CRK TH NW ALG SD BK 115.5 FT TO E R/W ALSTON ST TH S ALG R/W 210 FT TO POB OR 309-873 SUBJ TO LIFE ESTATE IN OR 312-35 DC 424-66				
R03698-000	2009	361.000	1,000	\$54.51	18.000
240407-03698000	2008	105214.0000			
	DAVIS PAMPY UNKNOWN ADDRESS PERRY FL 32347 .13 ACRE COM SE COR OF NE 1/4 OF NW 1/4 R N 160 YDS W 140 YDS N 35 YDS FOR POB TH N 55 FT TO S RW RICHMOND TH E 105 FT S 55 FT W 105 FT TO DB Y-268				
R03699-000	2009	362.000	1,000	\$54.51	18.000
240407-03699000	2008	105215.0000			
	LUSTER WILL & ELLA UNKNOWN ADDRESS PERRY FL 32347				

Account/Geo No.	Cert/Folio No.	Value	Face Amount	Bid %	Payment Information
0099999	COUNTY HELD CERTIFICATE				
	.13 ACRE COM 160 YDS N & 140 YDS W OF SE OF NE 1/4 OF NW 1/4 RUN N 35 YDS FOR POB TH N 56 FT TO S RW RICHM ST TH E ALG RICHMOND ST 105 FT T S 55 FT TH W TO POB DB 2-342				
R03700-000	2009	363.000	1,000	\$54.51	18.000
240407-03700000	2008	105216.0000			
	MCRAE WILL UNKNOWN ADDRESS PERRY FL 32347 .05 ACRE COM SE COR OF NE 1/4 OF NW 1/4 R N 16 YDS W 175 YDS N 38 1/3 YDS FOR POB TH W 105 FT N 45 FT E 10 FT S 45 FT TO POB LESS RW				
R03701-000	2009	364.000	2,520	\$85.65	18.000
240407-03701000	2008	105217.0000			
	WALLACE BERTHA UNKNOWN ADDRESS PERRY FL 32347 .13 ACRE COM SE COR OF NE 1/4 OF NW 1/4 R N 160 YDS W 175 YDS FOR POB TH N 35 YDS W 35 YDS S 35 YDS E 35 YD TO POB LESS RW				
R03808-500	2009	374.000	2,000	\$74.99	18.000
240407-03808500	2008	105308.0000			
	UNKNOWN OWNER UNKNOWN ADDRESS PERRY FL 32347 .08 ACRE COM SE COR BLK 2 S H PEACOCK ADD FOR POB RUN E 29 FT TO W BD LN O ARENA AVE TH N ALG RW 90 FT TO S BD LN OF MAIN ST TH W 29 FT TO N COR BLK 2 TH S 90 FT TO POB				
R03832-000	2009	376.000	2,735	\$90.07	18.000
240407-03832000	2008	105332.0000			
	GLINN SANDRA L SCALES 9011 RIDGELAND DR MIAMI FL 33157				

Account/Geo No.	Cert/Folio No.	Value	Face Amount	Bid %	Payment Information
0099999	COUNTY HELD CERTIFICATE				
	ORIG TOWN CM 70FT W OF SE CR BLK 1 N 80.5FT W25FT S 80.5FT E 25FT TO POB ALSO CMSE CR LT 24 BLK 1 W 62.3FT TO POB N25.7FT E 1.98FT N 26.8FT W 9.68FT S52.5FT E 7.70FT TO POB OR 548-894				
R03928-000	2009	381.000	6,500	\$167.23	18.000
240407-03928000	2008	105427.0000			
	KOZAK PATRICIA A 9610 51ST PL COLLEGE PARK MD 20740 W A HENDRY DIVISION N 1/2 OF BLK 7 OR 604-432				
R04115-000	2009	394.000	1,302	\$60.69	18.000
240407-04115000	2008	105614.0000			
	BRIGHT D S EST 2816 NE 17TH DR GAINSVILLE FL 32609 BLAIR & HINELY ADD LOT 10 BLK 7				
R04145-000	2009	397.000	1,302	\$60.69	18.000
240407-04145000	2008	105644.0000			
	SMITH ANNIE LEE EST 23104 L LIZANA RD SAUCIER MS 39574 BLAIR & HINELY ADD LOT 12 BLK 12				
R04187-000	2009	401.000	1,294	\$60.52	18.000
240407-04187000	2008	105691.0000			
	KINNEY MISS MARIE UNKNOWN 53 E 136TH ST RIVERDALE IL 60827 FAIR LAWN LOT 1 BLK 4				
R04334-000	2009	417.000	1,485	\$64.43	18.000
250407-04334000	2008	105828.0000			
	JACKSON NORMA JEAN				

List of Lands

*** APPLICATION INFO ***

APPL TYPE: APPLIED

DATE APPLIED: 06.12.2014

RECEIPT: 1311435.0001

AMOUNT: \$75.00

APPLICANT: 0099999

Account/Geo No.	Cert/Folio No.	Value	Face Amount	Bid %	Payment Information
0099999	COUNTY HELD CERTIFICATE				
	1214 S BRYANT ST PERRY FL 32347 A B MCRAE ADD LOT 5 BLK 8 OR 581-601				
R04544-000	2009	427.000	737	\$49.11	18.000
250407-04544000	2008	105969.0000			
	GIBSON T WILKIE 2038 HOUCK RD PERRY FL 32348 .30 ACRE COM NW COR OF SW 1/4 OF SE 1/4 R S 350 FT FOR POB TH E 460 FT S 1 FT W 200 FT S 300 FT W 18 FT N 1 FT W 243.3 FT N 20 FT E 242 FT N 200 FT W 242 FT N 10 FT TO POB OR 450-483				
R04837-010	2009	455.000	1,279	\$60.22	18.000
250407-04837010	2008	106280.0000			
	WHITE DORIS C/O CHARLES THOMAS 305 W FOLSOM STREET PERRY FL 32348 COM NW COR OF SW 1/4 OF NW 1/4 RUN E ALG 40 LN 270.6 FT TH S 30 FT TO POB CONT S 130 FT W 48 FT N 130 FT E 48 FT TO POB OR 162-429 NOTE EXTERIOR WALL TYPE 01				
R04897-000	2009	463.000	400	\$42.20	18.000
260407-04897000	2008	106361.0000			
	VEREEN JAMES 2902 REDDING RD NE 3045 CARLOW CIRCLE ATLANTA GA 30319 WEST BROOKLYN SUB LOT 4 BLK 55 OR 329-498 NOTE EXTERIOR WALL TYPE 01				
R04898-110	2009	464.000	1,454	\$63.80	18.000
260407-04898110	2008	106363.0000			
	BROWN SUSIE B C/O TIMOTHY BROWN 1001 36TH ST APT A11R WEST PALM BEACH FL 33407				

Account/Geo No.	Cert/Folio No.	Value	Face Amount	Bid %	Payment Information
0099999	COUNTY HELD CERTIFICATE				
	WEST BROOKLYN SUB LOT 1 BLK 56				
R04901-500	2009	465.000	600	\$46.30	18.000
260407-04901500	2008	106368.0000			
	BROWN ANNIE MAE UNKNOWN ADDRESS PERRY FL 32348 WEST BROOKLYN SUB E 1/2 OF LOT 5 BLK 56				
R04907-000	2009	466.000	1,363	\$61.95	18.000
260407-04907000	2008	106374.0000			
	BRYANT LOLA UNKNOWN ADDRESS NJ 08322 WEST BROOKLYN SUB LTS 12 & 13 BLK 56				
R04923-000	2009	467.000	1,248	\$59.58	18.000
260407-04923000	2008	106393.0000			
	SWIFT DORA SMITH ESTATE 1011 POWHATTEN ST JACKSONVILLE FL 32209 WEST BROOKLYN SUB LOT 20 BLK 57 OR 139-63				
R04929-000	2009	469.000	30,602	\$661.25	18.000
260407-04929000	2008	106400.0000			
	DD&D ENTERPRISES INC C/O 300 S MYRTLE ST PERRY FL 32347 WEST BROOKLYN SUB LT 28 BLK 57 OR 452-684				
R04931-000	2009	470.000	1,200	\$58.60	18.000
260407-04931000	2008	106404.0000			
	GANT CHRISTINA L 708 W HAMPTON SPRINGS AVE PERRY FL 32347 WEST BROOKLYN SUB LOT 3 BLK 58 OR 442-253				

List of Lands

*** APPLICATION INFO ***
 APPL TYPE: APPLIED
 DATE APPLIED: 06.12.2014
 RECEIPT: 1311435.0009
 AMOUNT: \$75.00
 APPLICANT: 0099999

Account/Geo No.	Cert/Folio No.	Value	Face Amount	Bid %	Payment Information
0099999	COUNTY HELD CERTIFICATE				
R05179-000	2009	544.000	2,061	\$76.24	18.000
260407-05179000	2008	106815.0000			
Owner Info:	WILLIAMS JACKIE 106 EL DORADO DR PERRY FL 32347 B V D ADD LOTS 7 & 8 BLK 1 OR 395-617				
R05288-000	2009	561.000	1,604	\$66.89	18.000
260407-05288000	2008	106939.0000			
	MILTON TOLLIE ESTATE C/O DAVE STALLWORTH 1012-A W MALLOY AVE PERRY FL 32347 N L SMITH LOT 11 BLK D				
R05294-000	2009	563.000	2,365	\$82.48	18.000
260407-05294000	2008	106946.0000			
	SANDERS EMMITT 1812 FERN AVE SARASOTA FL 34235 N L SMITH W 52 1/2 FT OF E 1/2 OF LOT 2 BLK E OR 92-573				
R05312-050	2009	569.000	1,336	\$61.39	18.000
260407-05312050	2008	106975.0000			
	TAYLOR JO ANN C/O MARYANN E TAYLOR 4626 FREDRICK BURL AVE JACKSONVILLE FL 32208 000015 ACRES .15 ACRES COM NW COR SE 1/4 OF SW 1/4 TH N 03D W 305.8FT TO S R/W SOUTHERN RR THN 69D13M E 780FT TO POB TH S 03D E 115FT N 69D13M E 60FT N 03D W 115FTS 69D13M W 60FT TO POB OR 125-571 NOTE EXTERIOR WALL TYPE 03				
R05339-000	2009	575.000	1,426	\$63.23	18.000
260407-05339000	2008	107004.0000			
	JOHNSON CALVIN L & RICHARDSON FRED III JT 14500 S GULF MANOR PERRY FL 32348				

Account/Geo No.	Cert/Folio No.	Value	Face Amount	Bid %	Payment Information
0099999	COUNTY HELD CERTIFICATE				
	COM 159.8 FT S & 201.5 FT W OF NE COR OF NW 1/4 OF NE 1/4 TH 230 FT S 54 FT E 230 FT N 54 FT POB OR 542-109				
R05477-500	2009	594.000	1,560	\$65.99	18.000
260407-05477500	2008	107159.0000			
	HIGHTOWER KIWANIS 907 W UNION ST PERRY FL 32348 J H PARKER SUB LOT 10 BLK 3 OR 367-128				
R05510-000	2009	601.000	1,272	\$60.07	18.000
260407-05510000	2008	107198.0000			
	WILLIAMS MAYOLA C/O EDDIE L. WILLIAMS 5909 MILLSTONE LANE PFAFF TOWN NC 27040 J H PARKER LOT 4 BLK 9				
R05512-000	2009	602.000	1,272	\$60.07	18.000
260407-05512000	2008	107202.0000			
	WILLIAMS JACKIE C/O SADAYTRIL BISHOP 106 EL DORADO DR PERRY FL 32347 J H PARKER LOT 9 BLK 9 OR 303-341				
R05514-000	2009	603.000	1,158	\$57.74	18.000
260407-05514000	2008	107204.0000			
	WILLIAMS JACKIE 106 EL DORADO DR PERRY FL 32347 J H PARKER LOT 11 BLK 9 OR 395-513				
R05515-000	2009	604.000	7,050	\$178.51	18.000
260407-05515000	2008	107205.0000			
	WATKINS MARY EST				

List of Lands

*** APPLICATION INFO ***
 APPL TYPE: APPLIED
 DATE APPLIED: 06.12.2014
 RECEIPT: 1311435.0047
 AMOUNT: \$75.00
 APPLICANT: 0099999

Account/Geo No.	Cert/Folio No.	Value	Face Amount	Bid %	Payment Information
0099999	COUNTY HELD CERTIFICATE				
	C/O DOROTHY NASH & CHOICE & ALPHONSO WATKINS 1039 S WARNER AVE PERRY FL 32348 J H PARKER LOT 12 BLK 9 OR 260-446 SUBJ TO LIFE ESTATE IN OR 381-58				
R05615-100	2009	616.000	691	\$45.67	18.000
280407-05615100	2008	107343.0000			
	ANDERSON ROY T TRUSTEE 302 FAIR FOUNDATION BLDG TYLER TX 75702 200.00 ACRES MINERAL RIGHTS 57.66 % INT IN OGM RGTS IN NW 1/4 OF NE 1/4 & E 1/2 OF W 1/ OR 197-791				
R05635-100	2009	618.000	759	\$46.82	18.000
310407-05635100	2008	107393.0000			
	PINE ISLAND INC P O BOX 1365 LUFKIN TX 75901 048000 ACRES 480 ACRES MINERAL RIGHTS 19/72 INT IN OGM RGTS IN W 1/2 & NE 1/4 OR 126-411 & 412				
R05638-000	2009	619.000	1,000	\$50.91	18.000
310407-05638000	2008	107397.0000			
	KUHN B L UNKNOWN ADDRESS PERRY FL 32347 .21 ACRE THAT PART OF SE 1/4 OF SE 1/4 LY S OF OLD RR RW				
R05644-200	2009	621.000	823	\$47.91	18.000
320407-05644200	2008	107417.0000			
	HENDERSON S W JR ET UX P O BOX 1365 LUFKIN TX 75902				

Account/Geo No.	Cert/Folio No.	Value	Face Amount	Bid %	Payment Information
0099999	COUNTY HELD CERTIFICATE				
	.22 ACRE COM SE COR OF BLK D GROVE PARK S RUN S 00D 47M 40S W 256.16 FT FO POB TH N 89D 03M W 166.1 FT TO S COR OF MAGNOLIA RD TH W 60 FT TO SW COR OF RD TH N 89D 03M W 105 S 75D 49M 10S W 98.46 FT TO SW C LOT 9 BLK E TH S 89D E 420 FT TO LN OF NE 1/4 OF SW 1/4 TH N TO P DB 54-61				
R05944-761	2009	700.000	1,200	\$54.29	18.000
020507-05944761	2008	108189.0000			
	BENTON EDNA L C/O VIDDIA WALLACE 3040 WELLS DR PERRY FL 32347 .24 ACRES COM AT THE SE COR OF THE SE 1/4 SW 1/4 RUN S 89D55'35" W ALG SECTION LINE 328.56 FT TO POB TH CONT S 89D55'35" W 35 FT TH N 00D44'12" E 303.39 TO THE S R/W LINE OF PINE BLUFF RD TH N 89D53'43" E ALONG R/W 35 FT TH R S 00D44'12" W 303.39 FT TO THE POB OR 519-593				
R06120-100	2009	718.000	840	\$48.20	18.000
190507-06120100	2008	108642.0000			
	HENDERSON S W JR ET UX & P O BOX 1365 LUFKIN TX 75902 028000 ACRES 280 ACRES MINERAL RIGHTS 1/2 INT IN OGM RGTS IN S 1/2 OF NE 1/4 SE 1/4 OF NW 1/4 & N 1/2 OF S 1/2 DB 57-109 OR 116-678				
R06122-100	2009	720.000	720	\$46.18	18.000
200507-06122100	2008	108654.0000			
	HENDERSON S W JR ET UX & P O BOX 1365 LUFKIN TX 75902				

Account/Geo No.	Cert/Folio No.	Value	Face Amount	Bid %	Payment Information
0099999	COUNTY HELD CERTIFICATE				
	024000 ACRES				
	240 ACRES				
	MINERAL RIGHTS				
	1/2 INT IN OGM RGTS IN E				
	3/4 OF S 1/2				
	DB 57-109 OR 116-678				
R06177-200	2009	729.000	720	\$46.18	18.000
270507-06177200	2008	108778.0000			
	HENDERSON S W JR ET UX &				
	P O BOX 1365				
	LUFKIN TX 75902				
	024000 ACRES				
	240 ACRES				
	MINERAL RIGHTS				
	1/2 INT IN OGM RGTS IN SE				
	1/4 OF NE 1/4 NW 1/4 OF NE				
	1/4 NW 1/4 OF NW 1/4 S				
	1/2 OF NW 1/4 & NW 1/4 OF				
	SW 1/4 DB 57-109 OR				
	116-679				
R06193-100	2009	731.000	720	\$46.18	18.000
280507-06193100	2008	108812.0000			
	HENDERSON S W JR ET UX &				
	P O BOX 1365				
	LUFKIN TX 75902				
	024000 ACRES				
	240 ACRES				
	MINERAL RIGHTS				
	1/2 INT IN OGM RGTS IN SW				
	1/4 OF NW 1/4 NE 1/4 OF SW				
	1/4 & SE 1/4 DB				
	57-109 OR 116-678				
	E 1329.54 FT N 952.25 FT				
R06197-000	2009	732.000	1,080	\$52.26	18.000
290507-06197000	2008	108816.0000			
	HENDERSON S W JR ET UX &				
	P O BOX 1365				
	LUFKIN TX 75902				
	036000 ACRES				
	360 ACRES				
	MINERAL RIGHTS				
	1/2 INT IN OGM RGTS IN E				
	1/2 OF NE 1/4 NW 1/4 OF NE				
	1/4 N 1/2 OF NW 1/4 & S				
	1/2 OF S 1/2				
	DB 57-109 OR 116-678				
R06200-100	2009	733.000	1,200	\$54.29	18.000
300507-06200100	2008	108818.0000			

Account/Geo No.	Cert/Folio No.	Value	Face Amount	Bid %	Payment Information
0099999	COUNTY HELD CERTIFICATE				
Owner Info:	HENDERSON S W JR ET UX & P O BOX 1365 LUFKIN TX 75902 040000 ACRES 400 ACRES MINERAL RIGHTS 1/2 INT IN OGM RGTS IN E 1/2 OF NE 1/4 NW 1/4 OF NE 1/4 NE 1/4 OF NW 1/4 S 1/2 OF NW 1/4 N 1/2 OF SW 1/4 & S 1/2 OF SE 1/4 DB 57-109 116-678				
R06201-100	2009	734.000	1,080	\$52.26	18.000
310507-06201100	2008	108820.0000			
	HENDERSON S W JR ET UX & P O BOX 1365 LUFKIN TX 75902 036000 ACRES 360 ACRES MINERAL RIGHTS 1/2 INT IN OGM RGTS IN NE 1/4 SW 1/4 & NE 1/4 OF SE 1/4 DB 57-109 OR 116-678				
R06202-100	2009	735.000	1,560	\$60.38	18.000
320507-06202100	2008	108822.0000			
	HENDERSON S W JR ET UX & P O BOX 1365 LUFKIN TX 75902 052000 ACRES 520 ACRES MINERAL RIGHTS 1/2 INT IN OGM RGTS IN NE 1/4 W 1/2 OF NW 1/4 & S 1/2 LESS SW 1/4 OF SW 1/4 DB 57-109 OR 116-678				
R06206-000	2009	736.000	960	\$50.22	18.000
330507-06206000	2008	108829.0000			
	HENDERSON S W JR ET UX & P O BOX 1365 LUFKIN TX 75902				

Account/Geo No.	Cert/Folio No.	Value	Face Amount	Bid %	Payment Information
0099999	COUNTY HELD CERTIFICATE				
	032000 ACRES				
	320 ACRES				
	MINERAL RIGHTS				
	1/2 INT IN OGM RGTS IN E				
	1/2 OF NE 1/4 SW 1/4 OF NE				
	1/4 NW 1/4 OF NW 1/4 & SE				
	1/4				
	DB 57-109 OR 116-678				
R06209-000	2009	737.000	720	\$46.18	18.000
340507-06209000	2008	108833.0000			
	HENDERSON S W JR ET UX &				
	P O BOX 1365				
	LUFKIN TX 75902				
	024000 ACRES				
	240 ACRES				
	MINERAL RIGHTS				
	1/2 INT IN OGM RGTS IN S				
	1/2 OF NW 1/4 & SW 1/4				
	DB 57-109 OR 116-679				
R06230-100	2009	740.000	480	\$42.13	18.000
050607-06230100	2008	108863.0000			
	HENDERSON S W JR ET UX &				
	P O BOX 1365				
	LUFKIN TX 75902				
	016000 ACRES				
	160 ACRES				
	MINERAL RIGHTS				
	1/2 INT IN OGM RGTS IN W				
	1/2 OF NW 1/4 & SE 1/4 OF				
	NW 1/4 DB				
	55-376 OR 116-675				
R06234-100	2009	741.000	480	\$42.13	18.000
050607-06234100	2008	108868.0000			
	HENDERSON S W JR ET UX &				
	P O BOX 1365				
	LUFKIN TX 75902				
	016000 ACRES				
	160 ACRES				
	MINERAL RIGHTS				
	1/2 INT IN OGM RGTS IN N				
	1/2 OF NE 1/4 SW 1/4 OF NE				
	1/4 & NE 1/4 OF NW1/4				
	DB 57-109 OR 116-678				
R06241-100	2009	744.000	840	\$48.20	18.000
060607-06241100	2008	108887.0000			
	HENDERSON S W JR ET UX &				
	P O BOX 1365				

Account/Geo No.	Cert/Folio No.	Value	Face Amount	Bid %	Payment Information
0099999	COUNTY HELD CERTIFICATE				
	LUFKIN TX 75902				
	028000 ACRES				
	280 ACRES				
	MINERAL RIGHTS				
	1/2 INT IN OGM RGTS IN N				
	1/2 OF NE 1/4 SW 1/4 OF NE				
	1/4 & NW 1/4 DB				
	57-109 OR 116-678				
R06386-000	2009	774.000	700	\$45.84	18.000
260607-06386000	2008	109368.0000			
	EZELL WILLIAM ESTATE				
	C/O HUGH POPPELL				
	104 DOVE RD				
	PERRY FL 32348				
	.14 ACRE				
	COM NW COR OF SW 1/4 OF SE 1/4 R				
	S 310 FT TH E 210 FT FOR POB TH				
	E 30 FT S 210 FT W 30 FT N 210 F				
	TO POB				
	DB 66-99				
R06804-000	2009	890.000	500	\$42.45	18.000
350707-06804000	2008	111564.0000			
	GUILFORD WILLIE M JORDAN				
	2799 MCDANIEL RD				
	PERRY FL 32347				
	COM AT SE COR OF NE 1/4 OF				
	NW 1/4 RUN N 766 FT W 716				
	FT FOR BEG S 100 FT W				
	50 FT N 100 FT E 50 FT TO				
	BEG				
	DB 67-454				
	LOT 67 EZELL BEACH				
R07474-000	2009	966.000	1,890	\$72.72	18.000
190408-07474000	2008	112923.0000			
	HARRIS EUGENE & DOROTHY M				
	C/O JULIA SWAIN				
	P O BOX 7167				
	NAVASSA NC 28451				
	000050 ACRES				
	.5 ACRES				
	COM SE COR SW 1/4 OF NW				
	1/4 RUN W 315 FT FOR BEG				
	RUN N 210 FT W 105 FT S				
	210 FT E 105 FT TO POB				
	DB 69 PG 555				
	OR 103-72				
	SUBJ TO UTIL ESMT IN OR 174-665				
	NOTE EXTERIOR WALL TYPE 01				

Account/Geo No.	Cert/Folio No.	Value	Face Amount	Bid %	Payment Information
0099999	COUNTY HELD CERTIFICATE				
R07498-100	2009 970.000	983	\$54.15	18.000	
190408-07498100	2008 112947.0000				
Owner Info:	POWELL DORIS UNKNOWN ADDRESS 170 W FOLSOM ST PERRY FL 32348 .33 ACRES COM SE COR SW 1/4 OF NW 1/4 RUN N 210 FT TO POB W 120 FT N 120 FT E 120 FT S 120 FT TO POB OR 592-968				
R07807-100	2009 1010.000	500	\$44.25	18.000	
310408-07807100	2008 113517.0000				
	FAULKNER JOHNNIE UNKNOWN ADDRESS PERRY FL 32347 .10 ACRE COM SW COR OF SW 1/4 OF SW 1/4 R N 7 FT TH E 578.5 FT TO W RW US TH SELY TO S LN SECT TH W TO POB OR 43-50				
R07934-000	2009 1026.000	440	\$41.42	18.000	
320408-07934000	2008 113746.0000				
	JOHNSON HERALD D & JONES CECIL 2062 TYSON RD MONTICELLO FL 32344 .11 ACRES COM NW COR OF NW 1/4 OF NW 1/4 R N 714.16 FT FOR POB CONT N 85.84 E 109.71 FT SW 148.5 FT TO POB OR 132-900				
R08135-000	2009 1046.000	924	\$49.62	18.000	
040508-08135000	2008 114026.0000				
	GHATTAS SAMIA A 135 W 21ST ST BAYONNE NJ 07002 BOHANAN SUB LOT 7 BLK A OR 613-153				
R08143-000	2009 1049.000	2,843	\$82.05	18.000	
040508-08143000	2008 114034.0000				
	PARKER ADRANA C/O WILLIE CHARLES WILLIAMS 105 N BEVERLY ST				

Account/Geo No.	Cert/Folio No.	Value	Face Amount	Bid %	Payment Information
0099999	COUNTY HELD CERTIFICATE				
	PERRY FL 32348				
	BOHANAN SUB				
	LOT 16 BLK A				
	OR 221-265				
R08149-000	2009	1050.000	1,049	\$51.72	18.000
040508-08149000	2008	114040.0000			
	BURRELL JANIE				
	C/O LONNIE BURRELL				
	1182 PINECREST ST				
	PERRY FL 32347				
	BOHANAN SUB				
	LOT 22 BLK A				
	INC D				
R08151-000	2009	1051.000	1,049	\$51.72	18.000
040508-08151000	2008	114042.0000			
	JONES THOMAS EST				
	C/O MILDRED BROWN				
	111 SUSAN ST				
	PERRY FL 32348				
	BOHANAN SUB				
	LOT 24 BLK A				
R08155-000	2009	1054.000	1,049	\$203.13	18.000
040508-08155000	2008	114046.0000			
	FRANKLIN DEBRA				
	3762 BOHANAN CIR				
	PERRY FL 32348				
	BOHANAN SUB				
	LOT 28 BLK A				
	OR 284-659				
R08178-000	2009	1059.000	905	\$49.29	18.000
040508-08178000	2008	114068.0000			
	PARKER CHARLES				
	C/O COLLEEN PARKER				
	107 E JANE ST				
	PERRY FL 32347				
	BOHANAN SUB				
	LOT 20 BLK B				
	OR 402-262				
R08180-000	2009	1061.000	1,155	\$53.53	18.000
040508-08180000	2008	114070.0000			
	STEADMAN JEROME E				
	UNKNOWN				
	222 SWEETWATER CIRCLE				
	APT T4				
	MABLETON GA 30126				

Account/Geo No.	Cert/Folio No.	Value	Face Amount	Bid %	Payment Information
0099999	COUNTY HELD CERTIFICATE				
	BOHANAN SUB LOT 22 BLK B OR 388-49				
R08398-500	2009	1095.000	500	\$42.45	18.000
060508-08398500	2008	114367.0000			
	LYNCH J B UNKNOWN ADDRESS PERRY FL 32347 .06 ACRE COM NW COR OF NE 1/4 OF SE 1/4 R W 5 FT TO E RW OLD DIXIE HWY TH SE ALG RW 511 FT TH E 211.75 FT POB TH N 23.25 FT E 118 FT S 17D 8M E 22 FT TH W TO POB DB 39-164				
R09121-000	2009	1209.000	943	\$49.93	18.000
280409-09121000	2008	115821.0000			
	DZUREC PAUL 472 MINOLA DR MIAMI SPRINGS FL 33166 .34 ACRES ALL THAT PART OF SE 1/4 OF NW 1/ SW 1/4 OF NE 1/4 LYING S OF US 2 LESS LAND SOLD LESS 9/32 & 1/64 INT IN OGM RGTS OR 93-215 & 191-685				
R09595-916	2009	1300.000	1,000	\$50.91	18.000
240909-09595916	2008	117444.0000			
	WALKER GORDAN 5562 WOODRIDGE LN DOUGLASVILLE GA 30135 .77 ACRE R/W FOR GORDAN DR DESC AS: COM SE COR SECT RUN N 01D 01M 00 424.93 FT TO N RW SECOND AVE NOR TH S 89D 20M 07S W ALG RW 2766.0 FT TH N 00D 39M 53S W 1198.11 FT S 89D 20M 07S W 1383.38 FT S 05D 24M 53S E 560 FT S 85D 36M 04S W 99.67 FT TO POB TH N 05D 24M 53S 316.51 FT S 89D 20M 07S W 371.73 S 05D 24M 53S E 49.83 FT N 89D 2 07S E 325.90 FT S 05D 24M 53S E 269.78 FT N 85D 36M 04S E 50.01 TO POB				
R09965-580	2009	1355.000	1,775	\$64.00	18.000
260909-09965580	2008	118237.0000			
	MCBRYANT NORMAN J				

Account/Geo No.	Cert/Folio No.	Value	Face Amount	Bid %	Payment Information
0099999	COUNTY HELD CERTIFICATE				
	175 SE SAINT LUCIE BLVD				
	APT B59				
	STUART B59 FL 34996				
	STEINHATCHEE SUB				
	ALL THAT PT OF LOTS 1 2 3 & 4 BE				
	S 65 FT OF SD LOTS BLK 80				
	OR 491-130				
R10295-100	2009	1470.000	500	\$42.45	18.000
190910-10295100	2008	119289.0000			
	SOLOMON GRETA & H F				
	ADDRESS UNKNOWN				
	XXXXXXXXXXXX XX XXXXX				
	RIVERSIDE SUB				
	S 10 FT OF E 332 FT OF LOT 1 &				
	N 10 FT OF E 332 FT OF LOT 2 BLK				
	SUBJ TO ESMT IN OR 193-878				
Bidder Totals					
0099999	127		9,316.34		

*See map # 1 attached**See map # 2 attached*

802.91'

map #1

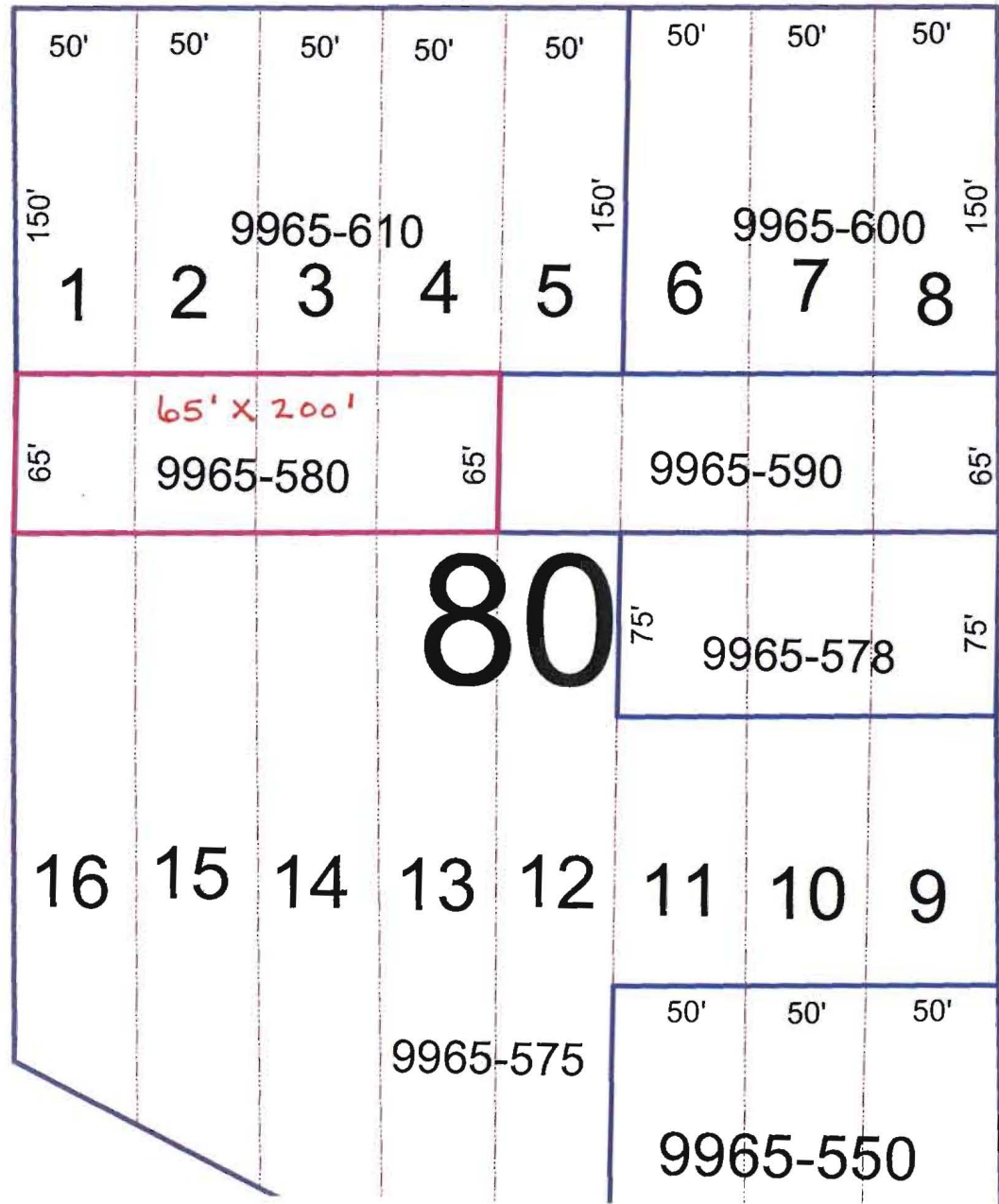
FIRST AVE NE

FIR

FOURTH ST NE

FOURTH STE

100'



65' X 200'

80

200'

1

50'

2

50'

3

50'

4

50'

30'

981-000

26-9-9

200'

7

6

5

200'

9982-000

50'

50'

50'

E

70.0

215'

1

10

9'

11



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

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO REVIEW AND CONSIDER APPROVAL OF A SEWER UTILITY EASEMENT WITH THE TAYLOR COASTAL WATER AND SEWER DISTRICT FOR THE KEATON BEACH COASTAL PARK, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

MEETING DATE REQUESTED:

MARCH 22, 2016

Statement of Issue: TCWSD REQUIRES THE EXECUTION OF A SEWER UTILITY EASEMENT PRIOR TO THE INSTALLATION OF DISTRICT EQUIPMENT AT THE PARK

Recommended Action: APPROVE

Fiscal Impact: N/A

Budgeted Expense: N/A

Submitted By: DUSTIN HINKEL, COUNTY ADMINISTRATOR

Contact: 838-3500

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: THE COUNTY AND STATE HAVE BEEN INVESTING IN IMPROVEMENTS TO THE KEATON BEACH COASTAL PARK LOCATED ADJACENT TO THE KEATON BEACH BOAT RAMP FOR YEARS. INCLUDED IN THESE IMPROVEMENTS ARE RESTROOM AND DRINKING FACILITIES THAT REQUIRE A CONNECTION TO THE SANITATION SYSTEM.

Options: APPROVE/DENY

Attachments: UTILITY EASEMENT – SEWER
LETTER OF REQUEST

TAYLOR COASTAL WATER & SEWER DISTRICT

18820 BEACH ROAD

PERRY, FL 32348

Phone: (850) 578-3043

Fax: (850) 578-3043

www.tcwsd.org

tcwsd@fairpoint.net

March 9, 2016

Dustin Hinkle
Taylor County Administrator
Taylor County Board of County Commissioners
P O Box 620
Perry, FL 32348

Re: Utility Agreement Sewer
20116 Beach Road
Perry, Florida 32348

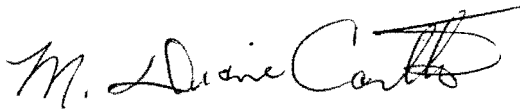
Dear Dustin:

I have enclosed a Utility Easement-Sewer Agreement for the Taylor County Park located at 20116 Beach Road. This document will need to be completed and returned to the district prior to the grinder pump installation at this location.

Please have the proper signature on behalf of Taylor County sign the document in front of 2 witnesses and a notary. The notary may be one of the witnesses. Then return the document back to the District in the envelope provided. We want to have all documents in order so that there will be no delay when the contractor gets ready to have the pump installed.

Should you have questions or concerns please contact me.

Respectfully,



M. Diane Carlton,
Office Manager
Board Secretary
TAYLOR COASTAL WATER AND SEWER DISTRICT

Enclosures

Prepared by:
TAYLOR COASTAL WATER & SEWER DISTRICT
18820 Beach Road
Perry, FL 32348

UTILITY EASEMENT- SEWER

THIS EASEMENT, made this _____ day of _____, _____ by and between,
Taylor County Perry FL 32348 (~~Homeowner~~), whose address is
PO Box 620, (hereinafter referred to as Grantor) and
TAYLOR COASTAL WATER AND SEWER DISTRICT, 18820 Beach Road, Perry, FL 32348 (hereinafter referred to as District),

WITNESSETH, the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor has given and granted, and by these presents does give and grant unto the District, its successors and assigns, a perpetual easement for the purpose of constructing, installing, connecting, operating, maintaining, repairing, and replacing a public wastewater grinder pump station and collection lines (The District equipment) on the Grantor's following described property (The property), to wit:

Parcel ID 35-07-07-06825-000
0043.45 acres
20116 Beach Road

THE RIGHTS HEREIN GRANTED TO THE DISTRICT SHALL INCLUDE:

(a) the right for the District to construct, install, patrol, inspect, alter, improve, repair, replace, rebuild, relocate and remove the District equipment (wherever used herein, the term District equipment includes the grinder pump stations, wastewater lines, electrical service lines, panels, connection devices, and all related components thereof); (b) the right for the District to upgrade the quality and type of equipment; (c) the right of the District to clear trees, limbs, undergrowth and other physical objects which, in the judgment of the District endanger or interfere with the safe, sanitary and efficient operation of the District equipment; (d) the reasonable right of the District to enter upon the property for the purpose of exercising the rights herein granted; and (e) all other rights and privileges reasonably necessary, convenient and incidental for the safe, sanitary and efficient operation and maintenance of the District equipment and the use and enjoyment of the subject easement for the purposes described above.

THIS EASEMENT IS GRANTED ON THE FOLLOWING CONDITIONS:

1. This easement is limited to a radius of ten feet (10') around the grinder pump and within a corridor being ten feet (10') in width and lying equally on both sides of all District equipment situated on the property. The District agrees not to install the District's equipment under, over or through Grantor's residence or other permanent structures. The Grantor and the District agree that at any future time the District may, at its sole election and expense, survey the actual location of the District equipment and record a metes and bounds description thereof, which thereupon shall be deemed to be a part hereof as though it was originally incorporated herein.
2. The Grantor agrees not to cause any future buildings, structures, or obstacles to be located within the easement, which unreasonably interfere with the District's use of the easement, the Grantor assumes all risk of loss or damage to any such object that must be removed from the easement, as well as the cost of removal.
3. If Grantor's future development of the property necessitates relocation of the District's equipment, the Grantor agrees to join in the modification of this easement to reflect the relocated District equipment, and to pay all costs of relocation, unless specifically released from said costs by the District.
4. The District promises and agrees to use reasonable care to prevent damage to the Grantor's property. To the extent that the District disturbs the surface area of the property during installation, operation and maintenance of the District equipment, the District will restore the surface of the property as near as reasonably possible to the same condition that existed before the disturbance occurred.
5. Grantor covenants not to interfere with District's facilities within the Easement area in Grantor's premises, and Grantor further covenants to indemnify and hold District harmless from any and all damages and injuries, whether to persons or property, resulting from interference with District's facilities by Grantor or by Grantor's agents or employees.
6. Grantor hereby warrants and covenants (a) that Grantor is the owner of the fee simple title to the premises in which the above described Easement Area is located, (b) that Grantor has full right and lawful authority to grant and convey this easement to District, and (c) that District shall have quiet and peaceful possession, use and enjoyment of this easement.

All covenants, rights, benefits, and obligations contained herein shall inure to, and be binding upon, the parties hereto and their respective heirs, grantees, representatives, successors and assigns, forever. Wherever used herein, all terms shall apply to all genders and to all persons and legal entities, singular and plural.

IN WITNESS WHEREOF, the parties hereto have hereunto set their respective hands and seals, as of the day and year first

hereinabove written.

Signed, sealed and delivered in the presence of:

GRANTOR:

Signature of Witness as to Grantor

Typed/Printed name of Witness as to Grantor

Signature of Witness as to Grantor

Typed/Printed name of Witness as to Grantor

Signature of Grantor

Additional Grantor

Typed/Printed name of Grantor

Typed/Printed name of Additional Grantor

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me on this _____ day of _____, _____, by _____, GRANTOR(S),

who personally appeared before me at the time of notarization, and who:

[] is/are personally known to me.
[] produced current Florida driver's license(s) as identification.
[] produced _____ as identification.

(SEAL)

Signature of Notary

Typed Name of Notary

Commission No.: _____

My Commission Expires: _____

TAYLOR COASTAL WATER AND SEWER DISTRICT

M. Diane C. Carlton
District Representative's Signature

M. Diane C. Carlton
Typed/Printed Name of Representative
It's: Secretary

Dawn Myer
Signature of Witness as to District

Typed/Printed Name of Witness as to District

Lynette Taylor Senter
Signature of Witness as to District

Typed/Printed Name of Witness as to District

STATE OF FLORIDA

COUNTY OF TAYLOR

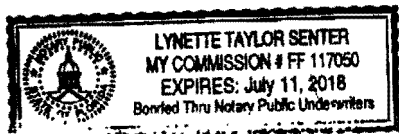
The foregoing instrument was acknowledged before me on this 9th day of March, 2016, by M. Diane Carlton, as Secretary of TAYLOR COASTAL WATER AND SEWER DISTRICT, who personally appeared before me at the time of notarization, and who:

[X] is personally known to me.
[] produced current Florida driver's license(s) as identification.
[] produced _____ as identification.

(SEAL)

Lynette Taylor Senter
Signature of Notary
Lynette Taylor Senter
Typed Name of Notary
Commission No.: FF117050

My Commission Expires: 7/11/18



TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to approve Resolution and Cover Letter required for the Florida Boating Improvement Program (FBIP) grant application being submitted requesting funding assistance for the rehabilitation of the docking area at Steinhatchee Boat Ramp.

MEETING DATE REQUESTED:

March 22, 2016

Statement of Issue: A Resolution and Cover Letter stating the Board will abide by FBIP guidelines and policies are a requirement of the FBIP Grant application the County is submitting requesting funding assistance for the rehabilitation of the docking area at Steinhatchee Boat Ramp.

Recommended Action: Approve Resolution and Cover Letter

Fiscal Impact: Engineering has estimated the rehabilitation of the docks to have a cost of approximately \$288,000. A match of 25% of the total project cost (\$72,000) will be required and will need to be available FY 2016-2017 if the County is awarded the grant.

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

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The County held two public hearings (March 7 and March 22, 2016) to discuss and receive public input for the possible grant submission to the FBIP 2016 funding cycle. At the first public hearing March 7, 2016, the Board approved moving forward with the submission of a grant application requesting funding assistance for the rehabilitation of the docks at Steinhatchee Boat Ramp.

Attachments: Resolution and Cover Letter



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

Upon motion of Commissioner _____ with second by
Commissioner _____ and vote of _____ The Board of Taylor County
Board of County Commissioners, adopt the following resolution:

RESOLUTION

Whereas, the State of Florida Fish and Wildlife Conservation Commission established
the Florida Boating Improvement Program, and

Whereas, The Board of County Commissioners, Taylor County, Florida is eligible to
receive a grant awarded under this program to improve the County's boating areas for it's
citizens, and

Whereas, The Board authorizes Jody DeVane, Chairman, or Dustin Hinkel, County
Administrator to file and execute any contracts or documents and apply for and administer a
grant on behalf of the applicant for the Steinhatchee Boat Ramp Docking Area Rehabilitation
Project, and

Whereas, The Board of County Commissioners of Taylor County certifies that the
Steinhatchee Boat Ramp Docking Area Rehabilitation Project is included on the Capital
Improvements Plan of the Taylor County Comprehensive Plan.

Therefore, be it resolved by the Board that:

1. The Taylor County Board of Commissioners is eligible to submit grant application for
funding assistance to the Florida Boating Improvement Program for improvements to
and the rehabilitation of recreational boating facilities at Steinhatchee Boat Ramp.
2. The Taylor County Board of County Commissioners support grant application to the
Florida Boating Improvement Program for improvements to and the rehabilitation of
recreational boating facilities at Steinhatchee Boat Ramp.

Done and Ordered in regular session at Perry, Florida this 22nd day of March, 2016.

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

Attest: _____
Annie Mae Murphy, Clerk

By: _____
Jody DeVane, Chairman



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

JACK R. BROWN, 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 22, 2016

Florida Fish & Wildlife Conservation Commission
Florida Boating Improvement Program
620 S. Meridian Street
Tallahassee, Florida 32399

Attn: Mr. Tim Woody
Florida Boating Improvement Program Administrator Coordinator

Re: Steinhatchee Boat Ramp 2016-2017 Grant Application
Boating Access Facilities.

Dear Mr. Woody

Taylor County Board of Commissioners respectfully submits grant application for the 2016-2017 Florida Boating Improvement Program (FBIP) grant funding cycle. We are submitting one grant application for the rehabilitation of the docking area at Steinhatchee Boat Ramp. Steinhatchee is the #1 tourism location in Taylor County and the boat ramp is heavily used year around. The project includes replacing wooden docks which are in disrepair with aluminum docks and the installation of finger docks. The scope of work for the project includes the installation of new pilings as well as back railing for the main dock. The proposed improvements will provide for a much safer facility, particularly for the many families who launch from this site. Over the past few years, Steinhatchee Boat Ramp has become a premier boating facility for the State of Florida, due in part to the past assistance and support of the Florida Boating Improvement Program. We hope for a successful outcome of our funding request and your continued support.

Taylor County agrees to abide by all guidelines and policies set forth by the Florida Boating Improvement Program. The project contact will be Melody Cox. Miss Cox can be reached at 850-838-3553, or at melody.cox@taylorcountygov.com. We will be pleased to provide you with any additional information you may need. Thank you for your consideration of our application.

Sincerely,

Jody DeVane,
Chairman
Taylor County Board of Commissioners

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to review and approve the response to the Florida Housing Finance Corporation SHIP Compliance Monitoring Review and Contract Addendum "A" –Taylor County which will be included as an addendum to all future contracts executed for SHIP Program Administrative & Consulting Services.

MEETING DATE REQUESTED:

March 22, 2016

Statement of Issue: The SHIP Program was monitored (audited) for FY 2013-2014 by Florida Housing Finance Corporation on February 2 and February 3, 2016. The County is required to respond to observations of the review. Government Services Group is under contract by the County to administer the SHIP Program.

Recommended Action: Approve the response to the monitoring and Contract Addendum "A"- Taylor County.

Fiscal Impact: Not applicable at this time.

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Florida Housing Finance Corporation audited the FY 2013/2014 SHIP Program files on February 2 and 3, 2016 at the Governments Services Group offices in Tallahassee. There were nine (9) observations made during the audit, none of which had a negative impact on the expenditure of 2013-2014 grant funds. The County Administrator and Grants staff has met with Jay Moseley of Government Services Group who administers the SHIP Program on behalf of the County to discuss the outcome of the audit. Grants staff is in the process of preparing a checklist SHIP Administrators/Consultants will be required to follow and maintain for each applicant to ensure all compliance standards are met.

Attachments: Response to the Monitoring and Contract Addendum "A"- Taylor County



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 22, 2016

Ms. Diane Carr, Executive Analyst
Florida Housing Finance Corporation
227 N. Bronough Street, Suite 5000
Tallahassee, FL 32301-1329

Re: SHIP Compliance Monitoring Review of Taylor County

Dear Ms. Carr,

We are responding to the observations found in the SHIP Compliance Monitoring Review performed February 2 and 3, 2016. Taylor County takes a great deal of pride in our SHIP program and will implement your suggested improvements immediately. We understand the SHIP program requirements are complex and all components ranging from the application process to the annual reporting must be correct and in compliance with the provisions of the SHIP Program Manual and the guidelines as set forth by Florida Housing Finance Corporation as well as Section 215.97, Florida Statutes-Florida Single Audit Act. We are working closely with our consultant- Government Services Group to ensure for the successful administration of our SHIP Program. Below, please find our response to each observation outlined in your review.

Observation # 1 – Collection of Social Security Numbers

We concur with your observation and recommendation and have developed a corresponding Disclosure Form that we will incorporate into each application in order to comply with Section 119 of Florida Statutes. All future SHIP Program applicants will be provided a copy of and be required to sign the Disclosure Form for the collection of Social Security Numbers. A copy of the Disclosure Form we will be using is an attachment to this response.

Comments:

In reviewing the 2008 SHIP Program Manual that was in place as a guideline for Administration of the SHIP Program during the allocation year reviewed of 2013-2014, Page 11 under the Applicant Intake Section, it is a requirement to collect Social Security Numbers. After researching Section 119 of Florida Statutes, we realized the disclosure requirement was enacted into law in 2012. We overlooked the disclosure requirement which we understand was put into place to prevent identity theft. We take a great deal of effort to ensure for the confidentiality of all of our homeowners documents, records, and files. In the rare case of a public records request, files which are provided are redacted to prevent distribution of sensitive and confidential information.

Observation # 2 – Florida Single Audit Act

We concur with your observation and have begun the process to amend our contract between Taylor County and Government Services Group to include the FSAA recommended language. We are attaching copy of "Contract Addendum "A" –Taylor County" to this response. The contract amendment will be formally executed at the April 19, 2016 Board meeting. All future contracts executed for the SHIP

Program will include an "Attachment A" to comply with the Florida Single Audit Act and Rule 67-37.019(11) F.A. C.

Comments:

We received a Technical Memorandum on January 20, 2016 and that is the only guidance we have received regarding this issue. We are using this memorandum as our template to ensure compliance with the inclusion of FSAA in Sub-Recipient contracts.

Observation # 3 – Tracking and Reporting Program Income

We concur with your observation and have taken steps to amend our procedures. The County's SHIP Program Administrator now has access to revenue reports in our finance departments accounting system (Pentamotion) and can access interest, recapture funds, and any source of revenue within the SHIP Program accounts. With this, there is now access to "real time" revenue information as needed. We have included an example of the revenue report we will be using to report program income as an attachment to this response. Access to the revenue reports will ensure that program income and interest payments are recorded on the SHIP General Ledger(s) on a timely basis so the funds can be properly utilized as program income and that we are tracking and reporting interest income accrued from SHIP funds.

Observation # 4 – Tracking and Reporting Expenditures

We concur with your observations.

Comments:

As in the "Background" section on the Monitoring Report, the program statute specifies that each participating local government may use up to 10% of its SHIP funds for administrative expenses. In 2013-2014 the state legislature made a one-time change for that year only to cap the administrative fees at 3%. This left most communities and counties, particularly rural counties scrambling to find a way to administer the 2013-2014 program. It is not possible or feasible to administer the SHIP Program for 3%. As with Taylor County, the majority of rural counties have limited staff not only to administer the program but to provide the inspection and construction services required of the program. Government Services Group and staff worked with the state program administrators and it was determined we could use 7% of the SHIP funds for the costs associated with "project delivery" such as the work write ups, preparation of bid documents, and construction management services. With this, Government Services Group changed their invoicing to the County to include a break down of the services provided to include administrative fees and project delivery fees. We did not require Government Services Group to break down their invoices by each applicant/recipient and each step of the process required to provide the applicant assistance. At the time, we sincerely believed we were in compliance with the 2013-2014 program requirements.

In retrospect, we could have required Government Services Group to break down their invoices by individual applicants and specific services and worked with our finance department to add additional expenditure accounts to the SHIP program general ledgers. At a minimum we would need to add a "Project Delivery" expenditure account. Again, at the time we believed the breakdown of administrative fees and project delivery services on the Governments Services Group invoices was sufficient.

Should the state legislature make a change to the administrative fees in the future we will make any changes necessary as far as administering the program and the finance and accounting aspects of the program to be in compliance with the statutes and legislative rules. All County staff, particularly our Finance Department are very committed to ensuring compliance with Florida's Single Audit Act. We will also work with our consultants to ensure compliance- be it changing their invoicing process or executing amendments to consulting contracts. Again, we cannot stress enough our commitment to meeting all compliance standards whether it is a change for one year or for multiple years.

Observation # 5 – Mary M. File

We concur with your observation and will follow your recommendations.

Comments:

Records of Recapture Documents: The recording of the recapture documents occurs at the beginning of the rehabilitation/ construction, and before there is a need for any type of approved change orders. In the event of a subsequent sale of the property before the recapture period ends, we always as a routine process, research each case file to ensure that all expenditures are accounted for and properly calculated. We will develop language in the recapture agreement document outlining this procedure as well as develop a one page amendment to the recapture documents which will be recorded to reflect and account for the additional expenditures.

Promissory Note Alteration: While researching this comment, we went back to our original saved file for this applicant and noted that during the preparation of this note, we inadvertently left off the amount and during our proofreading prior to signing, we handwrote the amount in. In the future, we will either correct the document and re-print or make sure the change is initialed and dated.

Checking Account: This was a minor miscalculation of the bank statement that had no impact on the total income nor make a difference if the applicant would be qualified to receive assistance. Income from assets is imputed as 2% of all assets over \$5,000. This amount did not trigger any inclusion as income. We are in the process of developing a checklist form we will require our consultants to use to cross check the SHIP recipient qualification process which will be instrumental in preventing future errors and miscalculations such as this.

Income Certification: In this case, due to health reasons at the time Mary M. was provided assistance, the signature of the adult son was not obtained. In the future, we will obtain all appropriate adult signatures prior to approving any applicant for assistance. In the event of a legitimate reason a signature cannot be obtained we will include a statement in the SHIP recipients file as to why a signature could not be obtained. With this, we will be cautious not to violate HIPAA Privacy Act restrictions.

Observation # 6 – Christopher W. File

We concur with your observation and will follow your recommendations.

Comments:

Promissory Note Alteration: While researching this comment, we went back to our original saved file for this applicant and noted that during the preparation of this note, we inadvertently left off the amount and during our proofreading prior to signing, we handwrote the amount in. In the future, we will either correct the document and re-print or make sure the change is initialed and dated.

Social Security Documentation: Social Security Statements of Benefits are issued in November of each year notifying recipients of their Social Security Income for the upcoming year and these benefits are good for that one year period. While the Statement of Benefits was dated in February in the Christopher W file, the amount did not change from February to August. As a matter of a best management practice, we should have date stamped the date we received the Statement of Benefits in order to be in compliance and we will do so in the future.

The observations found in Christopher W.'s file should not have occurred if a checklist had been in place for the qualification process. Future use of this checklist and best management practices should ensure errors such as the above do not occur in the future. Though the observations had no impact on whether the applicant was qualified or not, they were errors on our part due to the lack of attention to detail.

Observation # 7 – Timothy H. File

We concur with your observation and will follow your recommendations.

Comments:

We will ensure our staff who work with the SHIP Program have adequate training as well as the consultants we work with. It is imperative our staff and program administrators/ consultants stay current in their training and make changes to the local SHIP Program as so needed when there are changes to rules, regulations, and compliance standards. This will ensure SHIP awardees do not receive assistance exceeding allowable amounts.

Observation # 8 – Stanley S. File

We concur with your observation and will follow your recommendations.

Comments:

Social Security Documentation: While the Statement of Benefits was dated in 2014, the income noted was accurate for the time stated. This later document was utilized as a replacement document but reflects accurate amounts. As noted earlier in this report, we are in the process of preparing a check list which we will require our consultants to utilize for each applicants qualification and verification process. This checklist will help to ensure income certifications are completed in a timely manner and meet the 120-day clock requirement. We anticipate having the checklist completed and in effect no later than May 1, 2016. We will require our consultant(s) to provide appropriate county staff a copy of the checklist prior to the Board approving each proposed SHIP recipient and advertising for bid on any rehabilitation project or approving down payment assistance.

Tracking: The tracking report had a typographical error that has since been corrected. The information submitted on the annual report included the correct information.

As with Observation #7, we are committed to ensuring our staff who work with the SHIP Program as well as our consultants have adequate training and have a thorough understanding of the SHIP Program Manual and compliance standards.

Observation # 9 – Ruthie Mae P. File

We concur with your observation and will follow your recommendations.

Comments:

Social Security Documentation: We are committed to ensuring our consultants and staff administering the SHIP Program follow and understand the SHIP Program Manual and abide by the policies of said manual. The 120- day clock requirement will be adhered to.

Income from Assets: According to Ruthie Mae P.'s bank statements, total interest income earned was \$0.20. This did not change her income enough to affect her eligibility. We will be more diligent in reviewing income calculations in the future. Also, we will make sure staff receives additional training to ensure compliance.

Conclusion

We have reviewed your "Other Comments" and suggestions regarding "best practices" and will incorporate these into our program immediately as the recommendations only require implementing improved administrative oversight and attention to detail.

In conclusion, we appreciate your assistance in ensuring we are in compliance with the SHIP Program requirements and state mandated regulations. We want to assure you, the Taylor County Board of Commissioners and all staff associated with the program are committed to administering the SHIP Program in compliance with the guidelines set forth by Florida Housing Finance Corporation, the SHIP Program Manual, and the Florida Single Audit Act. The SHIP Program is critical to the citizens of this County and our goal is to have the best possible housing program(s) for a rural county using best management practices.

If we can provide any additional information, please do not hesitate to contact our Grants Director, Melody Cox at (850) 838-3553 or at melody.cox@taylorcountygov.com. Miss Cox will be pleased to assist you and provide any information you may need. We look forward to working with you in the future. Thank you.

Sincerely,

Jody DeVane, Chairman ,
Taylor County Board of Commissioners

CONTRACT ADDENDUM "A" – TAYLOR COUNTY

The administration of resources awarded by Florida Housing Finance Corporation for the State Housing Initiative Partnership (SHIP) Program to Taylor County Board of Commissioners (**the recipient**) may be subject to audits and/or monitoring by the Florida Housing Finance Corporation, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Florida Housing Finance Corporation staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by Florida Housing Finance Corporation. In the event Florida Housing Finance Corporation determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by Florida Housing Finance Corporation staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends \$300,000 (*\$500,000 for fiscal years ending after December 31, 2003*) or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this agreement indicates Federal resources awarded through the Florida Housing Finance Corporation by this agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from Florida Housing Finance Corporation. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$300,000 (*\$500,000 for fiscal years ending after December 31, 2003*) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$300,000 (*\$500,000 for fiscal years ending after December 31, 2003*) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).

4. Compliance information may be found at www.floridahousing.org, and in the SHIP Program Manual under Section 9 – SHIP FSAA Information. Compliance information may also be found in Section 215.97, Florida Statutes-Florida Single Audit Act.

(NOTE: The State awarding agency should address other miscellaneous matters affecting Part I audits, such as Web sites where information that would help facilitate the recipient's compliance can be obtained.)

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient (for fiscal years ending September 30, 2004 or thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement indicates state financial assistance awarded through the Florida Housing Finance Corporation by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from Florida Housing Finance Corporation, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year (for fiscal years ending September 30, 2004 or thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. Compliance information for program recipients is available at www.floridahousing.org, in the SHIP Program Manual - Section 9 SHIP FSAA Information, and Section 219.57, Florida Statutes-Florida Single Audit Act.

(NOTE: The State awarding agency should address other miscellaneous matters affecting Part II audits, such as Web sites where information that would help facilitate the recipient's compliance can be obtained.)

PART III: OTHER AUDIT REQUIREMENTS

Florida Housing Finance Corporation audit requirements for the SHIP Program can be found at www.floridahousing.org and in the SHIP Program Manual.

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or

arrange for audits of state financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

- A. The Florida Housing Finance Corporation at each of the following addresses:

*Florida Housing Finance Corporation
227 N. Bronough Street
Ste. 5000
Tallahassee, FL 32301-1329
850-488-4197
www.floridahousing.org*

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

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

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

2. In the event that a copy of the reporting package for an audit required by PART I of this agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to Florida Housing Finance Corporation for the reasons pursuant to Section .320 (e)(2), OMB Circular A-133, as revised, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited schedule of expenditures of Federal awards directly to each of the following (*If the State awarding entity, pursuant to Section .320(f), OMB Circular A-133, wants a copy of the reporting package described in Section .320(c) and/or a management letter, the State awarding agency should replace the above language with the following language*) Pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letter issued by the auditor, to Florida Housing Finance Corporation at each of the following addresses:

*Florida Housing Finance Corporation
227 N. Bronough Street
Ste. 5000
Tallahassee, FL 32301-1329
www.floridahousing.org*

3. Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Florida Housing Finance Corporation at each of the following addresses:

*Florida Housing Finance Corporation
227 N. Bronough Street
Ste. 5000
Tallahassee, FL 32301-1329
www.floridahousing.org*

- B. The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. *(The State awarding agency should use the following language, if applicable)* Copies of reports or the management letter required by PART III of this agreement shall be submitted by or on behalf of the recipient directly to:

- A. The Florida Housing Finance Corporation at each of the following addresses:

227 N. Bronough Street, Ste. 5000, Tallahassee, FL 32301-1329

5. Any reports, management letter, or other information required to be submitted to Florida Housing Finance Corporation pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to Florida Housing Finance Corporation for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

1. The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of five years from the date the audit report is issued, and shall allow Florida Housing Finance Corporation, or its designee, CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to Florida Housing Finance Corporation, or its designee, CFO, or Auditor General upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by Florida Housing Finance Corporation. *NOTE: Records need to be retained for at least five years to comply with record retention requirements related to original vouchers prescribed by the Department of State, Division of Library and Information Services, Bureau of Archives and Records Management.*

EXHIBIT – 1

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

NOTE: If the resources awarded to the recipient represent more than one Federal program, provide the same information shown below for each Federal program and show total Federal resources awarded.

Federal Program (list Federal agency, Catalog of Federal Domestic Assistance title and number) -
\$ (amount)

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

NOTE: If the resources awarded to the recipient represent more than one Federal program, list applicable compliance requirements for each Federal program in the same manner as shown below.

Federal Program:

List applicable compliance requirements as follows:

1. *First applicable compliance requirement (e.g., what services/purposes resources must be used for).*
2. *Second applicable compliance requirement (e.g., eligibility requirements for recipients of the resources).*
3. *Etc.*

NOTE: Instead of listing the specific compliance requirements as shown above, the State awarding agency may elect to use language that requires the recipient to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. For example, for Federal Program 1, the language may state that the recipient must comply with a specific law(s), rule(s), or regulation(s) that pertains to how the awarded resources must be used or how eligibility determinations are to be made. The State awarding agency, if practical, may want to attach a copy of the specific law, rule, or regulation referred to.

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

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

NOTE: If the resources awarded to the recipient for matching represent more than one Federal program, provide the same information shown below for each Federal program and show total State resources awarded for matching.

Federal Program (list Federal agency, Catalog of Federal Domestic Assistance title and number) -
\$ (amount)

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

NOTE: If the resources awarded to the recipient represent more than one State project, provide the same information shown below for each State project and show total state financial assistance awarded that is subject to Section 215.97, Florida Statutes.

State Project: Florida Housing Finance Corporation – State Housing Initiative Partnership Program
\$350,000

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

Florida Housing Finance Corporation compliance requirements can be found at www.floridahousing.org and in the SHIP Program Manual.

NOTE: List applicable compliance requirements in the same manner as illustrated above for Federal resources. For matching resources provided by Florida Housing Finance Corporation for Federal programs, the requirements might be similar to the requirements for the applicable Federal programs. Also, to the extent that different requirements pertain to different amounts of the non-Federal resources, there may be more than one grouping (i.e., 1, 2, 3, etc.) listed under this category.

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

February 24, 2016

Melody Cox, Grants & Airport Director
201 E. Green Street
Perry, FL 32347

**Re: SHIP Compliance Monitoring Review
2013-14**

Dear Ms. Cox:

Please find attached a report of our recent SHIP Compliance Monitoring review.

Please provide a written response to the "Administration" and "Recipient Files" observations, including, if necessary, your actual or proposed corrective actions, by Friday, March 26, 2016. Please direct your response to:

Diane Carr, Executive Analyst
Florida Housing Finance Corporation
227 N. Bronough Street, Suite 5000
Tallahassee, FL, 32301-1329

If you prefer, you may email your written response to me by Friday, March 26, 2016, at diane.carr@floridahousing.org.

Your response should include the following:

1. If you concur with the observation, please provide an explanation for the occurrence and include any corrective action that has been, or will be, taken to resolve the issue;
2. If you do not concur with the observation, please provide clarification.

Once received, your response will be incorporated into the final report. At that time, the final report will be made available to Florida Housing's senior management and staff, as well as the Florida Housing Coalition staff.

If you have questions, please feel free to contact me at 850-488-4198, ext. 1142 or via email at diane.carr@floridahousing.org.

Respectfully,

Diane Carr, Executive Analyst

Cc: Malcolm Page, Chair
Jay Mosley, Government Services Group, Inc.

Rick Scott, Governor

Board of Directors: Bernard "Barney" Smith, Chairman • Natasha Munilla, Vice Chairman
Renier Diaz de la Portilla • Ray Guadalupe • John David Hawthorne Jr. • Brian Katz • Jennifer Tynd • Howard Wheeler
of Kingsworth, Florida Department of Economic Opportunity

Executive Director: Stephen R. Auger

Melody Cox

From: Diane Carr <Diane.Carr@floridahousing.org>
Sent: Wednesday, February 24, 2016 3:44 PM
To: Melody Cox
Cc: Malcolm.Page@taylorcountygov.com; 'Jay Moseley'
Subject: Taylor County SHIP Compliance Monitoring Review Report
Attachments: Taylor County Report Letter.docx; SHIP Compliance Review Report - Taylor County.doc

Please find attached the SHIP Compliance Monitoring review report covering the activities from the 2013-14 fiscal year. A letter is also attached regarding your response to this report. You were most helpful in providing information throughout the review. Thank you very much for your cooperation.
If you have any questions, please do not hesitate to email me.

Florida Housing Finance Corporation

A SHIP Compliance Monitoring Review of

Taylor County

Review Performed: February 2 – February 3, 2016

File Review in Tallahassee

Report Issued: February 24, 2016

SCM 2016-01

Allocation Year Reviewed: 2013-14

Purpose of Review

The purpose of the review is to evaluate whether the local governments participating in the State Housing Initiatives (SHIP) program perform complete, accurate, and timely work consistent with the provisions of Section 420.907-9079, Florida Statutes (F.S.), Chapter 67-37 Florida Administrative Code (F.A.C.), as last amended on 11/22/2009, and their Local Housing Assistance Plans (LHAP). The FHFC review staff perform tests on the work completed by the local governments, as reported in their Annual Reports, for the purpose of evaluating their compliance with F.S., F.A.C. and their LHAP.

As a means of providing further assistance to local governments in the administration of their SHIP program, Florida Housing also utilizes guidance provided within the Florida Housing Coalition's SHIP Program Manual (Revised July 2008) and the FHFC SHIP Program Overview and Procedures Manual (Revised July 2015) to provide "best practice" recommendations for issues not addressed within either the F.S., the F.A.C., or the LHAP.

During each review, inconsistencies, deficiencies and discrepancies identified are reported to local government management. The local government's performance is determined based on their compliance with F.S., F.A.C. and their LHAP.

Review Participants and Discussion

The Taylor County SHIP program is administered by Jay Moseley, Senior Consultant with the Government Services Group, Inc. (GSG). Taylor County signed a contract with Meridian Community Services Group, Inc. on September 6, 2011 whereby Meridian Community Services Group, Inc. agreed to provide administrative services for the SHIP program. GSG acquired Meridian subsequent to the 2011 contract.

The review took place at the GSG offices in Tallahassee, Florida from February 2, 2016 through February 3, 2016. Diane Carr, Executive Analyst, David Hines, Compliance Monitoring Administrator, and Luke White, Asset Management Sr. Analyst reviewed information provided by CSG and the Taylor County SHIP staff (LG).

During the review, all discrepancies were discussed with LG staff who were given the opportunity to clarify or resolve any concerns.

The Annual Report (AR) for the 2013-14 fiscal year lists funds expended for Purchase Assistance, Demolition/Reconstruction, and Rehabilitation. The review scope was a selection taken from these activities including one Purchase Assistance, two Demolition/Reconstruction, and two Rehabilitation.

Background

The SHIP Program provides state funds to local governments on a population-based formula as an incentive to produce and preserve affordable housing for very low, low and moderate income families. SHIP funds are distributed on an entitlement basis to all 67 counties and 52 Community Development Block Grant entitlement cities in Florida. To obtain SHIP funding, a local government must prepare and adopt a local housing plan that specifies the strategies that will be employed to allocate funding in the community. In a typical appropriation, the minimum allocation per county is \$350,000. At least 65 percent of funds must be used for homeownership. SHIP dollars may be used to fund such strategies as emergency repairs, new construction, rehabilitation, down payment and closing cost assistance, impact fees, property acquisition, matching dollars for federal programs and homeownership counseling. The statute specifies that each participating local government may use up to ten percent of its SHIP funds for administrative expenses. Local governments have three years to expend funds. However, Chapter 2013-106, L.O.F. Section 10 (4) states that local governments may not use more than 3 percent of their 2013-14 allocation for administrative costs.

Administration

Observations & Recommendations

Observation #1 – Collection of Social Security Numbers

During the review, it was noted that all of the recipient files included copies of social security cards. Section 119.071(5)(a)2.a., Florida Statutes, states, "An agency may not collect an individual's social security number unless the agency has stated in writing the purpose for its collection and unless it is:

- (I) Specifically authorized by law to do so; or
- (II) Imperative for the performance of that agency's duties and responsibilities as prescribed by law.

Section 119.071(5)(a)2.b., states, "An agency shall identify in writing the specific federal or state law governing the collection, use, or release of social security numbers for each purpose for which the agency collects the social security number, including any authorized exceptions that apply to such collection, use, or release. Each agency shall ensure that the collection, use, or release of social security numbers complies with the specific applicable federal or state law."

The State of Florida Auditor General has provided guidance regarding the collection of social security numbers, recommending that state agencies comply with State law by establishing other identifiers for user IDs "In the absence of establishing an imperative need for the use of SSNs..."

The Florida Housing Coalition has addressed the collection of social security cards in a prior edition of the "Housing News Network" and reiterated the guidance provided by the Auditor General.

The five files reviewed had photo copies of Social Security cards included in the files. However, none of the files included a written statement indicating the specific federal or state law under which Social Security cards were being collected, the purpose for the collection of such cards, and a declaration that the collection of such information was important for the performance of the LG's SHIP-related duties and responsibilities.

Recommendation

Florida Housing recommends the LG follow Florida Statutes regarding the collection of social security numbers. Such action would be consistent with guidance previously provided by both the Auditor General and the Florida Housing Coalition.

Observation #2 – Florida Single Audit Act Language

Per Section 67-37.019 (11), F.A.C. (last amended 11/22/2009), "Any contract or document establishing the relationship between a SHIP eligible local government and a non-state organization which is a Sub Recipient receiving SHIP funds shall contain the standard audit language on Form DFS-A2-CL (Effective 7/05) of the Florida Single Audit Act (FSAA) in the document."

No FSAA language could be found in the contract between Government Services Group, Inc. and Taylor County dated 9/6/2011.

Recommendation

Because the provision requiring the inclusion of FSAA language in Sub Recipient contracts was in effect at the time of distribution of the 2013-14 allocation, Florida Housing recommends Taylor County amend its contract with GSG to comply with Rule 67-37.019 (11), F.A.C..

Observation #3 – Tracking and Reporting Program Income

Section 420.9071(24) , Floirda Statutes, defines Program Income as "proceeds derived from interest earned on or investment of the local housing distribution and other funds deposited into the local housing assistance trust fund, proceeds from loan repayments, recycled funds, and all other income derived from use of funds deposited in the local housing assistance trust fund. It does not include recaptured funds as defined in subsection (25)."

The SHIP Manual in the Tracking and Reporting section states,

1. The SHIP Rule requires that each SHIP jurisdiction "develop a tracking system to ensure that the local housing distribution funds disbursed from the local housing assistance trust fund are at all times expended in accordance with the set-aside requirements." Program income and recaptured funds from loan repayments, reimbursements, foreclosure and other re-payments and interest earned on funds deposited in the trust account must be systematically tracked.
2. A community that does not properly track SHIP funds will be determined to be in non-compliance with SHIP requirements. SHIP communities are required to track funds that they administer and those that are administered under an agreement by a sub-recipient or a sponsor-developer.
3. Income must be tracked for extremely low, very low, low and moderate income applicants.
4. The administrator must also collect demographic information on each applicant to be included in the SHIP annual report. The annual report also requires:
 - a. Number of SHIP loans that have been foreclosed.
 - b. Administrative expenses (stated separately for local government and sub recipient administering the program).
 - c. Program income and recaptured funds.

The Taylor County Finance Director has provided documentation that the SHIP accounts earned \$522.64 in investment earnings during the allocation year 2013/14. However, the annual report indicates zero for program income. The LG is not tracking or reporting its program income.

Recommendation

We recommend that the LG develop a tracking system that will track expenditures, program income and recaptured funds.

Observation #4 – Tracking and Reporting Expenditures

The state legislature capped administrative expenses at 3% for the 2013-14 allocation. The contract between GSG and Taylor County specifies a 10% fee to be paid over twelve months or \$35,000. CSG is billing Taylor County one twelfth of the \$35,000 each month. The invoice description states that \$875.00 is for Administration and \$2,041.67 is for Project Delivery.

The LG is adding a 7% fee to SHIP activities funded with the 2013-14 allocation. The fee is added to all activities reported in the close out annual report. So that a \$67,848.00 disbursement for demolition/rehabilitation plus \$366.10 in recording fees is reported in the annual report as \$72,989.09. That is \$68,214.10 for the two disbursements plus \$4,774.99 in project delivery costs.

The \$4,774.99 is not recorded anywhere except the AR. The LG was unable to provide a reconciliation between the 7% added to each activity and the \$2,041.67 paid monthly to GSG for project delivery.

The 2015 SHIP Manual states "The tracking system and the annual reports generated by each SHIP jurisdiction must comply with the requirements of Florida's Single Audit Act (SAA). SHIP administrators, therefore, are required to regularly reconcile their tracking system with the local finance department's general ledger."

The 2008 SHIP Manual provided the following "In practice, compliance with the SAA means that a local SHIP administrator's tracking system and annual reports must exactly match the information recorded in the local city or county's general ledger. For example, if the tracking system indicates that Ms. Smith was provided with \$5,460 of rehabilitation assistance from the 07/08 SHIP allocation, then the community's finance department records must also have an identical record of this transaction. SHIP administrators, therefore, are required to regularly reconcile their tracking system with the local finance department's general ledger. Meet with the director of your finance department to create a process that will ensure compliance with the single audit act. Remind your finance department of the requirements of the SAA - which are outlined in Section 215.97 of the Florida Statutes - and work together to regularly reconcile and update your respective records."

We were unable to track the 7% project delivery fee to any general ledger. The reconciliation of the tracking system and annual report with the Finance Department general ledger was not provided.

Recommendation

To properly account for the use of SHIP funds, LG staff should verify the accuracy of information contained in the general ledger and Annual Report prior to submission of the Annual Report.

Recipient Files

Observations & Recommendations

Observation #5 – Mary M. file

- a) For the Demolition/Reconstruction strategy the LHAP states, "A mortgage will be placed on the property for the subsidy amount." The mortgage recorded for this recipient includes only the original construction contract price plus project delivery costs. It does not include a change order for \$2,616.25.
- b) The Promissory Note was altered. The original printed document had \$.00 as the amount of financial assistance to be repaid to the county between years 1 and 20. The LG wrote over this amount with \$3,180.30. The alteration was not initialed or dated by the borrower.

- c) The checking account six month balance reported in the income certification is \$3,667.17. However, the bank statements indicate an average six month balance of \$3,655.95.
- d) The Income Certification was not signed by all adult household members. Tyrone F., an adult son, did not sign the income certification. Per the SHIP Manual, signatures are required for all household members over age 18.

Recommendation

We recommend that LG staff:

- a) Ensure that the mortgage include all of the assistance provided;
- b) Ensure that modifications made to documents be initialed and dated as appropriate;
- c) Follow the HUD Handbook 4350.03 Chapter 5 Exhibit 5-2 that states checking account average balances should be calculated using the average balance for the past six months; and
- d) Ensure that the Income Certification is signed and dated by all adult members of the household.

Observation #6 – Christopher W. file

- a) The Promissory Note was altered. The original printed document had \$.00 as the amount of financial assistance to be repaid to the county between years 1 and 20. The LG wrote over this amount with \$3,629.87. The alteration was not initialed by the borrower.
- b) The file contained one or more asset and/or earned/unearned income source verifications that were more than 120 days old from the date of receipt by the LG. The Social Security income documents were dated 2/11/2014 and were more than a 120 days old at income certification effective date of 8/7/2014.

Recommendation

We recommend the LG:

- a) Ensure that modifications made to documents be initialed and dated as appropriate; and

- b) Ensure that income certifications are performed in a timely manner using information that is current and up-to-date and which meets the 120-day clock requirement.

Observation #7 – Timothy H. file

- a) The Recipient Selection Criteria for Homebuyer Assistance reads, in part, "Funds may be used for the down payment, closing costs, and structural rehabilitation (funds can only be used for extreme health or safety defects) of an existing home. The funds for rehabilitation would be deducted from any down payment assistance. The down payment will not exceed ten percent (10%) of the sales price."

The down payment assistance awarded this recipient was \$7,000. However, the sales price of the property was \$62,500. Assistance exceeded 10% of the sales price.

- b) The Recipient Selection Criteria for Homebuyer Assistance also states, "Where SHIP funds are being used, the combined First and Second Mortgage Loan to Value cannot exceed 105% of the appraised value of the home."

The first mortgage is \$61,416 and the SHIP second is \$7,000, for a total of \$68,416. The appraisal is \$64,000. The combined mortgages are 107% of the appraised value of the home. The combined mortgages exceeded 105% of the appraised value.

Recommendation

We recommend the LG:

- a) Ensure that all homes assisted with SHIP funds meet the eligibility requirements included in the LHAP and that all requirements, or exceptions to a requirement, are properly documented in the recipient's file;
- b) Ensure that all homes assisted with SHIP funds meet the eligibility requirements included in the LHAP and that all requirements, or exceptions to a requirement, are properly documented in the recipient's file; and

Observation #8 – Stanley S. file

- a) The file contained one or more asset and/or earned/unearned income source verifications that were more than 120 days old from the date of receipt by the local government. The Social Security income document was dated 11/01/2014, a date which is later than the income certification form effective date of 10/29/2013.
- b) The internal tracking system/report indicates the family size to be 1. The file and income certification shows two family members.

Recommendation

We recommend the LG:

- a) Ensure that income certifications are performed in a timely manner using information that is current and up-to-date and which meets the 120-day clock requirement; and
- b) Verify the accuracy of information contained in the tracking system prior to completing and submitting the Annual Report.

Observation #9 – Ruthie Mae P. file

- a) The file contained one or more asset and/or earned/unearned income source verifications that were more than 120 days old from the date of receipt by the LG. Social Security documentation is dated 07/18/2013. The document was over 120 days old at effective date of income certification 08/29/2014. The file was later updated with a newer version of the Social Security document on 10/09/2014.
- b) The household's income from assets was not calculated correctly per guidance described in Appendix E, Section B of Florida Housing's SHIP Program Overview and Procedures Manual (rev. 7/2015). The interest on a saving account was not calculated into the Total Income from Assets total. The inclusion of amount would not affect recipient eligibility.

Recommendation

We recommend the LG:

- a) Ensure that income certifications are performed in a timely manner using information that is current and up-to-date and which meets the 120-day clock requirement; and
- b) Ensure that annual gross income calculations accurately reflect income from all sources, including interest income.

Other Comments

The following items, though not addressed specifically by either the SHIP statute or rule, or by the LG's LHAP, were noted during the review. These suggested actions are offered for consideration by the LG for implementation as "best practices" in the administration of its SHIP program. The LG is not required to respond to these other comments.

Item #1: Effective Date of a RIC

The SHIP Program Manual states that "The effective date of the income certification is the date the last person signs the income certification." However, four of the five files reviewed had effective dates noted on the Income Certifications that were other than the date the last person signed.

Suggested Action / Basis:

We recommend that the LG follow the guidance provided in the SHIP Program Manual when determining the effective date of the Income Certifications and ensure that the Income Certification is properly completed when certifying an applicant as income-eligible.

Item #2: Date Stamping of Asset and Income Verification Documents

During the review, it was noted that all of the files contained one or more asset and/or income verifications that were not date stamped or otherwise noted to indicate the date on which the verification was received by the LG.

Suggested Action / Basis:

We recommend the LG consider implementing a process that would require the date stamping of all asset and income verification documents received. Date stamping documents can be useful in assisting a LG with monitoring its compliance with the requirement that assistance be provided within 120 days from the date that the earliest verification document was received. Implementing such a process would be consistent with guidance provided within the Florida Housing Coalition's SHIP Program Manual, which states, "Upon receiving the income verifications, date-stamp each one..."

Item #3: Award Letters

In three of the five files reviewed, the execution dates (effective date) of the income certification form is later than the date of the award letter.

Suggested Action / Basis:

Item #4: Document Modifications

White out and strike throughs were used to make changes to two income certifications.

Suggested Action / Basis:

We recommend that that modifications made to documents be initialed and dated as appropriate.

Conclusion

We look forward to receiving the Local Government's response, including proposed corrective actions, to the observations included herein within 30-calendar days from receipt of this report.

Further assistance can be found within F.S. 420.907, F.A.C. 67-37 (last amended 11/22/2009), the Florida Housing Coalition's *SHIP Program Manual* (Revised July 2008), the Florida Housing Finance Corporation's *SHIP Program Manual* (Revised July 2015), 24 CFR Part 5, and *HUD Handbook 4350.3: Occupancy Requirements of Subsidized Multifamily Housing Programs*.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Requesting Board to award the bid for the rehabilitation of the home of the home of Timothy Harrell through the Community Development Block Grant (CDBG) program to Johnson & Johnson Roofing, Inc.

MEETING DATE REQUESTED:

March 22, 2016

Statement of Issue: The Board received bids at the March 7, 2016 meeting and the low bidder was Johnson & Johnson Roofing, Inc. for the rehabilitation of the home of Timothy Harrell through the CDBG program.

Recommended Action: Approve awarding the bid to Johnson & Johnson Roofing, Inc. in the amount of \$19,075.00.

Fiscal Impact: The 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 Bid committee has reviewed the bid documents received and Johnson & Johnson Roofing was the low bidder and all bid documents were found to be in order. No local contractors bid on the project.

Attachments: Bid Tabulation



March 10, 2016

Taylor County Board of County Commissioners
201 E Green St.
Perry, FL 32348

Re: Recommendation of Award – Round #2
CDBG Housing Rehabilitation Program
DEO Contract #15DB-OJ-03-72-01-H 18

Honorable Taylor County Commissioners:

On March 7, 2016 bids were accepted and opened for one (1) housing unit as part of the Taylor County CDBG Housing Rehabilitation (CDBG-HR) Program. A total of two (2) pre-qualified contractors have submitted bids for consideration, and Jordan & Associates has completed a line item review of each accepted bid. The data reflected in the attached Bid Tabulation Sheet represents the results of our line item review as well as our recommendation of the lowest responsible and reasonable bidder. As a reference, our recommendation is as follows:

Johnson & Johnson Roofing, Inc:
T-12 (Harrell) in the amount of \$19,075.00

Upon your acceptance of our recommended award, we look forward to scheduling Pre-Construction Conferences with the awarded contractor and the resident. Upon execution of contract documents, we look forward to overseeing the subsequent construction of many housing units throughout the county

Should you have any questions or concerns regarding this recommendation, please do not hesitate to contact me at (904) 264-6203 or by e-mail at rvanzant@jordangrants.com.


Sincerely,

Ronald M. Vanzant

Ronald M. Vanzant
Jordan & Associates

ATTACHMENT #2**TAYLOR COUNTY CDBG-HR PROGRAM
BID TABULATION – 03/07/2016**

Contractors Attending Pre-Bid	T-12 Harrell
Emerald Coast Constructors	NO BID SUBMITTED
Fla. Homes, Inc. Realty/Construction	\$19,855.00
Johnson & Johnson Roofing, Inc. DBA Certified Roofing & Constructions	\$19,075.00
15 % Below J&A Estimate	\$15,916.25
Jordan & Associates Estimate	\$18,725.00
15 % Above J&A Estimate	\$21,533.75

TAYLOR COUNTY BOARD OF COMMISSIONERS	
<i>County Commission Agenda Item</i>	
SUBJECT/TITLE: 	Board to review and approve the Florida Department of Transportation Joint Participation Agreement (JPA) #439287-1-94-16, Resolution, and the County Attorney's Statement for the feasibility study for the viability of a Solar Photovoltaic Farm at Perry Foley Airport.
MEETING DATE REQUESTED:	March 22, 2016

Statement of Issue: Board to review and approve the JPA in the amount of \$19,135.00, Resolution, and County Attorney's Statement for a feasibility study on the viability of a solar farm located on the grounds of Perry Foley Airport.

Recommended Action: Approve the FDOT Joint Participation Agreement, Resolution, and County Attorney's Statement.

Fiscal Impact: The JPA is in the amount of \$19,135.00 The project will 100% grant funded. THE COUNTY IS NOT PROVIDING A MATCH.

Budgeted Expense: Y/N Not Applicable

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: As there is a great deal of interest in locating a Solar Photovoltaic Farm on the grounds of Perry-Foley Airport FDOT to generate revenue for the airport, staff and AVCON, Inc. (the airport consulting firm) have met with FDOT in an effort to obtain funding for the required feasibility study. FDOT has agreed to provide \$19,135.00 for the project.

Attachments: FDOT Joint Participation Agreement , Resolution, and County Attorney's Statement.



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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

DUSTIN HINKLE, County Administrator
201 East Green Street
Perry, Florida 32347
(850) 838-3500, extension 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

Upon motion of Commissioner _____ with second by Commissioner _____ and a vote of _____ the Board of Taylor County Board of County Commissioners, adopt the following resolution:

RESOLUTION

WHEREAS, The *Taylor County Board of Commissioners*, and the *State of Florida Department of Transportation (FDOT)* have determined it to be in their mutual interest to facilitate the development of the herein described project at the *Perry Foley Airport*, to wit:

TO PERFORM A FEASIBILITY STUDY TO DETERMINE THE VIABILITY OF INSTALLING A SOLAR PHOTOVOLTAIC (PV) FARM ON THE AIRPORT PROPERTY WHILE COMPLYING WITH FAA REGULATIONS AT THE PERRY FOLEY AIRPORT.

Financial Project No: 439287-1-94-16

WHEREAS, the State of Florida Department of Transportation (FDOT), and the Taylor County Board of County Commissioners have agreed to the project; the project has an estimated cost of \$19,135.00; FDOT will be funding a maximum of \$19,135.00 as Taylor County is eligible for 100% funding under the Rural Economic Development Initiative (REDI); and;

WHEREAS, both parties now wish to formalize the arrangement in the form of a Joint Participation Agreement (JPA).

NOW THEREFORE, be it resolved, as follows:

1. The **TAYLOR COUNTY BOARD OF COMMISSIONERS** confirms its desire to enter into a Joint Participation Agreement with the **State of Florida Department of Transportation**;
2. *Taylor County is eligible for 100% funding for the project under the Rural Economic Development Initiative (REDI)*;
3. The Chairman, Jody DeVane, or his authorized designee, is authorized to execute this Resolution of the Taylor County Board of Commissioners; and
4. The Chairman, Jody DeVane, or his authorized designee, is herein specifically authorized to enter into and sign such documents as may be necessary, including the referenced Joint Participation Agreement with the State of Florida Department of Transportation

WITNESSETH: Adopted the 22nd day of March, 2016 in Regular Session by the **Taylor County Board of Commissioners**.

Board of County Commissioners
Taylor County, Florida

By: _____
Jody DeVane, Chairman

Attest: _____
Annie Mae Murphy, Clerk



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

Project Description: Feasibility Study To Determine The Viability Of A Solar
Photovoltaic (PV) Farm At Perry Foley Airport

Financial Project: 439287-1-94-16

:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Florida, I have examined the foregoing Grant Agreement and the actions taken by the said Sponsor and the Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at Perry, Florida, this 22nd day of March 2016.

By: _____
Conrad Bishop, County Attorney

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
JOINT PARTICIPATION AGREEMENT

725-030-06
PUBLIC TRANSPORTATION
OGC - 7/15
Page 1 of 14

Financial Project No.: <u>439287-1-94-16</u> (item-segment-phase-sequence)	Fund: <u>DPTO</u> Function: <u>637</u> Federal No.: _____ DUNS No.: <u>80-939-7102</u>	FLAIR Approp.: <u>088719</u> FLAIR Obj.: <u>751000</u> Org. Code: <u>55022020228</u> Vendor No.: <u>VF596000879001</u>
Contract No.: _____ CFDA Number: _____ CFDA Title: _____	Agency DUNS No.: _____	CSFA Number: <u>55.004</u> CSFA Title: <u>Aviation Grant Program</u>

THIS AGREEMENT, made and entered into this _____ day of _____,

by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida,

hereinafter referred to as the Department, and Taylor County

511 Industrial Drive Perry, FL 32348

hereinafter referred to as Agency. The Department and Agency agree that all terms of this Agreement will be completed

on or before 9/28/2018 and this Agreement will expire unless a time extension is provided

in accordance with Section 16.00.

WITNESSETH:

WHEREAS, the Agency has the authority to enter into said Agreement and to undertake the project hereinafter described, and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction including the implementation of an integrated and balanced transportation system and is authorized under

332.006(6), Florida Statutes, to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

1.00 Purpose of Agreement: The purpose of this Agreement is

To perform a feasibility study to determine the viability of installing a solar photovoltaic (PV) farm on the airport property while complying with FAA regulations at the Perry Foley Airport.

The municipality is eligible for and has requested a Rural Economic Development Initiative (REDI) waiver pursuant to Florida Statute 288.0656.

and as further described in Exhibit(s) A,B,C & D attached hereto and by this reference made a part hereof, hereinafter referred to as the project, and to provide Departmental financial assistance to the Agency and state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the project will be undertaken and completed.

2.00 Accomplishment of the Project

2.10 General Requirements: The Agency shall commence, and complete the project as described in Exhibit "A" attached hereto and by this reference made a part hereof this Agreement, with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws.

2.20 Pursuant to Federal, State, and Local Law: In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is requisite under applicable law to enable the Agency to enter into this Agreement or to undertake the project hereunder, or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

2.30 Funds of the Agency: The Agency shall initiate and prosecute to completion all proceedings necessary including federal aid requirements to enable the Agency to provide the necessary funds for completion of the project.

2.40 Submission of Proceedings, Contracts and Other Documents: The Agency shall submit to the Department such data, reports, records, contracts and other documents relating to the project as the Department may require as listed in Exhibit "C" attached hereto and by this reference made a part hereof. The Department has the option to require an activity report on a quarterly basis. The activity report will include details of the progress of the project towards completion.

3.00 Project Cost: The total estimated cost of the project is \$ 19,135.00. This amount is based upon the estimate summarized in Exhibit "B" attached hereto and by this reference made a part hereof this Agreement. The Agency agrees to bear all expenses in excess of the total estimated cost of the project and any deficits involved.

4.00 Department Participation: The Department agrees to maximum participation, including contingencies, in the project in the amount of \$ 19,135.00 as detailed in Exhibit "B", or in an amount equal to the percentage(s) of total project cost shown in Exhibit "B", whichever is less.

4.10 Project Cost Eligibility : Project costs eligible for State participation will be allowed only from the effective date of this agreement. It is understood that State participation in eligible project costs is subject to:

- (a) Legislative approval of the Department's appropriation request in the work program year that the project is scheduled to be committed;
- (b) Availability of funds as stated in Section 15.00 of this Agreement; Approval of all plans, specifications, contracts or other obligating documents as required by the Department, and all other terms of this Agreement;
- (c) Department approval of costs in excess of the approved funding or attributable to actions which have not received the required approval of the Department and all other terms of this Agreement;
- (d) Department approval of the project scope and budget (Exhibits A & B) at the time appropriation authority becomes available.

4.20 Front End Funding : Front end funding ☐ is ☒ is not applicable. If applicable, the Department may initially pay 100% of the total allowable incurred project costs up to an amount equal to its total share of participation as shown in paragraph 4.00.

5.00 Project Budget and Payment Provisions:

5.10 The Project Budget: A project budget shall be prepared by the Agency and approved by the Department. The Agency shall maintain said budget, carry out the project and shall incur obligations against project funds only in conformity with the latest approved budget for the project. No budget increase or decrease shall be effective unless it complies with fund participation requirements established in Section 4.00 of this Agreement, or Amendment thereto, and is approved by the Department Comptroller.

5.20 Payment Provisions: Unless otherwise allowed, payment will begin in the year the project or project phase is scheduled in the work program as of the date of the agreement. Payment will be made for actual costs incurred as of the date the invoice is submitted with the final payment due upon receipt of a final invoice. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. If the Department determines that the performance of the Participant is unsatisfactory, the Department shall notify the Participant of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Participant shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Participant will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Participant shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the Participant resolves the deficiency. If the deficiency is subsequently resolved, the Participant may bill the Department for the retained amount during the next billing period. If the Participant is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement's term.

6.00 Accounting Records:

6.10 Establishment and Maintenance of Accounting Records: The Agency shall establish for the project, in conformity with requirements established by Department's program guidelines/procedures and "Principles for State and Local Governments", separate accounts to be maintained within its existing accounting system or establish independent accounts. Such accounts are referred to herein collectively as the "project account". Records of costs incurred under terms of this Agreement shall be maintained in the project account and made available upon request to the Department at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Agency and all sub-consultants performing work on the Project and all other records of the Agency and sub-consultants considered necessary by the Department for a proper audit of costs. If any litigation, claim, or audit is started before the expiration of the five (5) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

6.20 Costs Incurred for the Project: The Agency shall charge to the project account all eligible costs of the project. Costs in excess of the latest approved budget or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs.

6.30 Documentation of Project Costs: All costs charged to the project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges.

6.40 Checks, Orders, and Vouchers: Any check or order drawn by the Agency with respect to any item which is or will be chargeable against the project account will be drawn only in accordance with a properly signed voucher then on file in the office of the Agency stating in proper detail the purpose for which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the project shall be clearly identified, readily accessible, and, to the extent feasible, kept separate and apart from all other such documents.

6.50 Audit Authority: The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

Part I Federally Funded:

1. In addition to reviews of audits conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO) or State of Florida Auditor General.

2. The Agency, a non-Federal entity as defined by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as defined by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, as a subrecipient of a Federal award awarded by the Department through this Agreement is subject to the following requirements:

- a. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with the provisions of 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014. Exhibit _____ to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and the requirements of 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014. An audit conducted by the State of Florida Auditor General in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, will meet the requirements of this part.
- b. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as provided in 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014.
- c. In the event the Agency expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from the Agency's resources obtained from other than Federal entities).

- d. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and for audits required by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014.
- e. Upon receipt, and within six months, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance.
- f. As a condition of receiving this Federal award, the Agency shall permit the Department, or its designee, the CFO or State of Florida Auditor General access to the Agency's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
- g. The Department's contact information for requirements under this part is as follows:
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

Part II State Funded:

1. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or State of Florida Auditor General.

2. The Agency, a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:

- a. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit _____ to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

- b. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- c. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (i.e., the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).
- d. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111W Madison Street, Room 401
Tallahassee, FL 32399-1450

- e. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- f. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.
- g. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
- h. As a condition of receiving state financial assistance, the Agency shall permit the Department, or its designee, DFS or the Auditor General access to the Agency's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department, or its designee, DFS or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

6.60 Insurance: Execution of this Joint Participation Agreement constitutes a certification that the Agency has and will maintain the ability to repair or replace any project equipment or facilities in the event of loss or damage due to any accident or casualty for the useful life of such equipment or facilities. In the event of the loss of such equipment or facilities, the Agency shall either replace the equipment or facilities or reimburse the Department to the extent of its interest in the lost equipment or facility. The Department may waive or modify this section as appropriate.

7.00 Requisitions and Payments:

7.10 Action by the Agency: In order to obtain any Department funds, the Agency shall file with the Department of Transportation, District Two Public Transportation Office 2198 Edison Avenue Jacksonville, FL, FL, 32204-2730 its requisition on a form or forms prescribed by the Department, and any other data pertaining to the project account (as defined in Paragraph 6.10 hereof) to justify and support the payment requisitions.

7.11 The Agency shall provide the following quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A". Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion.

7.12 Invoices for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof, based on the quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A". Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments.

7.13 Supporting documentation must establish that the deliverables were received and accepted in writing by the Department and that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Section 2.00 and Exhibit "A" has been met.

7.14 Invoices for any travel expenses by the Agency shall be submitted in accordance with Chapter 112.061, F.S., and shall be submitted on the Department's **Travel Form No. 300-000-01**. The Department may establish rates lower than the maximum provided in Chapter 112.061, F.S.

7.15 For real property acquired, submit;

- (a) the date the Agency acquired the real property,
- (b) a statement by the Agency certifying that the Agency has acquired said real property, and actual consideration paid for real property.
- (c) a statement by the Agency certifying that the appraisal and acquisition of the real property together with any attendant relocation of occupants was accomplished in compliance with all federal laws, rules and procedures required by any federal oversight agency and with all state laws, rules and procedures that may apply to the Agency acquiring the real property.

7.20 The Department's Obligations: Subject to other provisions hereof, the Department will honor such requisitions in amounts and at times deemed by the Department to be proper to ensure the carrying out of the project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment on the project if:

7.21 Misrepresentation: The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof, or in or with respect to any document or data furnished therewith or pursuant hereto;

7.22 Litigation: There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the project, the Agreement, or payments to the project;

7.23 Approval by Department: The Agency shall have taken any action pertaining to the project which, under this agreement, requires the approval of the Department or has made related expenditures or incurred related obligations without having been advised by the Department that same are approved;

7.24 Conflict of Interests: There has been any violation of the conflict of interest provisions contained herein;

7.25 Default: The Agency has been determined by the Department to be in default under any of the provisions of the Agreement; or

7.26 Federal Participation (If Applicable): Any federal agency providing federal financial assistance to the project suspends or terminates federal financial assistance to the project. In the event of suspension or termination of federal financial assistance, the Agency will reimburse the Department for all disallowed costs, including any and all federal financial assistance as detailed in Exhibit "B."

7.30 Disallowed Costs: In determining the amount of the payment, the Department will exclude all projects costs incurred by the Agency prior to the effective date of this Agreement, after the expiration date of this Agreement, costs which are not provided for in the latest approved scope and budget for the project, and costs attributable to goods or services received under a contract or other arrangements which have not been approved by the Department and costs invoiced prior to receipt of annual notification of fund availability.

7.40 Payment Offset: If, after project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this agreement, the Department may offset such amount from payments due for work or services done under any public transportation joint participation agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within sixty (60) days to the Department. Offsetting amounts shall not be considered a breach of contract by the Department.

8.00 Termination or Suspension of Project:

8.10 Termination or Suspension Generally: If the Agency abandons or, before completion, finally discontinues the project; or if, by reason of any of the events or conditions set forth in Sections 7.21 to 7.26 inclusive, or for any other reason, the commencement, prosecution, or timely completion of the project by the Agency is rendered improbable, infeasible, impossible, or illegal, the Department will, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Department may terminate any or all of its obligations under this Agreement.

8.11 Action Subsequent to Notice of Termination or Suspension. Upon receipt of any final termination or suspension notice under this paragraph, the Agency shall proceed promptly to carry out the actions required therein which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the project activities and contracts, and other undertakings the cost of which are otherwise includable as project costs; and (3) remit to the Department such portion of the financing and any advance payment previously received as is determined by the Department to be due under the provisions of the Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and budget within a reasonable time. The approval of a remittance by the Agency or the closing out of federal financial participation in the project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

8.12 The Department reserves the right to unilaterally cancel this Agreement for refusal by the contractor or Agency to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S. and made or received in conjunction with this Agreement.

9.00 Audit and Inspection: The Agency shall permit, and shall require its contractors to permit, the Department's authorized representatives to inspect all work, materials, payrolls, records; and to audit the books, records and accounts pertaining to the financing and development of the project.

10.00 Contracts of the Agency:

10.10 Third Party Agreements: The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant, purchase of commodities contracts or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department as provided in Section 7.23. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the project, the Department must exercise the right to third party contract review.

10.20 Procurement of Personal Property and Services

10.21 Compliance with Consultants' Competitive Negotiation Act: It is understood and agreed by the parties hereto that participation by the Department in a project with an Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency complying in full with provisions of Chapter 287.055, F.S., Consultants' Competitive Negotiation Act. At the discretion of the Department, the Agency will involve the Department in the Consultant Selection Process for all contracts. In all cases, the Agency's Attorney shall certify to the Department that selection has been accomplished in compliance with Chapter 287.055 F.S., the Consultants' Competitive Negotiation Act.

10.22 Procurement of Commodities or Contractual Services: It is understood and agreed by the parties hereto that participation by the Department in a project with an Agency, where said project involves the purchase of commodities or contractual services or the purchasing of capital equipment or the constructing and equipping of facilities, which includes engineering, design, and/or construction activities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 F.S., is contingent on the Agency complying in full with the provisions of Chapter 287.057 F.S. The Agency's Attorney shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 F.S. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in Exhibit "B", or that is not consistent with the project description and scope of services contained in Exhibit "A" must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department as provided in Section 7.23.

10.30 Disadvantaged Business Enterprise (DBE) Policy and Obligation:

10.31 DBE Policy: The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*)

10.40 The Agency agrees to report any reasonable cause notice of noncompliance based on 49 CFR Part 26 filed under this section to the Department within 30 days of receipt by the Agency.

11.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

11.10 Equal Employment Opportunity: In connection with the carrying out of any project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex or national origin. The Agency will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Agency shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development or operation of the project, except contracts for standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the project involves installation, construction, demolition, removal, site improvement, or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

11.20 Title VI - Civil Rights Act of 1964: Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et. seq.), the Regulations of the Federal Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto.

11.30 Title VIII - Civil Rights Act of 1968: Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VIII of the Civil Rights Act of 1968, 42 USC 3601, et seq., which among other things, prohibits discrimination in employment on the basis of race, color, national origin, creed, sex, and age.

11.40 Americans with Disabilities Act of 1990 (ADA): Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by the ADA (42 U.S.C. 12102, et. seq.), the regulations of the federal government issued thereunder, and the assurance by the Agency pursuant thereto.

11.50 Prohibited Interests: The Agency shall not enter into a contract or arrangement in connection with the project or any property included or planned to be included in the project, with any officer, director or employee of the Agency, or any business entity of which the officer, director or employee or the officer's, director's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer, director or employee or the officer's, director's or employee's spouse or child, or any combination of them, has a material interest.

"Material Interest" means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity.

The Agency shall not enter into any contract or arrangement in connection with the project or any property included or planned to be included in the project, with any person or entity who was represented before the Agency by any person who at any time during the immediately preceding two years was an officer, director or employee of the Agency.

The provisions of this subsection shall not be applicable to any agreement between the Agency and its fiscal depositories, any agreement for utility services the rates for which are fixed or controlled by the government, or any agreement between the Agency and an agency of state government.

11.60 Interest of Members of, or Delegates to, Congress: No member or delegate to the Congress of the United States, or the State of Florida legislature, shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

12.00 Miscellaneous Provisions:

12.10 Environmental Regulations: Execution of this Joint Participation Agreement constitutes a certification by the Agency that the project will be carried out in conformance with all applicable environmental regulations including the securing of any applicable permits. The Agency will be solely responsible for any liability in the event of non-compliance with applicable environmental regulations, including the securing of any applicable permits, and will reimburse the Department for any loss incurred in connection therewith.

12.20 Department Not Obligated to Third Parties: The Department shall not be obligated or liable hereunder to any party other than the Agency.

12.30 When Rights and Remedies Not Waived: In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist, on the part of the Agency, and the making of such payment by the Department while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

12.40 How Agreement Is Affected by Provisions Being Held Invalid: If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

12.50 Bonus or Commission: By execution of the Agreement the Agency represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

12.60 State or Territorial Law: Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable State law: Provided, that if any of the provisions of the Agreement violate any applicable State law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the project.

12.70 Use and Maintenance of Project Facilities and Equipment: The Agency agrees that the project facilities and equipment will be used by the Agency to provide or support public transportation for the period of the useful life of such facilities and equipment as determined in accordance with general accounting principles and approved by the Department. The Agency further agrees to maintain the project facilities and equipment in good working order for the useful life of said facilities or equipment.

12.71 Property Records: The Agency agrees to maintain property records, conduct physical inventories and develop control systems as required by 49 CFR Part 18, when applicable.

12.80 Disposal of Project Facilities or Equipment: If the Agency disposes of any project facility or equipment during its useful life for any purpose except its replacement with like facility or equipment for public transportation use, the Agency will comply with the terms of 49 CFR Part 18 relating to property management standards. The Agency agrees to remit to the Department a proportional amount of the proceeds from the disposal of the facility or equipment. Said proportional amount shall be determined on the basis of the ratio of the Department financing of the facility or equipment as provided in this Agreement.

12.90 Contractual Indemnity: To the extent provided by law, the Agency shall indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Agency, its agents, or employees, during the performance of the Agreement, except that neither the Agency, its agents, or its employees will be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Department or any of its officers, agents, or employees during the performance of the Agreement.

When the Department receives a notice of claim for damages that may have been caused by the Agency in the performance of services required under this Agreement, the Department will immediately forward the claim to the Agency. The Agency and the Department will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the Department will determine whether to require the participation of the Agency in the defense of the claim or to require that the Agency defend the Department in such claim as described in this section. The Department's failure to promptly notify the Agency of a claim shall not act as a waiver of any right herein to require the participation in or defense of the claim by Agency. The Department and the Agency will each pay its own expenses for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all expenses at trial.

13.00 Plans and Specifications: In the event that this Agreement involves the purchasing of capital equipment or the constructing and equipping of facilities, where plans and specifications have been developed, the Agency shall provide an Engineer's Certification that certifies project compliance as listed below, or in Exhibit "C" if applicable. For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, hereinafter collectively referred to as "plans", the Agency will certify that:

- a. All plans comply with federal, state, and professional standards as well as minimum standards established by the Department as applicable;
- b. The plans were developed in accordance with sound engineering and design principles, and with generally accepted professional standards;
- c. The plans are consistent with the intent of the project as defined in Exhibits "A" and "B" of this Agreement as well as the Scope of Services; and
- d. The plans comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

Notwithstanding the provisions of this paragraph, the Agency, upon request by the Department, shall provide plans and specifications to the Department for review and approvals.

14.00 Project Completion, Agency Certification: The Agency will certify in writing on or attached to the final invoice, that the project was completed in accordance with applicable plans and specifications, is in place on the Agency facility, that adequate title is in the Agency and that the project is accepted by the Agency as suitable for the intended purpose.

15.00 Appropriation of Funds:

15.10 The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

15.20 Multi-Year Commitment: In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Chapter 339.135(6)(a), F.S., are hereby incorporated: "(a) The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of 25,000 dollars and which have a term for a period of more than 1 year."

16.00 Expiration of Agreement: The Agency agrees to complete the project on or before 9/28/2018. If the Agency does not complete the project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Urban Planning and Modal Administrator. Expiration of this Agreement will be considered termination of the project and the procedure established in Section 8.00 of this Agreement shall be initiated.

16.10 Final Invoice: The Agency must submit the final invoice on this project to the Department within 120 days after the expiration of this Agreement. Invoices submitted after the 120 day time period will not be paid.

17.00 Agreement Format: All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

18.00 Execution of Agreement: This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

19.00 Restrictions on Lobbying:

19.10 Federal: The Agency agrees that no federal appropriated funds have been paid or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

If any funds other than federal appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Joint Participation Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Agency shall require that the language of this section be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

19.20 State: No funds received pursuant to this contract may be expended for lobbying the Legislature or a state agency.

20.00 Vendors Rights: Vendors (in this document identified as Agency) providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

If a payment is not available within 40 days after receipt of the invoice and receipt, inspection and approval of goods and services, a separate interest penalty in accordance with Section 215.422(3)(b), F.S. will be due and payable, in addition to the invoice amount to the Agency. The interest penalty provision applies after a 35 day time period to health care providers, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices which have to be returned to an Agency because of vendor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Division of Consumer Services at 1-877-693-5236.

21.00 Public Entity Crime: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, F.S. for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

22.00 Discrimination: An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

23.00 E-Verify:

Vendors/Contractors:

1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

24.00 The contractor/consultant/vendor agrees to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

IN WITNESS WHEREOF, the parties hereto have caused these presents be executed, the day and year first above written.

AGENCY

FDOT

Taylor County

AGENCY NAME

See attached Encumbrance Form for date of Funding
Approval by Comptroller

SIGNATORY (PRINTED OR TYPED)

LEGAL REVIEW
DEPARTMENT OF TRANSPORTATION

SIGNATURE

James M. Knight, P.E.

DEPARTMENT OF TRANSPORTATION

TITLE

Urban Planning and Modal Administrator

TITLE

EXHIBIT "A"

PROJECTS DESCRIPTION AND RESPONSIBILITIES

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and Taylor County
511 Industrial Drive Perry, FL 32348
referenced by the above Financial Project Number.

PROJECT LOCATION:

Perry-Foley Airport

PROJECT DESCRIPTION:

To perform a feasibility study to determine the viability of installing a solar photovoltaic (PV) farm on the airport property while complying with FAA regulations at the Perry Foley Airport.

SPECIAL CONSIDERATIONS BY AGENCY:

The audit report(s) required in paragraph 6.50 of the Agreement shall include a schedule of project assistance that will reflect the Department's contract number, Financial Project Number and the Federal Identification number, where applicable, and the amount of state funding action (receipt and disbursement of funds) and any federal or local funding action and the funding action from any other source with respect to the project.

The audit report(s) required in paragraph 7.60 of the Agreement shall include a schedule of project assistance that will reflect the Department's contract number, Financial Project Number and the Federal Identification number, where applicable, and the amount of state funding action (receipt and disbursement of funds) and any federal or local funding action and the funding action from any other source with respect to the project.

Effective July 1, 2010, Section 215.971, Florida Statutes (F.S.) now requires all new Joint Participation Agreement (JPA) the Department executes to clearly document contract deliverables and establish minimum level of services. The JPA scope of services will be required to clearly divide project tasks into quantifiable, measurable, and verifiable units of deliverables that must be received and accepted by the Department, in writing, prior to payment for services. Each deliverable must specify the required level of service to be performed and the Department's criteria for evaluating successful completion. Once the following items have been submitted to and approved in writing by the Department they will be added to this JPA under Exhibit "A" to meet the deliverable requirements under Section 215.971 F.S.:

Scope of Services

Design Phase

1. A signed copy of the approved scope of services and schedule of values that are incorporated into an agreement between the Agency and its third-party consultant. The scope of services must include or incorporate by reference a schedule of values that will be used to approve and make payments to the third-party consultant. The scope of services and included schedule of values must be approved in writing by the Department before the Agency enters into an agreement with its third-party consultant. The schedule of values shall be a complete and detailed itemization describing each subcategory of work and related pay items and their associated total value, quantity, unit of measurement and unit price/cost. The consultant should invoice the Agency on a regular basis using the approved schedule of values and one of the following methods:

- a. **Percentage Completed.** For this method the consultant's invoice should list a detail description of each task in the approved scope of services and schedule of values, the dollar value amount for the item, the percentage completed for the item, and the dollar value for the percentage completed.
- b. **Completed Tasks.** For this method the consultant's invoice should list a detail description of each task in the approved scope of services and schedule of values, the dollar value amount for each item, indicate which task have been completed,

EXHIBIT "A"

PROJECTS DESCRIPTION AND RESPONSIBILITIES

and the dollar value for each task completed.

2. The Agency shall sign each invoice submitted to the Department and certify thereon that the Agency has verified that the percentages of and/or task completions are correct and that the amounts indicated on the invoice are correct.
3. Any change(s) to the approved scope of services or schedule of values will require a change order approved by the Department, and signed by the Agency and the third-party consultant. Invoices incorporating unapproved changes cannot be submitted by the Agency or paid by the Department.

Construction Phase

4. A signed copy of the approved scope of services and schedule of values that are incorporated into an agreement between the Agency and its construction contractor. The scope of services must include or incorporate by reference a schedule of values that will be used to approve and make payments to the contractor. The scope of services and included schedule of values must be approved in writing by the Department before the Agency enters into an agreement with its contractor. The schedule of values shall be a complete and detailed itemization describing each subcategory of work and related pay items and their associated total value, quantity, unit of measurement and unit price/cost. The contractor should invoice the Agency on a regular basis using the approved schedule of values and one of the following methods:
 - a. **Percentage Completed.** For this method the contractor's invoice should list a detail description of each task in the approved scope of services and schedule of values, the dollar value amount for the item, the percentage completed for the item, and the dollar value for the percentage completed.
 - b. **Completed Tasks.** For this method the contractor's invoice should list a detail description of each task in the approved scope of services and schedule of values, the dollar value amount for each item, indicate which task have been completed, and the dollar value for each task completed.
5. The contractor should submit their pay request to the Agency's project inspector for approval using the standard "Application and Certificate for Payment" form. The Agency's project inspector will review and approve the contractor's pay request certifying the percentage of completion and/or quantities are correct.
6. The Agency shall sign each invoice submitted to the Department and certify thereon that the Agency has verified that the percentages of and/or task completions are correct and that the amounts indicated on the invoice are correct.
7. Any change(s) to the approved scope of services or schedule of values will require a change order approved by the Department, and signed by the Agency and the contractor. Invoices incorporating unapproved changes cannot be submitted by the Agency or paid by the Department.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

The following conditions would warrant an administrative action by the Department which may result in termination and closure of the grant award:

- No invoice activity for 6 month or
- No contract activity for 18 months

Financial Project No. 439287-1-94-16

Contract No. _____

Agreement Date _____

EXHIBIT "B" PROJECT BUDGET

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida,

Department of Transportation and Taylor County

511 Industrial Drive Perry, FL 32348

referenced by the above Financial Project Number.

I.	PROJECT COST:					\$19,135.00
	TOTAL PROJECT COST:					\$19,135.00
II.	PARTICIPATION:					
	Maximum Federal Participation					
	FAA	(0 %)	or	\$	0.00	
	Agency Participation					
	In-Kind	(%)	or	\$		
	Cash	(0 %)	or	\$	0.00	
	Other	(%)	or	\$		
	Maximum Department Participation,					
	Primary					
	DPTO, DDR	(100 %)	or	\$	19,135.00	
	Federal Reimbursable	(%)	or	\$		
	Local Reimbursable	(%)	or	\$		
	TOTAL PROJECT COST:					\$19,135.00

EXHIBIT "C"
AVIATION PROGRAM ASSURANCES

725-040-15
AVIATION
OGC - 03/15

Financial Project No. 439287-1-94-16

Contract No. _____

Agreement Date _____

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida,
Department of Transportation and Taylor County
511 Industrial Drive Perry, FL 32348

A. General

1. The assurances herein shall form an integral part of the Joint Participation Agreement (Agreement) between the State of Florida, Department of Transportation (Department) and the airport sponsor, whether county or municipal government body or special district, such as an Airport Authority (herein, collectively referred to as "Agency").
2. These assurances delineate the obligations of the parties to this Agreement to ensure their commitment and compliance with specific provisions of Exhibit A, "Project Description and Responsibilities" and Exhibit B, "Project Budget", as well as serving to protect public investment in public-use airports and the continued viability of the Florida Aviation System.
3. The Agency shall comply with the assurances as specified in this Agreement.
4. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or project items installed within a facility for an airport development or noise compatibility program project, but shall not exceed 20 years from the effective date of this Agreement.
5. There shall be no limit on the duration on the terms and assurances of this Agreement regarding Exclusive Rights and Airport Revenue so long as the property is used as a public airport.
6. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by the State of Florida.
7. Subject to appropriations, the Department shall continue to comply with its financial commitment to this project under the terms of this Agreement, until such time as the Department may determine that the Agency has failed to comply with the terms of the Agreement and/or these assurances.
8. An Agency that has been determined by the Department to have failed to comply with the terms of the Agreement and/or these assurances shall be notified, in writing, by the Department, identifying the specifics of the non-compliance and any corrective action by the Agency to remedy the failure.
9. Failure by the Agency to satisfactorily remedy the non-compliance shall absolve the Department's continued financial commitment to this project and immediately require the Agency to repay the Department the full amount of funds expended by the Department on this project.
10. Any history of failure to comply with the terms of an Agreement and/or assurances will jeopardize the Agency's eligibility for further state funding of airport projects by the Department.

B. Agency Compliance Certification

1. **General Certification:** The Agency hereby certifies, with respect to this project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and local government, as well as Department policies, guidelines, and requirements, including but not limited to the following (latest version of each document):

a. Florida Statutes (F.S.)

- Chapter 163, F.S., Local Government Comprehensive Planning and Land Development
- Chapter 329, F.S., Aircraft: Title; Liens; Registration; Liens

EXHIBIT "C"
AVIATION PROGRAM ASSURANCES

725-040-15
AVIATION
OGC - 03/15

- Chapter 331, F.S., Aviation and Aerospace Facilities and Commerce
- Chapter 332, F.S., Airports and Other Air Navigation Facilities
- Chapter 333, F.S., Airport Zoning

b. Florida Administrative Code (FAC)

- Chapter 73C-41, FAC, Governing the Procedure for the Submittal and Review of Local Government Comprehensive Plans and Amendments
- Chapter 14-60, FAC, Airport Licensing, Registration, and Airspace Protection
- Section 62-256.300(5) FAC, Open Burning, Prohibitions, Public Airports
- Section 62-701.320(13), FAC, Solid Waste Management, Permitting, Airport Safety

c. Local Government Requirements

- Airport Zoning Ordinance
- Local Comprehensive Plan

d. Department Requirements

- Eight Steps to Building a New Airport
- Florida Airport Revenue Use Guide
- Florida Aviation Project Handbook
- Guidebook for Airport Master Planning
- Airport Compatible Land Use Guidebook

2. Construction Certification: The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, as well as Federal Aviation Administration (FAA) Advisory Circulars (AC's) and FAA issued waivers thereto, including but not limited to the following:

a. Federal Requirements

- FAA AC 70/7460-1, Obstruction Marking and Lighting
- FAA AC 150/5300-13, Airport Design
- FAA AC 150/5370-2, Operational Safety on Airports During Construction
- FAA AC 150/5370-10, Standards for Specifying Construction of Airports

b. Local Government Requirements

- Local Building Codes
- Local Zoning Codes

EXHIBIT "C"

AVIATION PROGRAM ASSURANCES

725-040-15
AVIATION
OGC - 03/15

c. Department Requirements

- Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the "Florida Green Book")
- Manual on Uniform Traffic Control Devices
- Section 14-60.007, Florida Administrative Code, "Airfield Standards for Licensed Airports"
- Standard Specifications for Construction of General Aviation Airports
- Design Guidelines & Minimum Standard Requirements for T-Hangar Projects

3. **Land Acquisition Certification:** The Agency hereby certifies, regarding land acquisition, that it will comply with applicable federal and state policies, regulations, and laws, including but not limited to the following:

a. Federal Requirements

- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
- National Environmental Policy of 1969
- FAA Order 5050.4, National Environmental Policy Act Implementing Instructions for Airport Projects
- FAA Order 5100.37B, Land Acquisition and Relocation Assistance for Airport Projects

b. Florida Requirements

- Chapter 73, F.S., Eminent Domain (re: Property Acquired Through Condemnation)
- Chapter 74, F.S., Proceedings Supplemental to Eminent Domain (re: Condemnation)
- Section 286.23, F.S., Public Business: Miscellaneous Provisions

C. Agency Authority

1. **Legal Authority:** The Agency hereby certifies, with respect to this project Agreement, that it has the legal authority to enter into this Agreement and commit to this project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the airport sponsor's governing body authorizing this Agreement, including assurances contained therein, and directing and authorizing the person identified as the official representative of the governing body to act on its behalf with respect to this Agreement and to provide any additional information as may be required.

2. **Financial Authority:** The Agency hereby certifies, with respect to this project Agreement, that it has sufficient funds available for that portion of the project costs which are not paid by the U.S. Government or the State of Florida; that it has sufficient funds available to assure future operation and maintenance of items funded by this project, which it will control; and that authority has been granted by the airport sponsor governing body to commit those funds to this project.

D. Agency Responsibilities

The Agency hereby certifies it currently complies with or will comply with the following responsibilities:

1. Accounting System

- a. The Agency shall create and maintain a separate account to document all of the financial transactions related to the airport as a distinct entity.

EXHIBIT "C"
AVIATION PROGRAM ASSURANCES

725-040-15
AVIATION
OGC - 03/15

b. The accounting records shall be kept by the Agency or its authorized representative in accordance with Generally Accepted Accounting Principles and in an accounting system that will facilitate an effective audit in accordance with the 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Section 215.97, F.S., Florida Single Audit Act.

c. The Department has the right to audit and inspect all financial records of the airport upon reasonable notice.

2. Good Title

a. The Agency holds good title, satisfactory to the Department, to the airport or site thereof, or gives assurance, satisfactory to the Department, that good title will be obtained.

b. For noise compatibility program projects undertaken on the airport sponsor's property, the Agency holds good title, satisfactory to the Department, to that portion of the property upon which state funds will be expended, or gives assurance, satisfactory to the Department, that good title will be obtained.

3. Preserving Rights and Powers

a. The Agency will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, it will act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.

b. If an arrangement is made for management and operation of the airport by any entity or person other than the Agency or an employee of the Agency, the Agency will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the terms and assurances of this Agreement.

4. Hazard Removal and Mitigation

a. For airport hazards located on airport controlled property, the Agency will clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

b. For airport hazards not located on airport controlled property, the Agency will work in conjunction with the governing public authority or private land owner of the property to clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards. The Agency may enter into an agreement with surrounding property owners or pursue available legal remedies to remove potential hazards to air navigation.

5. Airport Compatible Land Use

a. The Agency assures that appropriate airport zoning ordinances are in place consistent with Section 333.03, F.S., "Airport Zoning", or if not in place, that it will take appropriate action necessary to ensure local government adoption of an airport zoning ordinance or interlocal agreement with another local government body having an airport zoning ordinance, consistent with the provisions of Section 333.03, F.S.

b. The Agency assures that it will disapprove or oppose any attempted alteration or creation of objects, natural or man-made, dangerous to navigable airspace or that would adversely affect the current or future levels of airport operations.

c. The Agency assures that it will disapprove or oppose any attempted change in local land use development regulations that would adversely affect the current or future levels of airport operations by creation or expansion of airport incompatible land use areas.

EXHIBIT "C"
AVIATION PROGRAM ASSURANCES

725-040-15
AVIATION
OGC - 03/15

6. Consistency with Local Government Plans

- a. The Agency assures the project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the airport.
- b. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the project.
- c. The Agency will consider and take appropriate actions, if deemed warranted, to adopt the current, approved Airport Master Plan into the local government comprehensive plan.

7. Consistency with Airport Master Plan and Airport Layout Plan

- a. The Agency assures that any project, covered by the terms and assurances of this Agreement, is consistent with the current, approved Airport Master Plan.
- b. The Agency assures that this project, covered by the terms and assurances of this Agreement, is consistent with the current, approved Airport Layout Plan (ALP), which shows:
 - (1) The boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency for airport purposes and proposed additions thereto;
 - (2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and
 - (3) The location of all existing and proposed non-aviation areas on airport property and of all existing improvements thereon.
- c. The Agency assures that it will not make or permit any changes or alterations on the airport or any of its facilities that are not consistent with the Airport Master Plan and the Airport Layout Plan, as approved by the Department.
- d. Original Airport Master Plans and Airport Layout Plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Department.

8. Airport Financial Plan

- a. The Agency assures that it will develop and maintain a cost-feasible financial plan to accomplish the projects necessary to achieve the proposed airport improvements identified in the Airport Master Plan and depicted in the Airport Layout Plan, and any updates thereto.
 - (1) The financial plan shall be a part of the Airport Master Plan.
 - (2) The financial plan shall realistically assess project phasing considering availability of state and local funding and likelihood of federal funding under the FAA's priority system.
 - (3) The financial plan shall not include Department funding for projects which are inconsistent with the local government comprehensive plan.
- b. All project cost estimates contained in the financial plan shall be entered into and kept current in the Florida Aviation Database (FAD) Joint Automated Capital Improvement Program (JACIP) website.

9. Airport Revenue

The Agency assures that all revenue generated by the airport will be expended for capital improvement or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or

EXHIBIT "C"
AVIATION PROGRAM ASSURANCES

725-040-15
AVIATION
OGC - 03/15

10. Fee and Rental Structure

- a. The Agency assures that it will maintain a fee and rental structure for facilities and services at the airport that will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.
- b. If this Agreement results in a facility that will be leased or otherwise produce revenue, the Agency assures that the price charged for that facility will be based on the market value.

11. Public-Private Partnership for Aeronautical Uses

- a. If the airport owner or operator and a person or entity that owns an aircraft or an airport tenant or potential tenant agree that an aircraft hangar or tenant-specific facility, respectively, is to be constructed on airport property for aircraft storage or tenant use at the expense of the aircraft owner or tenant, the airport owner or operator may grant to the aircraft owner or tenant of the facility a lease that is subject to such terms and conditions on the facility as the airport owner or operator may impose, subject to approval by the Department.
- b. The price charged for said lease will be based on market value, unless otherwise approved by the Department.

12. Economic Nondiscrimination

- a. The Agency assures that it will make the airport available as an airport for public use on reasonable terms without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public.
 - (1) The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
 - (2) The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.
- b. The Agency assures that each airport Fixed-Based Operator (FBO) shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other FBOs making the same or similar uses of such airport and utilizing the same or similar facilities.

13. Air and Water Quality Standards

The Agency assures that in projects involving airport location, major runway extension, or runway location that the project will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards.

14. Operations and Maintenance

- a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.
 - (1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.
 - (2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.
 - (3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.

EXHIBIT "C"
AVIATION PROGRAM ASSURANCES

725-040-15
AVIATION
OGC - 03/15

15. Federal Funding Eligibility

- a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.
- b. Ineligibility for federal funding of airport projects will render the Agency ineligible for state funding of airport projects.

16. Project Implementation

- a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this airport project within one year after the effective date of this Agreement.
- b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.
- c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.

17. Exclusive Rights

The Agency assures that it will not permit any exclusive right for use of the airport by any person providing, or intending to provide, aeronautical services to the public.

18. Airfield Access

- a. The Agency assures that it will not grant or allow general easement or public access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency equipment, fuel, supplies, passengers, mail and freight, radar, communications, utilities, and landing systems, including but not limited to flight operations, ground services, emergency services, terminal facilities, maintenance, repair, or storage, except for those normal airport providers responsible for standard airport daily services or during special events at the airport open to the public with limited and controlled access.
- b. The Agency assures that it will not grant or allow general easement or public access to any portion of the airfield from adjacent real property which is not owned, operated, or otherwise controlled by the Agency without prior Department approval.

19. Retention of Rights and Interests

The agency will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the real property shown as airport owned or controlled on the current airport layout plan without prior written approval by the Department. It will not sell, lease, encumber, terminate, waive, or otherwise transfer or dispose of any part of its title, rights, or other interest in existing noise easements or aviation easements on any property, airport or non airport, without prior written approval by the Department. These assurances shall not limit the Agency's right to lease airport property for airport-compatible purposes.

20. Consultant, Contractor, Scope, and Costs

- a. The Department has the right to disapprove the Agency's employment of consultants, contractors, and subcontractors for all or any part of this project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department.
- b. Further, the Department maintains the right to disapprove the proposed project scope and cost of professional services.

EXHIBIT "C"
AVIATION PROGRAM ASSURANCES

725-040-15
AVIATION
OGC - 03/15

21. Planning Projects

For all planning projects or other aviation studies, the Agency assures that it will:

- a. Execute the project per the approved project narrative or with approved modifications.
- b. Furnish the Department with such periodic project and work activity reports as indicated in the approved scope of services.
- c. Make such material available for public review, unless exempt from public disclosure.
 - (1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 Florida Statutes.
 - (2) No material prepared under this Agreement shall be subject to copyright in the United States or any other country.
- d. Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.
- e. If the project involves developing an Airport Master Plan or an Airport Layout Plan, and any updates thereto, it will be consistent with provisions of the Florida Aviation System Plan, will identify reasonable future growth of the airport and the Agency will comply with the Department airport master planning guidebook, including:
 - (1) Provide copies, in electronic and editable format, of final project materials to the Department, including computer-aided drafting (CAD) files of the Airport Layout Plan.
 - (2) Develop a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the Airport Master Plan or depicted in the Airport Layout Plan, and any updates thereto. The cost-feasible financial plan shall realistically assess project phasing considering availability of state and local funding and federal funding under the FAA's priority system.
 - (3) Enter all projects contained in the cost-feasible plan in the Joint Automated Capital Improvement Program (JACIP).
- f. The Agency understands and agrees that Department approval of this project Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.
- g. The Agency will submit master planning draft and final deliverables for Department and, if required, FAA approval prior to submitting any invoices to the Department for payment.
- h. The Department may extend the 5-day requirement for the approval and inspection of goods and services to allow for adequate time for review (reference Section 215.422(1), F.S.).

22. Land Acquisition Projects

For the purchase of real property, the Agency assures that it will:

- a. **Laws:** Acquire the land in accordance with federal and state laws governing such action.
- b. **Administration:** Maintain direct control of project administration, including:
 - (1) Maintain responsibility for all related contract letting and administrative procedures.
 - (2) Secure written Department approval to execute each agreement for the purchase of real property with any third

EXHIBIT "C"
AVIATION PROGRAM ASSURANCES

725-040-15
AVIATION
OGC - 03/15

- (3) Ensure a qualified, State certified general appraiser provides all necessary services and documentation.
 - (4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
 - (5) Establish a project account for the purchase of the land.
 - (6) Collect and disburse federal, state, and local project funds.
- c. **Reimbursable Funds:** If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, Florida Statutes, the Agency will comply with the following requirements:
- (1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.
 - (2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, Florida Statutes.
 - (3) If federal funds are not received for the land purchase, the Agency shall reimburse the Department within 30 calendar days after the reimbursable funds are due in order to achieve normal project state and local funding shares as described in Chapter 332, Florida Statutes.
 - (4) If federal funds are not received for the land purchase and the state share of the purchase is less than or equal to normal state and local funding shares per Chapter 332, F.S., when reimbursable funds are due, no reimbursement to the Department shall be required.
- d. **New Airport:** If this project involves the purchase of real property for the development of a new airport, the Agency assures that it will:
- (1) Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.
 - (2) Complete an Airport Master Plan within two years of land purchase.
 - (3) Complete airport construction for basic operation within 10 years of land purchase.
- e. **Use of Land:** The Agency assures that it shall use the land for aviation purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.
- f. **Disposal of Land:** For the disposal of real property the Agency assures that it will comply with the following:
- (1) For land purchased for airport development or noise compatibility purposes, the Agency will, when the land is no longer needed for such purposes, dispose of such land at fair market value and/or make available to the Department an amount equal to the state's proportionate share of its market value.
 - (2) Land shall be considered to be needed for airport purposes under this assurance if:
 - (a) It serves aeronautical purposes, e.g. runway protection zone or as a noise buffer.
 - (b) Revenue from uses of such land contributes to airport financial self-sufficiency.
 - (3) Disposition of land under Section 22f(1) or (2), above, shall be subject to retention or reservation of any interest or right therein needed to ensure such land will only be used for purposes compatible with noise levels related to airport operations.

EXHIBIT "C"
AVIATION PROGRAM ASSURANCES

725-040-15
AVIATION
OGC - 03/15

(4) Revenues from the sale of such land must be accounted for as outlined in Section D.2., and expended as outlined in Section D.9.

(5) For disposal of real property purchased with Department funding:

(a) The Agency will reimburse the Department a proportional amount of the proceeds of the sale of any airport-owned real property.

(b) The proportional amount shall be determined on the basis of the ratio of the Department financing of the acquisition of the real property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.

(c) Sale of real property acquired with Department funds shall be at market value as determined by appraisal, and the contract for sale must be approved in advance by the Department.

(d) If any portion of the proceeds from the sale to the Agency is non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.

23. Construction Projects: The Agency assures that it will:

a. **Project Certifications:** Certify project compliances, including

(1) Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.

(2) All design plans and specifications comply with federal, state, and professional standards and applicable FAA advisory circulars, as well as the minimum standards established by the Department for State of Florida licensing as a public-use airport.

(3) Completed construction complies with all applicable local building codes.

(4) Completed construction complies with the project plans and specifications with certification of that fact by the project Engineer.

b. **Design Development:** For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, which are hereinafter collectively referred to as "plans", the Agency will certify that:

(1) The plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.

(2) The plans shall be consistent with the intent of the project as defined in Exhibit A and Exhibit B of this Agreement.

(3) The project Engineer shall perform a review of the certification requirements listed in Section B2 above and make a determination as to their applicability to this project.

(4) Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

c. **Inspection and Approval:** The Agency assures that:

(1) The Agency will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Department for the project.

EXHIBIT "C"
AVIATION PROGRAM ASSURANCES

725-040-15
AVIATION
OGC - 03/15

(3) The Agency assures that it will take the appropriate corrective action necessary, as required by the Department, for work which does not conform to Department standards.

d. **Pavement Preventive Maintenance:** The Agency assures that for a project involving replacement or reconstruction of runway or taxiway pavement it has implemented an airport pavement maintenance management program and that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with state financial assistance at the airport.

24. **Noise Mitigation Projects:** The Agency assures that it will:

a. **Government Agreements:** For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, the Agency shall enter into an agreement with that government body.

(1) The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same terms and assurances that apply to the Agency.

(2) The Agency assures that it will take steps to enforce the local agreement if there is substantial non-compliance with the terms of the agreement.

b. **Private Agreements:** For noise compatibility projects on privately owned property,

(1) The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.

(2) The Agency assures that it will take steps to enforce the agreement if there is substantial non-compliance with the terms of the agreement.

Financial Project No. 439287-1-94-16

Contract No. _____

Agreement Date _____

EXHIBIT "D"

FEDERAL and/or **STATE** resources awarded to the recipient pursuant to this agreement should be listed below. If the resources awarded to the recipient represent more than one Federal or State program, provide the same information for each program and the total resources awarded. **Compliance Requirements** applicable to each Federal or State program should also be listed below. If the resources awarded to the recipient represent more than one program, list applicable compliance requirements for each program in the same manner as shown here:

(e.g., What services or purposes the resources must be used for)

(e.g., Eligibility requirements for recipients of the resources)

(Etc...)

NOTE: Instead of listing the specific compliance requirements as shown above, the State awarding agency may elect to use language that requires the recipient to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. The State awarding agency, if practical, may want to attach a copy of the specific law, rule, or regulation referred to.

FEDERAL RESOURCES

<u>Federal Agency</u>	<u>Catalog of Federal Domestic Assistance (Number & Title)</u>	<u>Amount</u>
		\$
<u>Compliance Requirements</u>		

STATE RESOURCES

<u>State Agency</u>	<u>Catalog of State Assistance (Number & Title)</u>	<u>Amount</u>
Florida Department of Transportation	55.004	\$ 19,135.00
<u>Compliance Requirements</u>		

Activities Allowed:

Airport Planning

Airport Planning Grants are to study options for airport development and operations. The Department funds airport master plans, airport layout plans (ALP), noise and environmental studies, economical impact, services development, and airport promotion. Examples of projects are:

- Master plans and ALPs;
- Master drainage plans;
- Environmental assessments (EA);
- Development of regional impact (DRI);
- Operations and emergency response plans;
- Federal Aviation Regulations (FAR) Part 150 noise studies;
- Environmental impact studies (EIS);
- Wildlife hazard studies;
- Feasibility and site selection studies;
- Business plans;
- Airport management studies and training;
- Air services studies and related promotional materials.

(FDOT Aviation Grant Program Handbook)

Airport Improvement

EXHIBIT "D"

These grants are to provide capital facilities and equipment for airports. Examples of projects are:

- Air-side capital improvement projects (runways, taxiways, aprons, T-hangers, fuel farms, maintenance hangers, lighting, control towers, instrument approach aids, automatic weather observation stations);
- Land-side capital improvement projects (terminal buildings, parking lots and structures, road and other access projects);
- Presentation projects (overlays, crack sealing, marking, painting buildings, roofing buildings, and other approved projects);
- Safety equipment (including AARF fire fighting equipment and lighted Xs);
- Safety projects (tree clearing, land contouring on overrun areas, and removing, lowering, moving, and marking, lighting hazards);
- Information technology equipment (used to inventory and plan airport facility needs);
- Drainage improvements.

(FDOT Aviation Grant Program Handbook)

Land Acquisition

This grant program protects Florida's citizens from airport noise and protects airport clear zones and runway approach areas from encroachment. Administrative Costs, appraisals, legal fees, surveys, closing costs and preliminary engineering fees are eligible costs. In the event the negotiation for a fair market value is unsuccessful, the court will be petitioned for "an Order of Taking" under the eminent domain laws of Florida. Examples of projects are:

- Land acquisition (for land in an approved master plan or ALP);
- Mitigation land (on or off airport);
- Aviation easements;
- Right of way;
- Approach clear zones.

(FDOT Aviation Grant program Handbook)

Airport Economic Development

This grant program is to encourage airport revenue. Examples of projects are:

- Any airport improvement and land purchase that will enhance economic impact;
- Building for lease;
- Industrial park infrastructure and buildings;
- General aviation terminals that will be 100 percent leased out;
- Industrial park marketing programs.

(FDOT Aviation Grant Program Handbook)

Aviation Land Acquisition Loan Program

The Department provides interest free loans for 75 percent of the cost of airport land purchases for both commercial service and general aviation airports.

This is a general description of project types. A detail list of project types approved for these grant programs can be found in the Aviation Grant Program manual which can be accessed through the internet at www.dot.state.fl.us/Aviation/Public.htm.

Allowable Cost: See part three of compliance supplement

Cash Management: See part three of compliance supplement

Matching Requirements are as follows:

Commercial Service Airports

When no federal funding is available, the Department provides up to 50 percent of the project costs. When federal funding is available, the Department can provide up to 50 percent of the non-federal share.

(FDOT Aviation Grant Program Handbook and Section 332.007(6) Florida Statutes)

General Aviation Airports

EXHIBIT "D"

When no federal funding is available, the Department provides up to 80 percent of project costs. When federal funding is available, the Department can provide up to 80 percent of the non-federal share.
(FDOT Aviation Grant Program Handbook and Section 332.007(6) Florida Statutes)

Economic Development

The Department provides up to 50 percent of airport economic development funds to build on-airport revenue-producing capital improvements. This program is for local match only.
(FDOT Aviation Grant Program Handbook and Section 332.007(6) Florida Statutes)

Airport Loans

The Department provides a 75 percent loan program to fund the Aviation Land Acquisition Loan Program.
(FDOT Aviation Grant Program Handbook and Section 332.007(6) Florida Statutes)

Matching Resources for Federal Programs

<u>Federal Agency</u>	<u>Catalog of Federal Domestic Assistance (Number & Title)</u>	<u>Amount</u>
		\$

Compliance Requirements

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

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to review and approve Invitation To Bid, Work Write Up/Bid Form, Statutory Worksheet, and Documentation of Compliance for the demolition and new construction of the home of James & Karen Whitehead through the Community Development Block Grant (CDBG) program.

MEETING DATE REQUESTED:

March 22, 2016

Statement of Issue: Board to review and approve the above referenced documents as well as James & Karen Whitehead who have been qualified to receive assistance through the CDBG housing program.

Recommended Action: Approve James & Karen Whitehead to receive assistance through the CDBG program and the above referenced documents.

Fiscal Impact: There are sufficient funds remaining with the open CDBG grant to complete an additional project. James & Karen Whitehead were the next qualified recipients on the list of residents who submitted application for assistance.

Budgeted Expense: Y/N Not Applicable

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: There are sufficient funds remaining to complete an additional project with remaining CDBG funds. James and Karen Whitehead, 19513 Jody Morgan Road, Perry are the next family on the list of applicants to receive assistance. The bids for the demolition and reconstruction of the Whitehead home will be received at the May 17 Board meeting.

Attachments: Invitation To Bid, Work Write-Up/Bid Form, Statutory Worksheet, and Documentation of Compliance Form

****James Whitehead is an employee of the Board of Commissioners working at the Road Department and has no affiliation with the Grants Department.**

March 10, 2016

Taylor County Board of County Commissioners
201 E Green St.
Perry, FL 32348

Re: Encumbrance of Remaining Funds
DEO Contract #15DB-OJ-03-72-01-H 18

Honorable Taylor County Commissioners:

Project Completion & Expenditure of Remaining Funds

Under the Public Notice to Bidders published in the September 23, 2015 edition of your local paper, contractors have up to one-hundred (100) days to complete the primary portion of the project. Accordingly, we anticipate all construction activities will be completed on or before April 11, 2016. Through the aforementioned Public Notice to Bidders and the resulting recommendation of award, the County has encumbered \$560,632.00. Of this amount, \$125,000.00 will be covered by SHIP funds to ensure the County meets its leverage commitments under DEO Contract #15DB-OJ-03-72-01-H18. Accounting for a 20% contingency amount of \$112,126.40 the County would have approximately \$86,741.60 remaining under housing rehabilitation budget – see calculation below:

CDBG Construction Budget:	\$634,500.00
SHIP Commitment:	\$125,000.00
Total Available Funds:	\$759,500.00
<u>Base Bid Plus Contingency:</u>	<u>(\$672,758.40)</u>
Estimate of Available Funds:	\$86,741.60

Additional Eligible Applicants

In anticipation of encumbering the aforementioned funds, we've prepared a Public Notice to Bidders for additional applicants approved since the County's latest amendment of the Housing Assistance to Plan. During the November 16, 2015 Commission meeting, the County passed changes to the Housing Assistance Plan which allowed applicants whose home was not located in a Special Flood Hazard Area (flood plains) designated as "A" or "V" zones or a designated wetlands to be considered eligible. Following this change, letters were mailed to all previously disapproved applicants who met the new eligibility requirement. Those applicants who both meet the eligibility requirements requested their application be reconsidered are listed below:

- James & Karen Whitehead, 19513 S Jody Morgan Gd, Perry, FL

Disclosure of Conflicts of Interest

Mr. Whitehead has disclosed that he is currently employed through the Taylor County Board of County Commissioners. As such, his relationship requires public disclosure during the Board Meeting as well as formal consultation with the Department of Economic Opportunity. Further, as Mr. Farnell's employment with the County is not directly attributable to any specific member of the County Commission and as he has no part of the decision making process regarding the approval of CDBG assistance, we do not believe this potential conflict of interest will require any member to abstain from approving this homeowner applicant; however, we would recommend adherence to Chapter 73C-23.0051(11), Florida Administrative Code, wherein the County could be required to request a waiver of this potential conflict from the Department of Economic Opportunity.

Just as each homeowner applicant was required to disclose any business or familial relationships to Taylor County officials, employees and/or CATF members that may have a decision-making role in the County's CDBG Housing Rehabilitation Program, we would recommend that each Commissioner review the aforementioned homeowner and contractor applicants and disclose any potential conflicts of interests being recommended for inclusion prior to Commission approval.

Advertising Requirements & Anticipated Schedule

It is our understanding the County has additional administrative requirements above and beyond the requirements set forth under the County's HAP regarding the advertising of local bids. Accordingly, our office has worked with County staff to ensure these steps will be met and have prepared the following bidding timeline for your consideration:

Advertisement Date:	April 7, 2016
On-Site Walkthroughs:	April 26, 2016
Bid Deadline:	May 10, 2016
Bid Opening:	May 17, 2016

In order to meet the aforementioned deadline, our office must ensure the County meets Environmental Review Requirements set forth under the Community Development Block Grant (CDBG) program. As required, we've prepared the Site Specific documents for the Whitehead household and included a copy for the Chair's signature.

Should you have any questions or concerns regarding this recommendation, please do not hesitate to contact me at (904) 264-6203 or by e-mail at rvanzant@jordangrants.com.

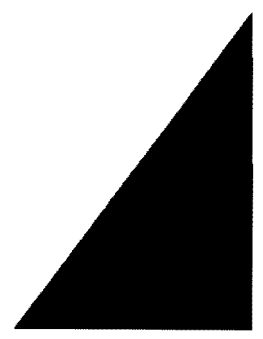
Regards,

Ronald M. Vanzant

Ronald M. Vanzant

Notice to Bidders & Work Write Up Bid Forms

P.O. Box 65579, Orange Park, FL 32065
Phone: (904) 264-6203 / Fax: (04) 264-2190
admin@jordangrants.com / www.jordangrants.com



**PUBLIC NOTICE TO BIDDERS
INVITATION TO BID
One for One Replacement (Housing)
Community Development Block Grant Program**

Taylor County will receive sealed bids from pre-qualified contractors interested in providing construction services for the County's CDBG Housing Rehabilitation Program. This project will include the demolition with new construction of one (1) single family structure within the unincorporated area of Taylor County. All work is being funded in whole or in part through CDBG contract number 15DB-OJ-03-72-01-H 18.

Mandatory pre-bid conferences will be held onsite for each of the proposed projects starting April 26, 2016. The pre-bid conferences will begin at 9:00 am, outside of the Perry Foley Airport Terminal Conference Room, located at 401 Industrial Park Drive, Perry FL 32348. Bid packages will be provided to contractors at the conference.

13

SEALED Bids are to be submitted on or before May 10, 2016 at 4:00 PM to Annie Mae Murphy, Clerk of the Court (850) 838-3506. Bid envelopes are to be clearly marked as Taylor County CDBG – HR (15 DB-H 18) and display the company name and address. All bids must be submitted in triplicate.

Hand Delivery: Annie Mae Murphy
Clerk of the Court
108 North Jefferson Street, Suite 102
Perry, FL 32347

Mail Delivery: Annie Mae Murphy
Clerk of the Court
P.O. Box 620
Perry, FL 32347-0620

A Public Opening of the Bids is scheduled for May 17, 2016 at 6:00 PM at 201 East Green Street, Perry, Florida, 32347. Bids will be opened during a regularly scheduled Board of County Commissioners meeting.

In order to bid on a project, you must be present for the entire pre-bid conference for each household in order for that bid to be accepted by the County. For additional information on the mandatory pre-bid conferences or the list of contractors which have been pre-qualified to bid on the projects contact Ronald Vanzant of Jordan and Associates at 904-264-6203 or at rvanzant@jordangrants.com.

Completion date for all projects will be one-hundred (100) days from the date the *Notice to Proceed* is presented to the successful bidder. Liquidated damages for failure to complete to project on the specified date will be set at \$100.00 per day.

General Instructions to Bidders:

1. Quotations:
 - a. All prices shall include all labor, supervision, materials, equipment and services necessary to satisfactorily complete the job(s).
 - b. Only firm bids will be accepted.
 - c. Bid prices must be itemized on the submitted bid form or the bid will be rejected.

2. Required Submittals:
 - a. **Insurance:** Before any bid can be accepted, a Certificate of Insurance must be attached to the bid. The Certificate of Insurance must list Taylor County, a political subdivision of the State of Florida, its elected officials, officers, employees, agents and volunteers as a party to be notified ten (10) days before cancellation or expiration of the policy.
 - b. **Bid Tab:** A completed and signed bid tab, in compliance with the General Invitations to Bidders
3. Legal Compliance:

The bidder shall be familiar with all federal, state and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the bidder will in no way relieve him/her from responsibility for compliance with all said laws, ordinances, rules, and regulations.
4. Public Entity Crimes
In accordance with Section 287.133, Florida Statutes, no person or affiliate on the Convicted Vendors List may, for a period up to 36 months after being placed on the list:
 - Submit a bid on a contract or request for proposals.
 - Be awarded or perform work as a contractor, supplier, subcontractor or consultant.
5. Right of Rejection:

The Taylor County Board of Commissioners reserves the right to accept or reject any and/or all bids in the best interest of Taylor County or the impacted homeowner. Bids will be awarded based on provisions listed in the adopted CDBG Housing Assistance Plan.
6. Pre-Bid Conferences:

Bidders or their representatives are required to attend the pre-bid conference for each project they wish to bid on. Failure to attend the pre-bid conference will result in automatic bid rejection, unless a waiver is approved by the County.
7. No contractor or subcontractor may participate in this work, if ineligible to receive federal or state funded contracts.
8. No contractor will be issued more than two (2) funded contracts simultaneously, unless ability to perform is proven.
9. Federal equal opportunity, civil rights, lead-based paint, and record retention requirements are applicable to work performed on this job.
10. Financing of the work will be provided in whole or in part by the CDBG-HR Program. Taylor County will act as agent for the owner in preparing contract documents, inspecting, and issuing payments. However, the contract will be between the owner and contractor. Bids, work performed, and payments must be approved by the owner and the agent.

**TAYLOR COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER | HANDICAPPED ACCESSIBLE
| FAIR HOUSING JURISDICTION.**

**TAYLOR COUNTY
WORK WRITE-UP/BID FORM**

Unit Address		19513 S Jody Morgan Rd., Perry, FL	
Client ID #		T-17	Name of Resident(s) Whitehead
Item	Area	Description of Work	Bid Amount (\$)
1	Demolition	Demolition and safe, legal disposal of all materials according to local and state codes. Clean up entire site for construction of new home.	
2	Site Work	Provide boundary, site survey and plans. Prep site for the construction of a new home including all clearing, fill dirt, grading, and compacting and density test.	
3	Slab on Grade	The new home shall consist of the following: Minimum of 1300 square feet of living area, three (3) bedrooms, one (1) bath, and an open kitchen/living room combination. Structure shall be concrete monolithic slab on grade. Provide a 5'x5' roof overhang and 5'x5' concrete stoop at each exterior opening.	
4	Dry-in/Rough Trades	Provide concrete block walls with a tooled finish on exterior with 2 coats of exterior latex paint, engineered trusses, aluminum fascia and soffits with 3-Tab shingled roof with hip design. Owner to choose colors. Electrical rough in shall include minimum 200 amp service and wiring to meet all local and state codes. Service shall be located on side or rear of home overhead. HVAC rough in shall include system shall be ductwork, drainage system and electrical hookups a minimum of 14 SEER, 2 ton handler and pump with a 5k heat strip. Plumbing rough in shall include all applicable underground sewer and water supply as per plan.	
5	Windows	Provide eight (Openings) vinyl; low-E insulated, single-hung double-paned Energy Star rated windows. Meet egress requirements in all bedrooms.	
6	Exterior doors	Exterior doors shall be insulated, steel 6-panel design, with hardware, knob and dead bolt. Provide storm doors.	
7	Interior	Provide drywall with textured ceilings, R-7 wall board insulation with fur stripping and ceilings blown R-38. All walls and ceilings will be painted one flat color with 3" wood baseboard. Provide primed and painted 6-panel, hollow core pre-hung interior doors with casing, hardware and knobs. equal or better 38 face weight, textured, FDA approved polyester carpet with padding and equal or better glue down type, 130 mm fiberglass sheet vinyl throughout home. Apply ½" wood shoe molding at vinyl areas and 6-panel primed and painted hollow core bi-fold doors at all closets. Exterior doors shall be insulated, steel 6-panel design, with hardware, knob and dead bolt. Provide storm doors. Home owner to select all colors	

**TAYLOR COUNTY
WORK WRITE-UP/BID FORM**

Unit Address		19513 S Jody Morgan Rd., Perry, FL	
Client ID #		T-17	Name of Resident(s)
		Whitehead	
Item	Area	Description of Work	Bid Amount (\$)
8	Electrical Trim Appliances	Appliances shall include a minimum twenty (20) cubic feet, Energy Star rated refrigerator with icemaker and waterline, four (4) burner Energy Star rated electric stove with vented Energy Star rated range hood, forty (40) gallon Energy Star rated electric water heater, all electrical fixtures, GFCIs at all wet locations and smoke detectors with carbon monoxide detection. Provide Energy Star rated ceiling fans with light kits in bedrooms and living room.	
9	Plumbing Trim	Provide new plumbing fixtures with commode, tub/shower (include tile surround with soap dish and towel bar), sink and vanity and stainless steel 8" deep double sink in kitchen. Install washer and dryer hookups in utility closet with bi-fold doors. Provide utility shelving in all closets and provide two (2) hose bibs on exterior of home.	
10	Cabinets	Provide a minimum of 8' of wood base cabinets and pre-formed countertops, backsplash and 6' of wood wall cabinets. Provide minimum 36" vanity with pre-formed formica top backsplash. Provide medicine cabinet in bathrooms.	
11	Miscellaneous	Install two (2) towel bars, and paper-holder. Install minimum 4' of sod around home and landscape. Provide 911 address	
12	Special note:	This detailed write-up is meant as a guideline to the Taylor County Housing Assistance Program. All plans and specifications provided shall supersede this write-up.	
TOTAL Base Bid			

Item	Area	Description of Work (Additives)	Bid Amount (\$)
A1	Culvert	Provide Culver as directed by Taylor County building department	
A2	Septic System Replacement	Abate existing septic system and provide new septic system with new drain-field. Bid shall include a new 900 gallon tank 300 gallon dosing tank with pump and alarm, 250 square foot of drain-field with a twenty-eight inch (28") mound system including hay and seed for stabilization as well as cost for permit and electrical hookup.	
A3	Well System Replacement	Abate existing well system and provide new well system. Bid shall include abate of existing well and install of a new 4" drilled well to a maximum depth of 100 feet, new ½ HP pump and 40 gallon bladder tank as well cost for permit, water supply and electrical hookup.	
A4	Water System Replacement	Contractor to provide a cost to drill each additional of the 4" well described under Bid Alternative 3.	

**TAYLOR COUNTY CDBG-HR PROGRAM
WORK WRITE-UP/BID FORM**

THIS PAGE MUST BE INCLUDED WITH THE BID FOR THE BID TO BE VALID

All work shall be performed in accordance with the current Florida Building Code, relevant local housing codes (whichever is more stringent for each code-related item) and the City's adopted Housing Assistance Plan. The contractor shall be responsible for repairs and/or reinstallations of materials/equipment/fixtures damaged or removed due to any work item contained herein. Contractors shall properly dispose of all materials/equipment/fixtures and other items removed from the dwelling unless otherwise specified herein. Disposal & debris removal will be required for all construction line items. All items must be cost itemized in the space provided or the bid will be rejected. All addendums must be signed and submitted with this bid.

Work must be completed and approved within **One Hundred (100)** days of the issuance of the Notice to Proceed.

<hr/> Printed Name of Authorized Representative	<hr/> TAYLOR COUNTY Local Government
<hr/> Title of Authorized Representative	<hr/> T-17 (Whitehead) Project Name
<hr/> Corporation Name	<hr/> 15DB-OJ-03-72-01-H 18 CDBG Contract Number
<hr/> Street Address	<hr/> City, State, Zip
<hr/> Signature of Authorized Representative	<hr/> Signed Date

OFFICIAL USE ONLY

Date Submitted:	<hr/>
Date Accepted:	<hr/>
Bid Opened By:	<hr/>
Date Opened:	<hr/>
Prepared By:	<hr/> Robert Delaney, Housing Rehabilitation Specialist, Jordan & Associates

Site Specific Statutory Worksheet

P.O. Box 65579, Orange Park, FL 32065
Phone: (904) 264-6203 / Fax: (04) 264-2190
admin@jordangrants.com / www.jordangrants.com



STATUTORY WORKSHEET

24 CFR §58.5 STATUTES, EXECUTIVE ORDERS & REGULATIONS

Suggested Format for Categorically Excluded Projects subject to §58.5. NOTE: Compliance with the laws and statutes listed at 24 CFR §58.6 must also be documented.

Project Name: Taylor County-CDBG Program T-17 Whitehead

Project Contract Number: 15DB-OJ-03-72-01-H18

Project Description: Include all contemplated actions that logically are either geographically or functionally part of the project: Demolition/replacement and/or temporary relocation assistance through Taylor county's CDBG Housing Rehabilitation Program at the T17: Whitehead project site located at 19513 S Jody Morgan Grade, Perry, FL 32347.

This proposal is determined to be: **Categorically Excluded Subject to 58.5**

According to: [Cite Section(s)]: _____

DIRECTIONS: Write "A" in the Status Column when the proposal, by its scope and nature, does not affect the resources under consideration; or write "B" if the project triggers formal compliance consultation procedures with the oversight agency, or requires mitigation (see Statutory Worksheet Instructions). Compliance documentation must contain verifiable source documents and relevant base data.

Compliance Factors:

STATUTES, EXECUTVE ORDERS AND REGULATIONS LISTED AT 24 CFR 58.5	A/B	COMPLIANCE DETERMINATION AND DOCUMENTATION
HISTORIC PRESERVATION 36 CFR Part 800	A	<p>Consultation was initiated with the State Historic Preservation Office (SHPO) by submittal of formal consultation letters by mail on 8/31/2015. The SHPO provided a written response confirming that the proposed project will have no effect on historic properties listed, or eligible for listing, on the National Register of Historic Places.</p> <p>Indian tribes and Native Hawaiian organizations were identified through the Tribal Directory Assessment Tool (TDAT) v2.0 to include the Seminole Tribe of Florida. Per a letter sent 11/25/14 by the Seminole Tribe of Florida stating "Effective immediately the Seminole Tribe of Florida - Tribal Historic Preservation Office (STOF-THPO) will no longer be consulting on HUD sponsored undertakings within the state of Florida" no further efforts are required at this time. See 'Exhibit I' for support documentation associated with this compliance factor.</p>

<p>FLOODPLAIN MANAGEMENT 24 CFR Part 55 & Executive Order 11988</p>	<p>A</p>	<p>The proposed project does not trigger formal consultation compliance procedures or mitigation, as the project site is not located in the 100 year floodplain. See 'Exhibit II' for support documentation associated with this compliance factor.</p>
<p>WETLAND PROTECTION Executive Order 11990</p>	<p>A</p>	<p>The proposed project does not trigger formal consultation compliance procedures or mitigation, as the project site is not located in wetlands identified on the National Wetland Inventory (NWI). See 'Exhibit III' for support documentation associated with this compliance factor.</p>
<p>COASTAL ZONE MANAGEMENT ACT SECTIONS 307 (c) & (d)</p>	<p>A</p>	<p>The proposed project does not trigger formal consultation compliance procedures or mitigation as the proposed project activities will not result in activities designed to manage or alter surface water flows.</p> <p>Ms. Lauren Milligan of the Florida State Clearinghouse was contacted on 8/31/2015. Ms. Milligan confirmed the project is not likely to affect coastal zone management resources and is therefore consistent with the Florida Coastal Management Program (FCMP).</p>
<p>SOLE SOURCE AQUIFERS 40 CFR Part 149</p>	<p>A</p>	<p>The proposed project does not trigger formal consultation compliance procedures or mitigation, as the project site is not located within the boundaries of a designated sole source aquifer and the actions pose no risk of contamination to a designated sole source aquifer through a recharge zone so as to create a significant hazard to public health. See 'Exhibit V' for support documentation associated with this compliance factor.</p>
<p>ENDANGERED SPECIES ACT 50 CFR 402</p>	<p>A</p>	<p>The proposed project does not trigger formal consultation compliance procedures or mitigation, as the actions will be completed without requiring additional clearing of undisturbed habitat beyond the original footprint of the existing project.</p> <p>On 8/25/2015, the Fish & Wildlife Staff of the Jacksonville Field Office was contacted to request a determination and written concurrence by the U.S. Fish & Wildlife Service that the proposed actions are not likely to adversely affect listed species or critical habitat; confirmation was provided by email on 8/26/2015.</p>

WILD AND SCENIC RIVERS ACT Sections 7(b) & (c)	A	Due to the location of potential project sites, the proposed project does not trigger formal consultation compliance procedures or mitigation, as the actions do not have the potential to directly or adversely impact a designated wild and scenic river. See 'Exhibit VII' for supporting documentation associated with this compliance factor.
CLEAN AIR ACT Sections 176(c)(d) & 40 CFR 6, 51, 93	A	As the project involves replacement of an existing residential unit with a new residential unit, compliance with the CAA is not required as no development is created that would contribute to air pollution (40 CFR 93.153(c)(2)). However, as a precaution, construction activities will comply with the Clean Air Act, OSHA and EPA requirements for demolition and removal of materials potentially containing asbestos and lead, where applicable.
FARMLAND PROTECTION POLICY ACT 7 CFR Part 658	A	As this project consists of residential improvements on previously developed resident property, no properties are being acquired requiring a change in land use from farmland to nonagricultural use. The proposed project does not trigger formal consultation compliance procedures or mitigation (7 CFR 658.3(c)). Further, important farmlands do not exist in Taylor County. See 'Exhibit IX' for support documentation associated with this compliance factor.
ENVIRONMENTAL JUSTICE Executive Order 12898	A	The proposed project does not trigger formal consultation compliance procedures or mitigation, as the actions will not result in disproportionately high and adverse human health or environmental effects on minority populations and low-income populations.
NOISE ABATEMENT & CONTROL 24 CFR Part 51B	A	The proposed project does not trigger formal consultation compliance procedures or mitigation, as the project site is not located within: 1,000 feet of a busy road or highway; 3,000 feet of a railroad; or 15 miles of a civil airport or military airfield. See 'Exhibit X' for supporting documentation associated with this compliance factor.

<p>EXPLOSIVE & FLAMMABLE OPERATIONS 24 CFR Part 51C</p>	<p>A</p>	<p>The proposed project does not trigger formal consultation compliance procedures or mitigation, as the actions will not result in an increased number of people being exposed to hazardous operations by increasing residential densities, converting the type of use of a building to habitation, or making a vacant building habitable. Further, no above ground storage tanks (AST) are located within close proximity of the project site.</p> <p>See 'Exhibit XI' for supporting documentation associated with this compliance factor.</p>
<p>HAZARDOUS, TOXIC OR RADIOACTIVE MATERIALS & SUBSTANCES 24 CFR 58.5(i)(2)(i)</p>	<p>A</p>	<p>The proposed project does not trigger formal consultation compliance procedures or mitigation, as the project site is free of hazardous materials, contamination, toxic chemicals and gases, and radioactive substances, and there are no known hazards that could affect the health and safety of occupants or conflict with the intended utilization of the property.</p> <p>See 'Exhibit XII' for support documentation associated with this compliance factor.</p>
<p>AIRPORT CLEAR ZONES & ACCIDENT POTENTIAL ZONES 24 CFR Part 51D</p>	<p>A</p>	<p>The proposed project does not trigger formal consultation compliance procedures or mitigation, as no airport clear zones or accident potential zones are located within the incorporated areas of town.</p> <p>See 'Exhibit XIII' for support documentation associated with this compliance factor.</p>

Determination:

☒ This project converts to Exempt, per Section 58.34(a)(12), because it does not require any mitigation for compliance with any listed statutes or authorities, nor requires any formal permit or license (Status "A" has been determined in the status column for all authorities); **Funds may be committed and drawn down** for this (now) EXEMPT project; or

☐ This project cannot convert to Exempt status because one or more statutes or authorities require formal consultation or mitigation. Complete consultation/mitigation protocol requirements, publish NOI/RROF and obtain Authority to Use Grant Funds (HUD 7015.16) per Section 58.70 and 58.71 before committing or drawing down funds; or

☐ The unusual circumstances of this project may/will result in a significant environmental impact. This project requires preparation of an Environmental Assessment (EA). Prepare the EA according to 24 CFR Part 58 Subpart E.

PREPARER SIGNATURE

Ronald Vanzant, President of Jordan & Associates

PREPARER NAME & TITLE

DATE

RESPONSIBLE ENTITY/AGENCY OFFICIAL SIGNATURE

Jody Devane, Chair of the Taylor County BOCC

NAME & TITLE

Date

**DOCUMENTATION OF COMPLIANCE with
24 CFR Part 58.6 (a - d)
Use this form for all levels of review**

Grant Recipient: Taylor County BOCC Contract Number: 15DB-OJ-03-72-01-H18

Prepared By: Ronald Vanzant, Jordan & Associates Date: 9/11/2015

Flood Insurance:

- ☒ **The site is not in the 100 year floodplain (see attached map)**
☐ **The site is in the 100 year floodplain (see attached map)**
☐ **Flood Insurance is required for structures in the 100 year floodplain**
- A. Flood Insurance when the site is in the 100 year floodplain:
1. Under the flood Disaster Protection Act of 1973, as amended (42 U.S.C. 4001-4128), Federal financial assistance or acquisition and construction purposes (including rehabilitation) may not be used in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, unless:
 - i. The community in which the area is situated is participating in the National Flood Insurance Program (see 44 CDR Parts 59 through 79), or less than one year has passed since the FEMA notification regarding such hazards, and
 - ii. Where the community is participating in the National Flood Insurance Program, flood insurance protection is to be obtained as a condition of the approval of financial assistance to the property owner.
 2. Where the community is participating in the National Flood Insurance Program and the recipient provided financial assistance for acquisition or construction purposes (including rehabilitation) for property located in an area identified by FEMA as having special flood hazards, the responsible entity is responsible for assuring that flood insurance under the National Flood Insurance Program is obtained and maintained.
 3. Paragraph (a) of this section does not apply to Federal Formula grants made to a State.
- B. Under section 582 of the National Flood Insurance Reform Act of 1994, 42 U.S.C. 5154a, HUD Disaster assistance that is made available in a special flood hazard area may not be used to make a payment (including any loan assistance payment) to a person for repair, replacement or restoration for flood damage to any personal, residential or commercial property if:
1. The person had previously received Federal flood disaster insurance conditioned on obtaining and maintaining flood insurance; and
 2. The person failed to obtain and maintain flood insurance

Coastal Barrier Islands:

- ☒ **The site is not in a Coastal Barrier Island (documentation attached)**
☐ **The site is in a Coastal Barrier Island but the activity is not prohibited as indicated at:**
<http://www.fws.gov/>
☐ **The site is in a Coastal Barrier Island and the activity is prohibited as indicated at:** <http://www.fws.gov/>;
the project must be rejected.

Pursuant to the Coastal Barrier Resources Act, as amended by the Coastal Barrier Improvement Act of 1990 (16 U.S.C. 3501), HUD assistance may not be used for most activities proposed in the Coastal Barrier Resources System.

Clear Zones:

- ☒ **The site is not in the Clear Zone (documentation attached)**
☐ **The site is in the Clear Zone (signed acknowledgement attached)**

In all cases involving HUD assistance, subsidy, or insurance for the sale of an existing property in a Runway Clear Zone or Clear Zone, as defined in 24 CFR Part 51, the responsible entity shall advise that the property is in a runway clear zone or clear zone, what the implications of such a location are, and that there is a possibility that the property may, at a later date be acquired by the airport operator. The buyer must sign a statement acknowledging receipt of this information.

CERTIFICATION OF CATEGORICAL EXCLUSION
(Subject to 58.5) Per 24 CFR 58.35 (a)

Contract Number: 15DB-OJ-03-72-01-H18

I hereby certify that the following activities comprising the Taylor County-CDBG Program T-6 Daughtry project have been reviewed and determined to be Categorical Excluded Activity per 24 CFR 58.35(a) as follows:

- ☐ (1) Acquisition, repair, improvement, reconstruction, or rehabilitation of public facilities and improvements (other than buildings) when the facilities and improvements are in place and will be retained in the same use without change in size or capacity of more than 20% (e.g. replacement of water or sewer lines, reconstruction of curb and sidewalks, repaving of streets).
- ☐ (2) Special projects directed to the removal of material and architectural barriers that restrict the mobility of and accessibility to elderly and handicapped persons.
- ☒ (3) Rehabilitation of buildings and improvements when the following conditions are met:
 - (i) In the case of a building for residential use (with one to four units) the density is not increased beyond four units, the land use is not changed, and the footprint of the building is not increased in a floodplain or in a wetland;
 - (ii) In the case of multifamily residential buildings:
 - (A) Unit density is not changed more than 20%;
 - (B) The project does not involve changes in land use from residential to non-residential; and
 - (C) The estimated cost of rehabilitation is less than 75% of the estimated cost of replacement after rehabilitation
 - (iii) In the case of non-residential structures, including commercial, industrial, and public buildings:
 - (A) The facilities and improvements are in place and will not be changed in size or capacity by more than 20%; and
 - (B) The activity does not involve a change in land use, such as from non-residential to residential, commercial to industrial, or from one industrial use to another.
- ☐ (4) An individual action on up to four dwelling units where there is a maximum of four units on any one site or an individual action on a project of five or more housing units developed on scattered sites when the sites are more than 2,000 feet apart and there are not more than four units on any one site.
- ☐ (5) Acquisition or disposition of, or equity loans on an existing structure, or acquisition of vacant land provided that the structure or land acquired, financed, or disposed of will be retained for the same use.
- ☐ (6) Combination of the above activities.

Responsible Entity/Certifying Official Signature:

Signature: _____ Date: _____

Printed Name: _____ Title: Chairwoman

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:


THE BOARD TO DISCUSS OPTIONS FOR ANDREWS LAKE ROAD AND TAKE ANY ACTION IT DEEMS NECESSARY AND APPROPRIATE, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

MEETING DATE REQUESTED:

MARCH 22, 2016

Statement of Issue:

THE COUNTY ATTORNEY HAS NOT RECEIVED ANY COMMUNICATION FROM THE LANDOWNER AS TO WHEN THE BOARD'S INSTRUCTIONS WOULD BE EXECUTED.

Recommended Action:
Fiscal Impact:
Budgeted Expense:
Submitted By:

COUNTY ADMINISTRATOR 850-838-3500 X 7

Contact:

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:
Options:
Attachments:

Margaret Dunn

From: Dustin Hinkel
Sent: Monday, March 14, 2016 3:35 PM
To: CONRAD BISHOP (lawbishop@gtcom.net)
Cc: Margaret Dunn; Pam Feagle
Subject: Root Tax Adjustment Request
Attachments: 20160314_Root_Tax_Adjust_Correspondence.pdf

Conrad,

Attached is the response from the AG's office regarding Mr. Root's correspondence to the Property Appraiser requesting an adjustment to his property taxes due to his legal inability to access his property. Have you heard of any progress from Mr. Driggers in complying with the orders of the Board?

Thanks!

Dustin Hinkel

County Administrator
Taylor County Board of County Commissioners

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

201 E Green Street
Perry, FL 32347
850-838-3500 ext 7 Office
850-838-3501 Fax
850-672-0830 Cell

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

Please note: Florida has a very broad public records law. Most written communications to or from public officials regarding public business are available to the media and public upon request. Your e-mail communications may be subject to public disclosure.



PAM BONDI
ATTORNEY GENERAL
STATE OF FLORIDA

OFFICE OF THE ATTORNEY GENERAL

Office of Citizen Services
The Capitol
Tallahassee, Florida 32399-1050

Telephone: (850) 414-3990
Fax: (850) 410-1630

March 9, 2016

Mr. M. Robert Root
Post Office Box 681
Shady Grove, Florida 32357

Dear Mr. Root:

The Florida Attorney General's Office received a copy of your correspondence to Taylor County Property Appraiser Bruce Ratliff regarding the value of your property. Attorney General Pam Bondi asked that I respond.

We appreciate that you consider our office a source of assistance. I note that you have also contacted the Florida Department of Revenue about your concerns. We encourage you to continue working with your local officials about your concerns. We are forwarding your correspondence to Mr. Ratliff for review. You may follow up with Mr. Ratliff's office at (850) 838-3511. The website address is www.taylorcountypa.com.

We are also forwarding your correspondence to the Taylor County Board of County Commissioners to ensure the board is aware of your continuing concerns. You may follow up at (850) 838-3500. The website address is www.taylorcountygov.com.

Because our office is not at liberty to provide legal advice to private individuals, please consult a private attorney if you need legal guidance. If you need help finding an attorney, The Florida Bar offers a Lawyer Referral Service toll-free at (800) 342-8011, or online at www.floridabar.org.

Thank you for sharing your concerns with Attorney General Bondi's Office.

Sincerely,

Gregory Powell

Gregory Powell
Office of Citizen Services

cc: The Honorable Bruce Ratliff
Taylor County Property Appraiser
Post Office Box 936
Perry, Florida 32348-0936

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

P.O. Box 681
Shady Grove, FL 32357-0681

February 8, 2016

Mr. Bruce Ratliff
P.O. Box 936
Perry, FL 32348-0936

Subject: Property Tax Adjustment

Dear Mr. Ratliff,

I live at 1 Lake Pleasant Lane (CR 163) in Shady Grove, FL and am requesting a property tax adjustment.

Since the middle of 2015, I have been **DENIED LEGAL ACCESS** to my property by inaction from the BOCC (Taylor County Board of County Commissioners). Almost two years ago a neighbor requested to move the county road (CR 165) on his property, with my support, to a different location. At the time the BOCC approved his request with the stipulation that he take the necessary steps to have the new road legally defined and deed it to the county like the old road was. My understanding was that the proper procedure would be:

1. Road Construction
2. Inspection
3. Advertising for BOCC agenda
4. Opening and closing roads at one meeting (transfer of deeds)
5. Property owner was to maintain the new road for a period of one year

The problem arose approximately the middle of 2015 when the new 'upstream' road was constructed, the property owner in question had the road base removed and fenced off to all traffic. Many requests have been made to the BOCC both on the record and off the record for them to demand completion of the process but without avail.

The present situation means that myself and my neighbors **DO NOT HAVE LEGAL ACCESS** to our properties as before so we are having to travel across private property to access our homes or land.

Since my property taxes are current paid for 2015, I am requesting an adjustment beginning January 1, 2016 for the lost in value caused by the BOCC lack of action. My property market value has certainly suffered greatly without legal access. Although I am not speaking for other affected 'downstream' property owners that are similarly landlocked, it is my belief they should be likewise adjusted. Until such time the BOCC takes immediate action to either rebuild and reopen the old road or insist the property owner involved take all actions necessary, I am requesting an adjustment in my property taxes starting on the above date.

Sincerely,

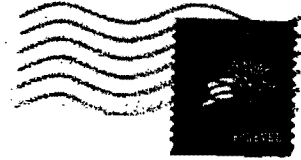


M. Robert Root

Cc: Mr. Marshall Stranburg, Florida Department of Revenue, P.O. Box 37372, Tallahassee, FL 32314-5906
Governor Rick Scott, 400 South Monroe Street, Tallahassee, FL 32399-000
✓ Attorney General Pam Bondi, The Capitol PL-01, Tallahassee, FL 32399-1050

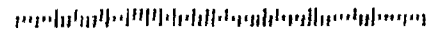
M. Robert Root
P.O. Box 681
Shady Grove, FL 32357-0681

TALLAHASSEE FL 323
08 FEB 2016 PM 1 L



Attorney General Pam Bondi
The Capitol PL-01
Tallahassee, FL 32399-1050

32399-1050



TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO DISCUSS THE DELIVERY OF THE ANNUAL AUDIT AND FINANCIAL STATEMENTS, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

MEETING DATE REQUESTED:

MARCH 22, 2016

Statement of Issue:

THE FLORIDA STATE DIVISION OF RETIREMENT HAS NOT RELEASED INFORMATION THAT IS CRITICAL TO THE COMPLETION OF THE ANNUAL FINANCIAL AUDIT. THE CONTRACT WITH THE AUDITORS ALLOWS THE BOARD TO APPROVE A DELAY IN THE PRESENTATION OF THE ANNUAL AUDIT.

Recommended Action:

POSTPONE THE PRESENTATION OF THE ANNUAL FINANCIAL AUDIT TO A LATER DATE.

Fiscal Impact:

NONE

Budgeted Expense:

Submitted By:

COUNTY ADMINISTRATOR 850-838-3500 X 7

Contact:

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

Attachments:

EMAIL STREAM

Margaret Dunn

From: Tammy Taylor <ttaylor@taylorclerk.com>
Sent: Tuesday, March 15, 2016 5:04 PM
To: Dustin Hinkel
Cc: richard@powellandjonescpa.com; Margaret Dunn; 'Board Item'
Subject: RE: FW: 2015 GASB 68 Information for Employers with September 30 Fiscal Year End

Thanks, Dustin!

From: Dustin Hinkel [mailto:dustin.hinkel@taylorcountygov.com]
Sent: Tuesday, March 15, 2016 4:09 PM
To: Tammy Taylor <ttaylor@taylorclerk.com>
Cc: richard@powellandjonescpa.com; Margaret Dunn <margaret.dunn@taylorcountygov.com>; Board Item (52281_50976.tl431737@tasks.teamwork.com) <52281_50976.tl431737@tasks.teamwork.com>
Subject: RE: FW: 2015 GASB 68 Information for Employers with September 30 Fiscal Year End

That sounds like the best prudent decision.

Thanks!

Dustin Hinkel

County Administrator
Taylor County Board of County Commissioners

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

201 E Green Street
Perry, FL 32347
850-838-3500 ext 7 Office
850-838-3501 Fax
850-672-0830 Cell

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

Please note: Florida has a very broad public records law. Most written communications to or from public officials regarding public business are available to the media and public upon request. Your e-mail communications may be subject to public disclosure.

From: Tammy Taylor [mailto:ttaylor@taylorclerk.com]
Sent: Tuesday, March 15, 2016 3:57 PM
To: Dustin Hinkel <dustin.hinkel@taylorcountygov.com>
Cc: richard@powellandjonescpa.com
Subject: FW: FW: 2015 GASB 68 Information for Employers with September 30 Fiscal Year End

Dustin- Do we want to plan for May 2 BCC Meeting?
Thanks!!

Tammy

From: richard@powellandjonescpa.com [<mailto:richard@powellandjonescpa.com>]

Sent: Tuesday, March 15, 2016 3:24 PM

To: Tammy Taylor <ttaylor@taylorclerk.com>

Subject: RE: FW: 2015 GASB 68 Information for Employers with September 30 Fiscal Year End

Tammy,

Assuming we get the information from FRS by the end of March we should be able to present the report on April 19 or May 2. I can finalize with you and Dustin once we receive information.

Richard

Richard C. Powell, CPA

1359 S.W. Main Blvd.

Lake City, FL 32025

(386) 755-4200

(386) 719-5504 fax

Richard@powellandjonescpa.com

POWELL & JONES, CPAs

This message may contain confidential and/or proprietary information, and is intended for the person/entity to whom it was originally addressed. Any use by other is strictly prohibited.

----- Original Message -----

Subject: FW: 2015 GASB 68 Information for Employers with September 30 Fiscal Year End

From: "Tammy Taylor" <ttaylor@taylorclerk.com>

Date: Tue, March 15, 2016 2:44 pm

To: <richard@powellandjonescpa.com>

Hey Richard-

Dustin will take care of "amending the delivery schedule" for the audit, with the BCC at their next meeting. I know it's uncertain, but can you provide a ball-park estimate on possible delivery date. (the ShIP report deadline is June 1)

Thanks!!

Tammy

-----Original Message-----

From: Tammy Taylor [<mailto:ttaylor@taylorclerk.com>]

Sent: Tuesday, March 15, 2016 2:43 PM

To: 'Dustin Hinkel' <dustin.hinkel@taylorcountygov.com>

Subject: RE: 2015 GASB 68 Information for Employers with September 30 Fiscal Year End

Dustin-

Richard says he won't know how long the remaining reporting will take, until the information is actually received from FRS. Let me see if I can get a ball-park estimate of what may be possible. This pushes all of their count

audits back, where they will now have many to complete all at the same time. The contract with P&J is effective through the FYE2015 audit, and yes, we will need a new contract after this audit.

Thanks!!!

Tammy

-----Original Message-----

From: Dustin Hinkel [<mailto:dustin.hinkel@taylorcountygov.com>]

Sent: Tuesday, March 15, 2016 1:52 PM

To: Tammy Taylor <ttaylor@taylorclerk.com>

Cc: Margaret Dunn <margaret.dunn@taylorcountygov.com>; Board Item

(52281_50976.tl431737@tasks.teamwork.com)

<52281_50976.tl431737@tasks.teamwork.com>

Subject: RE: 2015 GASB 68 Information for Employers with September 30 Fiscal Year End

Here is the latest contract I have. It says that the Board can amend the delivery schedule of the report. We will take care of that at the next meeting. Any idea on when to extend this out to? It would appear that we need a new contract for services...

Thanks!

Dustin Hinkel

County Administrator

Taylor County Board of County Commissioners

Click here to sign up for instant severe weather alerts and updates via email and text message!

201 E Green Street Perry, FL 32347

850-838-3500 ext 7 Office

850-838-3501 Fax

850-672-0830 Cell

dustin.hinkel@taylorcountygov.com

<http://www.taylorcountygov.com>

Please note: Florida has a very broad public records law. Most written communications to or from public officials regarding public business are available to the media and public upon request. Your e-mail communications may be subject to public disclosure.

-----Original Message-----

From: Tammy Taylor [<mailto:ttaylor@taylorclerk.com>]

Sent: Tuesday, March 15, 2016 12:25 PM

To: Dustin Hinkel <dustin.hinkel@taylorcountygov.com>

Cc: Margaret Dunn <margaret.dunn@taylorcountygov.com>

Subject: FW: 2015 GASB 68 Information for Employers with September 30 Fiscal Year End

Importance: High

Dustin-

This pension information which is required for completion of our FYE 2015 Financial Statements and AUDIT has not yet been released by the Division of Retirement. I spoke with Richard Powell yesterday regarding this matter and the impact on the release of the audit for 9/30/15 fiscal year. Everyone is

hoping this information will be provided by the end of March (the release has been delayed several times). Our audit contract states that the audit (draft) shall be submitted to the BCC no later than March 1, and that the Countywide report shall be completed by April 1. These deadlines will obviously not be met due to this delay of reporting by the FRS, and Richard and I want to make certain this is not an issue with their contract.

Thanks!

Tammy

-----Original Message-----

From: Marcella Bridier [<mailto:human.resources@taylorcountygov.com>]

Sent: Monday, February 22, 2016 10:25 AM

To: 'ttaylor@taylorclerk.com' <ttaylor@taylorclerk.com>

Cc: Dustin Hinkel <dustin.hinkel@taylorcountygov.com>

Subject: FW: 2015 GASB 68 Information for Employers with September 30 Fiscal Year End

Kind Regards,
Marcella F. Bridier, MBA, RMPE
Human Resources Director
Taylor County Board of County Commissioners

From: DivisionOfRetirement@rol.frs.state.fl.us
[<mailto:DivisionOfRetirement@rol.frs.state.fl.us>]

Sent: Friday, February 19, 2016 5:01 PM

To: Marcella Bridier <human.resources@taylorcountygov.com>

Subject: 2015 GASB 68 Information for Employers with September 30 Fiscal Year End

Dear Retirement Coordinator,

Please forward this notice to the area of your agency responsible for preparing your financial statements and financial reporting.

The Division of Retirement is working very closely with the State of Florida's Auditor General to produce the audited exhibits for the Governmental Accounting Standards Board (GASB) Statement 68 based on the July 2015 valuations of the Florida Retirement System (FRS) and Retiree Health Insurance Subsidy Program (HIS).

The Pension Comprehensive Annual Financial Report (CAFR) for fiscal year ending June 30, 2015, has been forwarded to the Auditor General for final review. This review is estimated to be completed within the next two weeks. When the final comments are returned and certification provided, the Pension CAFR and the GASB 67/68 information for employers with a September 30 fiscal year end will be posted to the Division of Retirement's website.

An email will be sent to employers when this information is available from the Division of Retirement's website.

Employers with a June 30 fiscal year end will not have the GASB 68 information available until after the fiscal year ends and the audit of the intervening months' data is completed.

If you have any questions, please email Chris Carswell at

chris.carswell@dms.myflorida.com<<mailto:chris.carswell@dms.myflorida.com>> or
Garry Green at
garry.green@dms.myflorida.com<<mailto:garry.green@dms.myflorida.com>>.

Thank you for your patience.

Division of Retirement

Audit Contract

CONTRACT FOR AUDIT AND ACCOUNTING SERVICES

A. NAME OF CONTRACTING PARTIES

The arrangement entered this 5th day of March, 2007, between the County of Taylor, State of Florida, hereafter referred to as County, and Powell & Jones, CPAs, hereafter referred to as the Auditor.

B. AUDIT SCHEDULE

The Auditor shall conduct an examination of the records, accounts and procedures of the County Agencies of Taylor County for the fiscal years ended September 30, 2007, 2008, and 2009. In each year, the County Agencies shall include the following: Board of County Commissioners, Clerk of the Circuit Court, Sheriff, Property Appraiser, Tax Collector, and Supervisor of Elections. The audit for each year shall begin on or about December 1st, and shall be completed and the audit report for each County Agency submitted to the Board of County Commissioners no later than March 1st of each succeeding year, unless extended by the Board of County Commissioners. The countywide report shall be completed and submitted to the Board of County Commissioners by April of each succeeding year, unless amended by the Board of County Commissioners.

In each of the years, certain audit procedures will be performed throughout the year as determined by the Auditors.

C. SCOPE OF AUDIT

1. The examination shall be made of all funds and account groups of the County Agencies.
2. By November 15th, of each year,
 - A. The County Agencies shall have closed and balanced all accounts and have prepared financial statements for all funds to be examined by the Auditor, in compliance with Section 218.32(1)(a), *Florida Statutes*.
 - B. The County Agencies will prepare for examination the following financial statements for each fund required by generally accepted accounting principles and Section 218.32(1)(a), *Florida Statutes*.
 - (1) a balance sheet,

cc: Taylor 9/1/07

- (2) a statement of revenues and expenditures,
- (3) a statement of changes in fund balances.

Completion of the State Annual Financial Report forms by the Constitutional Officers will fulfill this requirement.

- c. The Auditor will be responsible for drafting and preparing the final audited financial report for the County Agencies and County as required by generally accepted accounting principles. This will include reporting compliance with GASB 34 "Basic Financial Statements and Management Discussion and Analysis for State and Local Governments."

The County Agencies will be responsible for developing and maintaining necessary records for GASB 34 requirements.

- d. The County Agencies shall also supply any additional financial and statistical information, not subject to examination by the Auditor, but necessary to substantially conform to the principles and standards of public financial reporting prescribed by the Governmental Accounting Standards Board, from time to time.
- 3. The County Agencies shall provide space deemed adequate by the Auditor to efficiently conduct the audit.
 - 4. The Auditor shall observe the adequacy of the system of internal control. If weaknesses are noted, appropriate recommendations should first be reviewed with the appropriate official and then included in the audit report, as appropriate to the situation.

D. AUDITING STANDARDS AND PROCEDURES

The basic purpose of the engagement is to express an unqualified opinion on the fairness of presentation of Taylor County's financial statements for the fiscal year and their conformity with generally accepted accounting principles applied on a basis consistent with that of the preceding year. If the audit opinion will be other than unqualified, the reasons would be discussed with the County.

The audit will be conducted in accordance with the current editions of:

- a. *Florida Statutes* Section 11.45
- b. *Rules of the Auditor General*, Chapter 10.550 and 10.600, F.A.C.
- c. "Audits of State and Local Governments" American Institute of Certified Public Accountants.
- d. GAO Government Auditing Standards, Current Revision (the Yellow Book).

- c. Additional Court Cost Report
- d. Count of unissued licenses for Tax Collector
- e. State of Florida Transportation Financial Report

F. COMPENSATION AND TERMS OF PAYMENT

1. The County shall pay the Auditors the following total fees for each of the annual audits:

<u>Year Ended</u>	<u>Basic Audit</u>	<u>Article V Compliance</u>	<u>Total</u>
09-30-07	\$41,000	\$1,650	\$42,650
09-30-08	*	*	*
09-30-09	*	*	*

*Prior year fee adjusted by the change in CPI-U, not to exceed 5%.

- 2. If unusual circumstances are encountered making it necessary for the Auditor to do added work, the Auditor shall immediately report such conditions to the responsible County officials and both parties may negotiate such additional compensation as appears justified.
- 3. Periodic progress billings shall be submitted as actual work is completed on any of the three year audits, but no more often than monthly. Progress billings shall be submitted in such form as to provide the County with sufficient information to ascertain that at any point total billings will not exceed the proportional fee earned for any year.
- 4. If significant new, non-grant related activities are entered into by the County creating a subsequent need for significant additional auditing services in any year, the Auditor and County shall negotiate a fee basis for those additional services prior to beginning the audit for the concerned year. If such services are of a repetitive nature, the increase shall be added to the basis fee in Section F for the effective years.

G. OTHER SERVICES

As specifically authorized from time to time during our contract period, Auditor will provide consulting and management advisory services to the Board and individual Constitutional Officers at the following hourly rates:

Firm partner	\$90 per hour
Other CPA	\$80 per hour

- e. OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations.
- f. OMB Circular A-133 Compliance Supplement.
- g. State of Florida "Single Audit Act."
- h. Single Audit Act and Amendments of 1996 and thereafter.

The audit will include a review of the system of internal control and tests of transactions to the extent the Auditor believes necessary. Accordingly, it will not include a detailed audit of transactions to the extent which would be required if intended to disclose defalcations or other irregularities, although the discovery may result.

The audit will also include a review of the County's compliance with certain laws, ordinances, contracts and written policies.

The County Agencies' management have the responsibility for proper recording of transactions of books of account, for the safeguarding of assets, and for substantial accuracy of the financial statements. Such statements are representations of management.

In addition to expressing an opinion on the financial statements, the Auditors will submit as a normal part of the audit a letter advising County of opportunities the Auditor observes for economies in operating or improvements in internal control and accounting procedures, adequacy of accounting systems, and conformity of operations to appropriate statutory requirements. Auditors will discuss any of our findings with appropriate County officials prior to finalizing them in the report.

Should irregularities be discovered during the course of the audit, the appropriate law enforcement agencies and County officials would be notified.

E. OTHER SERVICES INCLUDED

During the term of this contract, the Auditor shall provide the following additional services at no additional cost to the County:

1. Routine telephone consultation to Board, County Manager and Constitutional Officers and their financial staff.
2. Audit of all grants received by Board or Constitutional Officers. If any audit fee is provided for any grant, the fee will be refunded to the County.
3. Preparation of the following reports:
 - a. State of Florida Annual Financial Report
 - b. Landfill Escrow Audit Schedule

Accountant \$70 per hour

Technician \$40 per hour

Any associated travel would be billed at State of Florida rates.

These rates will not be increased throughout the duration of this audit contract.

H. AUDIT REPORT

The Auditor shall provide twenty-five (25) copies of the full audit report which should be printed on regular letter size letter (8 1/2" x 11") paper. Additional copies may be requested at a cost of \$25.00 each.

One copy of each report shall be delivered to each County Agency with the additional twenty (20) copies delivered to the Board of County Commissioners. The report shall be presented and delivered in the manner prescribed by law.

J. RENEWAL AND TERMINATION

This contract may be renewed or extended by the County on a year to year basis for an additional three years at substantially the same terms and fees adjusted by changes in the Consumer Price Index (not to exceed .5% per year), as mutually agreed upon by the County and Auditor.

After the initial three year term, the County may terminate this contract for any year by notifying Auditor no later than January 1 of the year to be audited.

K. APPLICABLE LAW AND VENUE

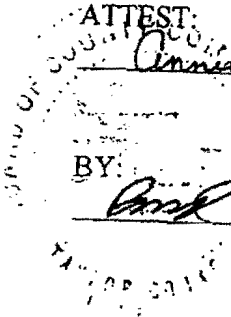
This Agreement shall be interpreted by Florida Law and venue of any litigation shall be exclusively in Taylor County, Florida.

IN WITNESS WHEREOF, the parties have signed this agreement as of the day and year herein first above written.

PERRY, FLORIDA
COUNTY OF TAYLOR

BY:

 Board of County Commissioners



ATTEST:

Anne New Murphy

Clerk of the Circuit Court, Ex Officio
Clerk to the Board of County Commissioners

BY:

[Signature]

Auditor, Powell & Jones, CPA's