

SUGGESTED AGENDA  
TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS  
PERRY, FLORIDA  
REGULAR BOARD MEETING  
MONDAY, JANUARY 4, 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 OF DECEMBER 15, 2015.
5. EXAMINATION AND APPROVAL OF INVOICES.
6. THE BOARD TO CONSIDER ADOPTION OF RESOLUTIONS TO REFLECT UNANTICIPATED MONIES IN THE GENERAL FUND, AS SUBMITTED BY COUNTY FINANCE.
7. THE BOARD TO CONSIDER ADOPTION OF A RESOLUTION TO REFLECT A SHORTFALL OF MONIES IN THE GENERAL FUND, AS SUBMITTED BY COUNTY FINANCE.

8. THE BOARD TO APPROVE A T-HANGER LEASE AGREEMENT AT PERRY FOLEY AIRPORT FOR BILLY CARNLEY EFFECTIVE JANUARY 1, 2016, AS AGENDAED BY MELODY COX, GRANTS DIRECTOR.
9. THE BOARD TO REVIEW AND CONSIDER APPROVAL OF ANNUAL LOCAL MITIGATION STRATEGY PLAN PROGRESS REPORT, AS AGENDAED BY STEVE SPRADLEY, EMERGENCY MANAGEMENT DIRECTOR.

CONSTITUTIONAL OFFICERS/OTHER GOVERNMENTAL UNITS:

10. JEFFREY SIEGMEISTER, STATE ATTORNEY, TO APPEAR AND ADDRESS THE BOARD CONCERNING THE NEED FOR ADDITIONAL OFFICE SPACE.

COUNTY STAFF ITEMS:

11. THE BOARD TO CONSIDER APPROVAL OF THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) SMALL COUNTY ROAD ASSISTANCE PROGRAM REIMBURSEMENT AGREEMENT TO RECONSTRUCT & RESURFACE PINECREST ROAD (CR361), AND ADOPTION OF A RESOLUTION AUTHORIZING EXECUTION BY THE CHAIR OF THE BOARD OF COMMISSIONERS, AS AGENDAED BY KENNETH DUDLEY, COUNTY ENGINEER.
12. THE BOARD TO RECEIVE AND APPROVE FDOT CONSTRUCTION & MAINTENANCE AGREEMENT TO REPLACE CR 14A ECONFINA RIVER BRIDGE NO. 384006 AND FURTHER APPROVE ASSOCIATED DETOUR, AS AGENDAED BY THE COUNTY ENGINEER.
13. THE BOARD TO RECEIVE AND APPROVE FDOT CONSTRUCTION AND MAINTENANCE AGREEMENT TO REPLACE CR 361 CYPRESS CREEK BRIDGE NO. 380038, AS AGENDAED BY THE COUNTY ENGINEER.
14. THE BOARD TO RECEIVE AND APPROVE FDOT CONSTRUCTION AND MAINTENANCE AGREEMENT TO REPLACE CR 361 FISH CREEK BRIDGE NO. 380068, AS AGENDAED BY THE COUNTY ENGINEER.
15. THE BOARD TO REVIEW AND APPROVE THE DEFERRED PAYMENT AND LOAN AGREEMENT AND MORTGAGE(S) FOR CDBG HOUSING REHABILITATION RECIPIENTS, AS AGENDAED BY THE GRANTS DIRECTOR.

COUNTY ADMINISTRATOR ITEMS:

16. THE BOARD TO ACCEPT A CHECK FROM FL MUNICIPAL TRUST FOR RETURN OF PREMIUM, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
17. THE BOARD TO ACKNOWLEDGE RECEIPT OF A NOTIFICATION FROM THE FLORIDA DEPARTMENT OF REVENUE (DOR), CONFIRMING THE DISTRIBUTION OF THE LOCAL OPTION FUEL TAX PROCEEDS BETWEEN TAYLOR COUNTY AND THE CITY OF PERRY, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
18. 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](http://www.taylorcountygov.com)
- IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS ANY ACCOMODATION IN ORDER TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST TO YOU, TO THE PROVISION OF CERTAIN ASSISTANCE. PLEASE CONTACT MARGARET DUNN, ASSISTANT COUNTY ADMINISTRATOR, 201 E. GREEN STREET, PERRY, FLORIDA, 850-838-3500, EXT. 7, WITHIN TWO (2) WORKING DAYS OF THIS PROCEEDING.
- ANY PERSON WISHING TO ADDRESS THE BOARD REGARDING AN AGENDAED OR NON-AGENDAED ITEM WILL BE GIVEN THREE (3) MINUTES FOR COMMENT.
- BALLOTS USED TO APPOINT CITIZENS TO ADVISORY COMMITTEES AND ADVISORY BOARDS ARE AVAILABLE FOR PUBLIC INSPECTION AFTER THE MEETING AND ARE RETAINED AS PART OF THE PUBLIC RECORD.

6

RESOLUTION

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

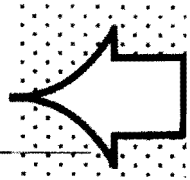
BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **GENERAL FUND** budget for the fiscal year ending September 30, 2016.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
\$35,215	001-3899010	General Fund-Cash Brought Forward
\$35,215	0630-59922	Court Improvement Fund-Sinking Fund

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 4th day of January, 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

(Represents designated funding remaining @ FYE'15 - in excess of the 2016 budget)



# COURT IMPROVEMENT FUND

BEGINNING BALANCE 10/1/14

\$133,366.14

FY 2014/2015 REVENUE

\$515.56 001-3482500

FY 2014/2015 EXPENDITURES

\* -\$2,340.48 #0630

ENDING BALANCE 9/30/15

\$131,541.22 (\*)

*Budgeted  
Carry Forward  
\$94,324*

Funds are generated as a result of "court facility fees" imposed by by the County Judge, in accordance with Section 939.18 FL. Statutes. Funds can only be used to "provide and maintain court facilities". The County Judge has the authority to approve expenditures from these funds.

(\*) This amount is "reserved" on the balance sheet (acct#001-2470010). Funds are carried forward each fiscal year for the purpose of court facility improvements.

*increase  
2014  
budget  
\$35,215*

*jt*  
Prepared By: Tammy Taylor, Finance Director (12/3/14)

*\*\$24,500 was encumbered for the Courtroom audio upgrade,  
but not expended until the 2015/2016 FY)*

COURT IMPROV. FUND.XL:

*jt*

## RESOLUTION

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

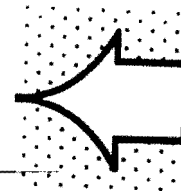
BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **GENERAL FUND** budget for the fiscal year ending September 30, 2016.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
Revenue:		
\$194,000	001-3346904	FEMA - Residential Construction Mitigation Program (RCMP) Grant
Expenditures:		
\$ 29,100	0417-53401	Contractual Services
\$ 750	0417-54902	Legal Advertising
\$ 500	0417-54977	Recording Fees
\$163,650	0417-58321	Rehabilitation
\$194,000	Total	

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 4th day of January, 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  
(New grant awarded for 2016 FY)

\_\_\_\_\_  
Chairman



**SIGN  
HERE**

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

---

Melody Cox  
Administrative Services

850-838-3553  
850-838-3563 Fax

**Melody.cox@taylorcountygov.com**

DATE: November 17, 2015

TO: Tammy

FROM: Melody

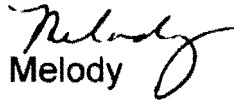
RE: Budget Request for new RCMP FEMA Grant

(Dept #0417)

Tammy,

Please prepare a new budget in the amount of \$194,000 for a new Residential Construction Mitigation Program grant. I have attached a Detailed Budget request as well as a copy of the grant agreement. This is a 100% grant with no match due from the County.

Let me know if you have any questions!  
Thanks!

  
Melody

Redacted  
001-3346904  
FEMA -  
RCMP Housing Grant  
JH

**DETAIL BUDGET REQUEST**  
**2015-2016 FISCAL YEAR**

DEPARTMENT: RCMP FEMA Grant  
November 17, 2015

*#0417 (New)*

**Expenditure**

<u>Account #</u>	<u>Account Description</u>	<u>Amount</u>
53401	Contractual Services Program administration fees, including inspection services, bidding, construction oversight and reporting	\$29,100
54902	Legal Advertising To advertise for applications and Notice to Bidders	\$750
54977	Recording Fees Recording of Repayment Agreements on RCMP assisted homes	\$500
58321	Rehabilitation Rehabilitation and/or retrofit of homes of qualified RCMP recipients which will include roofing improvements, impact resistant windows, storm shutters, bracing of structures, door replacements, and other improvements to strengthen homes from severe weather.	\$163,650

**Total Budget Request: \$194,000**

*Melody Cox*  
*11-17-2015*

**EXHIBIT – 1**

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

**SUBJECT TO SECTION 215.97, FLORIDA STATUTES:**

**State Project – Residential Construction Mitigation Program**

State awarding agency: **Division of Emergency Management**

Catalog of State Financial Assistance title: **Residential Construction Mitigation Program**

Catalog of State Financial Assistance number: **31.066**

Amount of State Funding: **\$ 194,000.00**

**Attachment A**  
**Budget and Scope of Work**

Taylor County Board of County Commissioners (Recipient) will provide residential wind mitigation retrofit improvements as identified in RFP-DEM-14-15-043 on as many residential structures as possible during the period of performance of this Agreement and within the award amount. The Division of Emergency Management's (Division) Property Information Spreadsheet will be a controlling document that forecasts and monitors expenditures for the approved mitigation properties. All residential structures shall be located within Taylor County and be approved by the Division. Any changes on selected structures shall be immediately reported to RCMP grant manager. The Recipient will focus on a systemic approach that ties together all aspects of wind mitigation. A "systemic approach" must be in adherence to Florida Statute (FS) 553.844 Windstorm Loss Mitigation; Requirements for Roofs and Opening Protection. Deviation from a systemic approach must be approved by both the Recipient and the Division. Recipient shall be responsible for the implementation, management, coordination, and facilitation of all aspects related to the wind mitigation retrofit projects approved. This includes but is not limited to subcontractor selection and payments, reimbursement requests and accountability for all Division funds awarded. All wind mitigation projects will conform to the higher standard of protection. Therefore Residential Construction Mitigation Program (RCMP) implements the minimal standard as Wind-borne Debris Regions stipulated within the Florida Building Code (FBC), 5th edition. The Recipient will provide residential wind mitigation retrofit improvements as identified in RFP-DEM-14-15-043 on as many qualified, residential structures as possible during the period of performance of this Agreement and within the award amount.

**ORDER OF AUTHORITY:**

The Recipient agrees to follow the Florida Building Code. First authority rests in Florida Statute 553.844 which is further clarified within the associated Florida Building Codes for wind retrofit and high velocity wind zones. Where Florida Statute 553.844 or the Florida Building Code is not clear, RCMP advises using FEMA publication P-55 Coastal Construction Manual: Principles and Practices of Planning, Siting, Designing, Constructing, and Maintaining Residential Buildings in Coastal Areas, 4th Edition (2011), and FEMA P-804 Wind Retrofit Guide for Residential Buildings (2010) as a reference. Florida Statute 553.844 in conjunction with all relevant Florida Building codes for wind retrofit and high velocity wind zones will maintain final authority.

**RIGHT OF REFUSAL:**

The Division **retains the right of refusal** for any project or property submitted to the Division. This right can be executed with cause or without cause.

**REGARDING THE REQUEST FOR PROPOSAL:**

The Request for Proposal (RFP) constitutes a framework for proposals. The RFP does not replace the State Funded Grant Agreement, Scope of Work, and all other attachments. Further an RFP is defined by Florida Statute 287.057 wherein, "An agency shall use a request for proposals when the purposes and uses for which the commodity, group of commodities, or contractual service being sought can be specifically defined and the agency is capable of identifying necessary deliverables. Various combinations or versions of commodities or contractual services may be proposed by a responsive vendor to meet the specifications of the solicitation document." The RFP remains a response and acts, in kind, as an application from an applicant.

**TASKS:**

**Task 1 (Identification and Inspection):** The Recipient shall establish and utilize a selection process that identifies residential structures for possible wind mitigation retrofit. Wind mitigation inspection shall be performed by a state certified wind mitigation inspector, local building official, or licensed general

## RESOLUTION

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

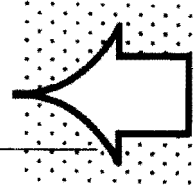
BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **GENERAL FUND** budget for the fiscal year ending September 30, 2016.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
Revenue:		
\$50,000	001-3347024	FRDAP Grant-Sports Complex
Expenditures:		
\$50,000	0472-04-56300	Capital/Infrastructure

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 4th day of January, 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 - Phase IV - awarded 2016 FY)

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

---

Melody Cox  
Administrative Services

850-838-3553  
850-838-3563 Fax

**Melody.cox@taylorcountygov.com**

DATE: November 17, 2015

TO: Tammy

FROM: Melody

RE: Budget Request for new FRDAP Grant (A16020)  
Taylor Co. Sports Complex IV

*Return:  
001 - 3347024  
FRDAP grant - copy  
Sports Complex*

*Post  
#0472-04*

Tammy,  
Please prepare a new budget in the amount of \$50,000 for the above referenced grant. I have attached a Detailed Budget request as well as a copy of the grant agreement. There is no match due from the County.

Let me know if you have any questions!  
Thanks!

*Melody*  
Melody



**DETAIL BUDGET REQUEST**  
**2015-2016 FISCAL YEAR**

**DEPARTMENT: #      FRDAP Grant –Taylor County Sports Complex**  
**November 17, 2015**

**Expenditure**

<b><u>Account #</u></b>	<b><u>Account Description</u></b>	<b><u>Amount</u></b>
<b>56300</b>	<b>Capital/Infrastructure</b>	<b>\$50,000</b>

**Installation of a shade covering at a playground, shade coverings at seating near baseball diamonds, installation of outdoor fitness equipment, improvements to basketball courts including installation of lighting, construction of sidewalks, construction of additional picnic area and trail and habitat signage.**

**Total Budget Request   \$50,000**

*Melody Carr*  
*11-17-2015*

**ATTACHMENT A  
FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP)  
GRANT WORK PLAN**

**Project Name: Taylor County Sports Complex Phase IV  
Grantee Name: Taylor County**

The project reimbursement is limited to one (1) invoice upon completion of all Project Elements shown below and submittal of all Deliverables and required documentation identified in the table below. Completion Documentation required prior to Reimbursement Request.

**Project Tasks, Deliverables and Required Documentation**

<b>TASK #1 Development of: Taylor County Sports Complex Phase IV</b>	<b>Amount of Costs to be Paid with Grants Funds</b>	<b>Amount of Costs to be Paid with Grantee Match</b>	<b>Deliverable and Documentation To Be Submitted Upon Completion and Before Reimbursement Can Be Approved</b>
<b>Task Description:</b> <b>(List each Primary project element)</b>  Basketball courts renovations Playground renovations New picnic area. New equipment and signage for existing fitness trail  <b>(List each Support project element)</b>  Security lighting Landscaping Renovation of bleachers at baseball diamonds Nature trail signage	   <b>\$ 50,000.00</b>	   Not Applicable No Match Required	   <b>Project Completion Certification</b>  <b>Final as-built site plan</b>  <b>Florida Recreation Area Paths Inventory Form</b>  <b>Color Photographs of Project</b>  <b>Notice of Completion of Use</b>  <b>Boundary Survey</b>
<b>TOTAL FUNDING AMOUNT</b>	<b>\$50,000.00</b>	<b>\$0.00</b>	

**Performance Standard:** Approval of deliverables is based upon review for compliance with the requirements for funding under the Florida Recreation Development Assistance Program (FRDAP); approved plans and application approved for funding.

**\*All work will be completed in accordance with the approved plans.**

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 a (shortfall) monies for a particular purpose which caused the GENERAL FUND for the fiscal period ending September 30, 2016, to be less than the advertised budget.

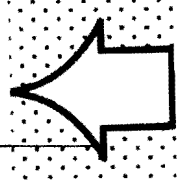
BE IT RESOLVED that the listed receipts and appropriations be transferred from the GENERAL FUND budget for the fiscal year ending September 30, 2016.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
\$(4,002)	001-3899010	General Fund - Cash Brought Forward
\$(4,002)	0229-54101	Communications Surcharge - Communications/Sheriff

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 4th day of January, 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**

(Represents "radio communications surcharge" funds @ 9/30/15- less than the 2016 budget)

**TRAFFIC COMMUNICATIONS SURCHARGE (\$12.50 Surcharge)**

BEGINNING BALANCE 10/1/14	25,536.93
SLERS REIMBURSEMENT-SPRINT NEXTEL	-
FY 2013/14 RECEIPTS	10,932.59 (acct.#001-3485201)
FY 2013/14 EXPENDITURES	(18,144.42) (acct.#0229)
Communications	(1,030.80)
Communications-Sheriff	-
Communications-Perry Police Dept	(5,460.00)
Communications-County Fire	(6,048.00)
Communications-EMS	(2,464.00)
Communications-City Fire	(700.00)
Equipment Maintenance	(1,250.00)
Utilities	(1,191.62)

**ENDING BALANCE 9/30/2015**

**18,325.10** (\*)

→ Budgeted  
CF 2014  
#22,327  
(Short \$402)

(\*) This amount should be reserved on the balance sheet (001-2470007).

26  
Prepared By: Tammy Taylor, County Finance Director (12/10/15)

To ↓  
Amended/  
Revised  
2016 FY  
Budget  
0229

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

**DEPARTMENT: COMMUNICATIONS SURCHARGE**  
**DEPARTMENT #: 0229**

**PREPARED BY:**

Dustin Hinkel

Date

**Expenditure**

<u>Account #</u>	<u>Account Description</u>	<u>Amount</u>
<del>54100</del> 54100 <i>8/1-15</i>	COMMUNICATIONS/Emu. Mgt *Please convert to COMMUNICATIONS/EM \$154 * 12	\$1,848
54101	COMMUNICATIONS/SHERIFF	\$13,271
54102	COMMUNICATIONS/PPD \$546 * 12	\$6,552
54103	COMMUNICATIONS/CO. FIRE 504 * 12	\$6,048
54104	COMMUNICATIONS/EMS 224 * 12	\$2,688
54105	COMMUNICATIONS/CITY FIRE 70 * 12	\$840
53401	UTILITY SERVICES	\$ 2,380
54620	R&M EQUIPMENT Maintenance of countywide communications equipment	\$ 1,500

**TOTAL BUDGET** **\$35,127**

F

**REVENUES:**

TAYLOR COUNTY CLERK OF COURT \$12,800 ✓

*(Fees Collected 1 + 12.50 Surcharge) 001-3485201*

ESTIMATED DISBURSEMENTS BY THE CLERK OF COURT FOR  
TRAFFIC CITATIONS ISSUED WITHIN TAYLOR COUNTY

→ CASH CARRIED FORWARD FROM FY 2015 = \$22,327

*Designated CF*

TOTAL REVENUES \$35,127

*8/6-12-15*

ANY ADDITIONAL CARRY-FORWARD FUNDS WILL BE REQUESTED TO BE  
BROUGHT TO 54100.

*2015-2016 FY*

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**

Approval of t-hangar lease agreement at Perry Foley Airport for Billy Carnley effective January 1, 2016



**MEETING DATE REQUESTED:**

January 4, 2016

**Statement of Issue:** Board to approve t-hangar lease agreement at Perry Foley Airport for Billy Carnley for a period of one (1) year.

**Recommended Action:** Board to approve t-hangar lease agreement for Billy Carnley

**Budgeted Expense:** T-hangars lease for \$160.00 per month plus tax for a total annual income of \$1,920 to the airport.

**Submitted By:** Melody Cox

**Contact:** Melody Cox

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** Billy Carnley, the owner of the aircraft has provided Airport staff copies of required insurance documentation.

**Attachments:** Lease Agreement for Billy Carnley



# 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

## Perry-Foley Airport Hangar Lease Agreement

This **HANGAR LEASE AGREEMENT** (the "Agreement") entered into as of this 2nd day of January, 2016 by and between **Board of County Commissioners of Taylor County, Florida** ("Lessor") and Billy Carnley ("Lessee") in Consideration of the mutual covenants and agreements herein mentioned to be performed by the respective parties, and in consideration of the rental herein after designated to be paid, Lessor hereby leases, rents, lets and demises unto Lessee, its successors, grantees and assigns, and Lessee does hereby hire and rent the below described property:

### 1. **Lease of the Hangar:**

Lessor hereby leases to Lessee Hangar# 6 (the "Hangar") located at Perry-Foley Airport, 517 Industrial Drive Perry, Florida 32348 the Hangar shall be used and occupied by Lessee solely for the storage of the following described aircraft:

Make/Model/Color: Cessna 150 \_\_\_\_\_

Registration No. N2658J \_\_\_\_\_ (the "Aircraft"), or any other similar aircraft owned or leased by Lessee (the "Substitute Aircraft"), provided Lessee has obtained the written consent of Lessor to store the substitute Aircraft in the Hangar, all provision of this Agreement applicable to the Aircraft shall also be applicable to the Substitute Aircraft.

### 2. **Term:**

The term of this agreement shall commence on the 2<sup>nd</sup> day of Jan, 2016, and shall continue in effect from month to month, being automatically renewed each month, unless terminated under the terms of this Agreement. However, the Lessor shall have the unilateral, right to reevaluate the lease agreement every ninety days (90) to assess the Lessee's compliance with the lease. The period of the Hangar Lease Agreement is one (1) year.

3. **Rent:**

For the use of the Hangar, Lessee shall pay the Lessor the amount of \_\_\$171.20\_\_ per month, payable in advance before the first day of each month. This rate shall be reviewed annually by the Airport Manager, and the Airport Advisory Committee the rental rates shall be re-determined based on the charge in the Consumer Price Index, all products as published by the United States Department of Commerce. Subsequent to such review, the monthly rental rate may be charged upon thirty days (30) notice to the Lessee. If the Lessee makes any monthly payments more than ten days (10) after the payment is due and owing, the Airport Manager reserves the right to assess one and one-half percent (1 ½%) charge per month (annualized rate of 18%) beginning with the eleventh (11<sup>th</sup>) day after payment is due. All rate changes will be approved by the Taylor County Board of Commissioners. In the event that the termination of the term with respect to any of the particular premises, facilities, rights, licenses, services or privileges as herein provided falls on any date other than the first day or last day of a calendar month, the applicable rentals, fees and charges for that month shall be paid for said month on a pro rata basis according to the number of days in that month during which the particular premises, facilities, rights, licenses, services or privileges were enjoyed. Checks shall be made payable to the Taylor County Board of Commissioners and mailed or delivered to the Airport Manager at 511 Industrial Park Drive, Perry, Florida 32348.

4. **Service Provided:**

**Aircraft T-Hangar defined.**

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



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

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

5. **Obligations of the Lessee:**

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

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

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

e. Environmental Laws:

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

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

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

f. Fire and Building Codes/Extinguisher:

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

g. Access:

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

h. Termination:

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

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

i. **Regulatory Review:**

Copies of the above regulations can be viewed at the Airport Manager's office.

6. **Sublease/Assignments:**

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

7. **Condition of Premises:**

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

8. **Alterations:**

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

9. **Insurance:**

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

Lessor shall have the authority to terminate the Lease Agreement. Every aircraft owned or operated by any Lessee and/or user of a T-Hangar shall have insurance coverage in amounts not less than the following:

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

10. **Casualty:**

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

11. **Indemnity-Force Majeure:**

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

12. **Disclaimer of Liability:**

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

13. **Default:**

This Agreement shall be breached if:

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

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

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

14. **Thirty (30) Day Termination:**

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

**Governing Law:**

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

15. **Relationship of Parties:**

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

Lessee shall never at any time during the term of this Agreement become the agent of Lessor, and Lessor shall not be responsible for the acts or omissions of Lessee or its agents.

16. **Appurtenant Privileges:**

a. **Use of Airport Facilities:**

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

b. **Maintenance of Airport Facilities:**

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

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

17. **Nonexclusive Rights:**

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

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

18. **Remedies Cumulative:**

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

19. **Notice:**

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

1. If to Lessor Representative, address to:

AIRPORT MANAGER

BILL ROBERTS

401 INDUSTRIAL PARK DR.

PERRY, FL. 32348

2. If to Lessee, address to:

BILLY CARNLEY

157 POWELL LANE

CRAWFORDVILLE, FL 32327

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

20. **Integration:**

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

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

21. **Waiver:**

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

22. **Entire Agreement:**



This Agreement constitutes the entire understanding between the parties, and as of its effective date; supersedes all prior or independent agreements between parties covering the subject matter hereof.

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

**23. Severability:**

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

**24. Successors Bound:**

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

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

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

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

By: 

Title: Airport Manager

Lessee: Billy Carney

By: Billy Carney

Title: Owner

By: \_\_\_\_\_  
Attested by Annie Mae Murphy Clerk of Court

By: \_\_\_\_\_  
County Administrator or  
Chairman of the Board of Commissioners

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

*County Commission Agenda Item*

**SUBJECT/TITLE:**



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

**Meeting Date:**

**January 4, 2016**

**Statement of Issue:** THE BOARD TO REVIEW A PROGRESS REPORT

**Recommendation:** APPROVE

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

**Submitted By:** STEVE SPRADLEY, EM DIRECTOR

**Contact:** 838-3575

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

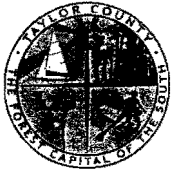
**History, Facts & Issues:** PURSUAT TO FAC 27P-22 THE CHAIRMAN MUST SUBMIT AN ANNUAL PROGRESS REPORT ON LOCAL MITIGATION PROJECTS UNDERTAKEN BY THE COUNTY'S MITIGATION WORKING GROUP

**Options:** 1. APPROVE/NOT APPROVE

2. \_\_\_\_\_

**Attachments:** 1. 2015 ANNUAL REPORT

2. \_\_\_\_\_



## TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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

DUSTIN HINKEL, County Administrator  
201 East Green Street  
Perry, Florida 32347  
(850) 838-3500, extension 7 Phone  
(850) 838-3501 Fax

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

January 4, 2016

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

Mr. Anderson,

Pursuant to Florida Administrative Code 27P-22, please find enclosed the Local Mitigation Strategy 2015 Annual Report for Taylor County. This report was presented to the Board of County Commissioners at its regular meeting on Tuesday, January 4, 2016. Please direct any further questions to Steve Spradley, the County's Emergency Management Director and LMS Chair.

Thank you!

Jody Devane  
Chair  
Taylor County Board of County Commissioners



# TAYLOR COUNTY

## BOARD OF COUNTY COMMISSIONERS

### Department of Emergency Management

STEVE SPRADLEY, EM DIRECTOR  
591 East US Hwy 27  
Perry, Florida 32347  
(850) 838-3575 Phone  
(850) 838-3523 Fax

#### MEMORANDUM

To: Taylor County Board of County Commissioners

From: Steve Spradley, EM Director

Date: December 28, 2015

Subject: Taylor County Local Mitigation Strategy 2015 Annual Progress Report

Dear Commissioner Devane,

The LMS/LTR work groups met twice since the last writing of this progress report on April 23, 2015 and November 10, 2015. The group meets to discuss potential mitigation and recovery projects and planning. Below is a status update for individual projects identified in the LMS. I remain as the Chairman and Kristy Anderson, EM Coordinator, is the vice-chair. Please note that the list has been updated with some completed projects identified for removal. We have also expanded the generator list to identify critical facilities as priority for mitigation. The workgroup will continue to identify opportunities for future updates to projects for the plan in the year to come. Copies of this report will be maintained in my office, your office, and at the EOC.

#### 2015 Update of Mitigation Projects/Action Plan for Taylor County and the City of Perry

Flood1	Countywide storm water management study	hurricanes, storms, and flooding	The need is to further define the basins and analyze impact to the county transportation and road system.	Proposed	Taylor County Public Works	\$250,000	24 months
<p><b>2011 Update:</b> Funding for this effort has not materialized, yet remains a top priority of the LMS Working Group. The County will continue to seek funding to initiate this effort on an ongoing basis.</p> <p><b>2012 Update:</b> TCEM/TCPW/TC Engineering is working with FDOT in their identification of flooding "hot spots" in an effort to better define the study area for future grant applications. TCEM is working with FEMA's RISKMAP project to better define the coastal flooding and riverine flooding hazard in the County.</p> <p><b>2013 Update:</b> "Hot Spot" identification is continuing. Grant opportunities have not yet materialized</p> <p><b>2014/15 Update:</b> Funding for this effort has not materialized, yet remains a top priority of the LMS Working Group. The County will continue to seek funding to initiate this effort on an ongoing basis.</p> <p><b>2015 Flood events in Steinhatchee</b> have identified the need for drainage system to aid with the removal of areal flood waters in low lying areas where ditching is not possible. Areas identified include Second Ave NE, Central and Thirteenth Street NE and First Ave SE. An increase in estimated costs has been approved.</p>							
Flood2	Analysis and improvements to the existing storm drain system	hurricanes, storms, flooding	City of Perry Project. This is to analyze, improve and develop their existing storm drainage system throughout the city to improve drainage to lessen and eliminate certain flooding issues	Proposed	City of Perry Public Works	\$100,000	24 months

**2010 Update:** Funding for this effort has not materialized, yet remains one of the top priorities of the LHM Working Group. The City of Perry continues to meet to have this effort completed in order to ensure the City is protected from storm flood events. With the completion of the NRP FIRM maps via the MAPMADE project with the Suwannee River Water Management District, the City has new flood maps. The City needs to determine existing storm drainage systems, at least capture those areas susceptible to flooding from storm events. The City of Perry still desires to have this study completed.

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

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

**2013 Update:** TS Debby lessons learned have been incorporated.

**2014/15 Update:** The City is still seeking funding for this project.

<b>Flood3</b>	Update floodplain data and maps and incorporate into GIS	flooding	This project proposes a study to update the existing FIRM floodplain maps Using GPS, GIS, flood modeling analysis, local knowledge, and field work. The county proposes to update and digitize the current FIRM maps to mark the 100 and 500 year floodplain areas.	Ongoing/Completed	Taylor County Engineering	\$50,000	Ongoing
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**2010 Update:** Significant progress was made with this action. The digitized FIRM Maps have been completed for all of Taylor County, and the City of Perry. The City and the County worked with FEMA and the SRWMD to establish the Flood Insurance Study and FIRM. An update to the County floodplain ordinance was made on May 5, 2009 based on the updated maps.

**2011 Update:** The City and County continue to incorporate flood map updates.

**2012 Update:** The County is working with FEMA's MAPMADE program in an effort to update floodplain data.

**2013 Update:** County continues to coordinate efforts with FEMA's MAPMADE.

**2014/15 Update:** FEMA is the final stage of completing a Flood Evaluation and Warning Plan to be added to the LHM.

<b>Flood4</b>	New bridge and culvert at Julia Street	hurricanes, storms and flooding	This project proposes the construction of a new bridge and culvert across Pimple Creek at Julia Street to improve drainage and prevent flooding during heavy rain.	Ongoing	City of Perry Public Works	\$250,000	36 months
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**2010 Update:** The Suwannee River Water Management District conducted a preliminary study on the river and found that flooding is caused by a choke point in the river before the bridge. The choke point was found to be located on private property. The bridges were inspected and found to be structurally sound. Revisions to the floodplain could be problematic. The SRWMD study will investigate this in more detail. If a solution is found that solution will replace this item on the this project list in the future.

**2011 Update:** No solution has been proposed to amend this project.

**2012 Update:** SRWMD is still working on a proposed solution.

**2014/15 Update:** No solution identified at this time.

<b>Flood5</b>	New bridge and culvert at Main Street	hurricanes, storms and flooding	This project proposes the construction of a new bridge and culvert across Pimple Creek at Main Street. This will improve access to the new hospital and lessen the effects of flooding.	Ongoing	City of Perry Public Works	\$250,000	36 months
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**2010 Update:** Similar to Flood4 update. The bridges were inspected and found to be structurally sound. The City wants to wait until the Suwannee River Water Management District completes its study before proceeding with this effort. Funding will be an issue.

**2012 Update:** SRWMD is still working on a proposed solution.

**2014/15 Update:** No solution identified at this time.

<b>Flood6</b>	Repetitive damage locations data collection	flooding	This project proposes to continue collecting data about the locations in the county that are repetitively damaged due to flooding. Along with this data collection is the desire to incorporate this data into the county's GIS system for identification and display of these locations	Completed/ongoing	Taylor County Emergency Management	\$1,500,000	36 months
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**2010 Update:** This is up to date as of 2010. All of the repetitive loss structures in the County have been identified, and incorporated into the Engineering Departments GIS system. A list of those properties is included in this updated plan. As additional repetitive loss structures are identified by FEMA, they will be included on the repetitive loss list, and geocoded in the County's GIS system. The owners of each of these properties are contacted on an annual basis to inform them of their status, and provided suggested mitigation measure to be taken.

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

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

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

**2014/15 Update:** On-Going

Flood7	Analysis and evaluation of the repetitive loss locations	storms and flooding	This project will research the 18 repetitive loss locations throughout the county and study the various options to mitigate this flooding damage. This project will consider property buyouts, building elevation and other means to avoid this repetitive loss.	Completed/ongoing	Taylor County Emergency Manage't, Engineering Department	\$15,000	12 months
<p><b>2010 Update:</b> The Taylor County Engineering Department and Emergency Management worked jointly to capture all repetitive loss structures in Taylor County. The Engineering Department maintains a list of all such structures, and their current owners on a .dbf database, and can provide shape files locating each structure in the county. Taylor County Emergency Management provides annual mitigation opportunities for these structures to include opportunities to be included on a buyout list should the County receive such funds from the State or FEMA.</p> <p><b>2011 Update:</b> The County continues to maintain an up-to-date database and shapefile and continues its outreach efforts.</p> <p><b>2013 Update:</b> Database has been updated.</p> <p><b>2014/15 Update:</b> The Taylor County Engineering Department continues to update the database as information is received.</p>							
Flood8	Study and development of a sewer system in the growing coastal areas	hurricanes, storms, and flooding	Taylor County proposes to study and eventually develop a county maintained sewer system in the growing communities along the coast. Currently 100's of septic tanks are used and these often flood and contaminate drinking water, canals and dirt during hurricanes and storms.	Completed /ongoing	Taylor County Emergency Management, Engineering Department	\$5,000	12 months
<p><b>2010 Update:</b> There has been significant progress made on this serious situation. The Steinhatchee community (Taylor County Water Authority) is seeking funds from the Florida Department of Environmental Protection to expand the current sewer system to take permit of hazardous septic systems that often flood and create unsafe water conditions along the coastline with coliform bacteria. Phase I of this project is completed and Phase II is underway. Taylor Coastal Sewer and Water Authority, and the Big Bend Water Authority are engaged. In addition, the City of Perry is looking to expand its sewer treatment capacity.</p> <p><b>2012 Update:</b> Phase II is still in progress.</p> <p><b>2014/15 Update:</b> Big Bend Water Authority has completed Phase III.</p>							
Flood9	Additional sirens	hurricanes, storms	Taylor County currently has five warning sirens along the coast. This Project proposes to add additional sirens to improve the warning capabilities	Ongoing	Taylor County Public Works	\$1,000,000	36 months
<p><b>2010 Update:</b> Additional sirens are needed for placement on top of the Courthouse, at Jerald Walker Park located on Warner Street, and at Leisure Retreats. Funding for this has not been secured, but remains on the LMS Working Group priority projects.</p> <p><b>2011 Update:</b> TCEM and TCSD coordinated and oversaw the installation of two grant funded Local Alert Network Sirens at the School Administration Complex and Taylor Technical Institute.</p> <p><b>2012 Update:</b> TCEM continues to maintain the County's siren system and has added the capability of warning residents via text message and email.</p> <p><b>2013 Update:</b> TCEM narrowbanded and performed major maintenance on the system.</p> <p><b>2014/15 Update:</b> TCEM has re-implemented monthly coastal siren warning test for existing sirens on the second Thursday of each month.</p>							
Flood10	Maintenance of debris removal contract	hurricane, storms, flooding, winter storms	Taylor County plans to maintain the existing debris removal contract with DRC Inc. This contract has no cost until actual work needs to be done.	Ongoing	Taylor County Emergency Management	\$50,000	24 months
<p><b>2010 Update:</b> The County maintains its contract with DRC for debris removal, and with Beck, Inc., for debris monitoring. In addition, the County is upgrading its debris site at Foley Airport in anticipation of any further events requiring debris clearance and removal. The County is ensuring the City of Perry is covered by MOU for debris removal.</p> <p><b>2011 Update:</b> Plan annexes have been updated, temporary debris sites leases were renewed, and the County will be seeking RFPs for Debris removal and monitoring at the end of the year.</p> <p><b>2012 Update:</b> O'Brien's Response Management was awarded the pre-incident bid to be the County's Debris Monitoring Contractor.</p> <p><b>2013 Update:</b> CERES was awarded primary debris management contract. Crowder Gulf was added as a standby contractor.</p> <p><b>2014/15 Update:</b> Contractors remain on contract with no activations at the time of this reporting.</p>							
AH1	All-hazard public awareness and educational programs	Hurricanes, tornadoes, severe storms, forest fires, drought, heat	This project proposes the development of public awareness programs to address flood prevention, forest fire prevention, evacuation routes, shelters,	Ongoing	Taylor County Emergency Management	\$0	Current

		wave, winter storms, sinkholes, landslides, erosion, earthquakes	safe-room program, current and future construction. These program with the associated information would be continually offered to the public through a variety of methods including classes, internet data dissemination, and printed materials.				
<p><b>2011 Update:</b> An ongoing process, TCEM did distribute updated Re-Entry permits and hurricane evacuation zone maps. TCEM continues to present at public events.</p> <p><b>2012 Update:</b> TCEM has continued its re-entry permit and public awareness campaigns and the Building Department has continued its repetitive loss program.</p> <p><b>2013 Update:</b> TCEM has continued its re-entry permit and public awareness campaigns by attending and hosting several public meetings and events and the Building Department has continued its repetitive loss program.</p> <p><b>2014/15 Update:</b> TCEM has implemented a Business Re-Entry program, published a 2014 Hurricane Survival Guide, and has issued new 2015-2016 residential re-entry permits along with evacuation zone maps. TCEM has also developed its own webpage to public information to the public and has developed a Facebook page to keep an all-hazard public awareness presence. In 2014 EM sponsored CERT teams located in the Coastal area to aid with public education and awareness.</p>							
All2	Countywide disaster recovery business alliance	all hazards	This project proposes to develop a public/private partnership to reduce vulnerabilities in the area through cooperation and education.	Ongoing	Taylor County Emergency Management	\$10,000	6 months
<p><b>2010 Update:</b> Taylor County Emergency Management continues to reach out to local businesses and engage them in emergency management in order to reduce vulnerabilities. Representatives from the Business Corporation are sitting members of the LMS working group. Other businesses (Progress Energy, Martin's, etc.) have been engaged to participate in emergency management activities. Progress Energy was involved in the County's table top exercise in March, 2010. As they have a major role in utility restoration, this will remain an ongoing effort. The LMS Working Group also keeps the City Commission and County Board apprised of mitigating the impacts of new and existing buildings.</p> <p><b>2011 Update:</b> TCEM is actively seeking funds for including this project into its new Long-Term Recovery Plan.</p> <p><b>2012 Update:</b> TCEM continues to engage its private sector partners in all phases of disaster. TCEM produced a long-term recovery plan in November 2011 that incorporates the County's economic development vision and TCEM is in development of a business re-entry program.</p> <p><b>2013 Update:</b> Business Re-Entry program has been rolled out to the private sector.</p> <p><b>2014 Update:</b> TCEM conducted a flood table-top exercise in Stanhatchee with over 50 participants, including Taylor County electric and Big Bend Water Authority.</p> <p><b>2015 Update:</b> TCEM conducted a Hazardous Train Derailment TTX for downtown Perry businesses and government.</p>							
Fire1	Mitigation Burning and Forest fire Management	forest fires	This project proposes the continuation and increase of Department of Forestry mitigation burning on public and private lands. This is an on-going program for FFFS that is contingent on funding and manpower.	Ongoing	Taylor County Emergency Management	\$7,500	12 months
<p><b>2013 Update:</b> Florida Forest Service continues to perform preventative mowing and plowing as conditions and funds warrant.</p> <p><b>2014/15:</b> FFS has received funding for some mitigation efforts in 2013 and is continuing mowing and plowing efforts for 14/15 budget year. All previously list projects have been completed and will be removed from the list.</p>							
Fire2	Additional Fire Department Resources	forest fires, all hazards	County Fire resources are minimal and stretched. This project proposes the addition of fire and emergency personnel and equipment especially along the coast.	Ongoing	Florida Division of Forestry	\$26,500	24 months
<p><b>2010 Update:</b> This is an ongoing need for the County, and remains on the project list. The County continues to allocate limited resources to maintain the coastal fire departments, but more funding is required. The LMS Working Group continues to investigate alternative funding sources to enable these valuable projects.</p> <p><b>2011 Update:</b> TCFR continues to seek funding.</p> <p><b>2012 Update:</b> The Board has agreed to fund the acquisition of new radios, air packs, and bunker gear for an overall investment of nearly \$100,000.</p> <p><b>2013 Update:</b> The Board has allocated \$85,000 in FY14 for equipment repairs and upgrades.</p> <p><b>2014 Update:</b> FFS has received funding for mitigation projects and is currently updating their mitigation activities list for inclusion into LMS projects list. No projects identified at this reporting.</p>							



Fire3	Fire awareness educational Program	forest fires	This project proposed the development of an educational outreach program to instruct citizen about ways to minimize fires and protect their property from damage. This would involve instructions about clearing brush and pine straw from around houses and ensure clear access to locations for fire equipment.	Ongoing	Florida Division of Forestry	\$60,000	6 months
<p><b>2010 Update:</b> There have been several Firewise presentations given in the County. One was conducted in the Steinatchee Community (2006), the annual Forest Festival (2008-2009), and at the Perry Rotary Club meetings (2010). In each event, brochures describing basic Firewise concepts were distributed to the residents of Taylor County. The TCEM County Hazardization Planner has visited the County several times to conduct these events, and will continue in the future. Taylor County Emergency Management and Fire Rescue will continue to partner with the TFFS to continue the Firewise program.</p> <p><b>2012 Update:</b> Project is ongoing with appearances by the Forest Festival and local schools.</p> <p><b>2013 Update:</b> Project is ongoing with appearances by the Forest Festival and local schools.</p> <p><b>2014/15 Update:</b> Outreach continues to local business, civic clubs, schools, and during various festivals.</p>							
Fire4	Reduce fire hazard	Urban and wildland fire	This project proposed to increase the water conveyance capacity of the county's water supply in order to bring the system up to the current Florida Fire Prevention Code to minimize the threat of an inadequate water supply capacity.	Ongoing	Florida Division of Forestry/ Taylor County Emergency Management	\$25,000	12 months
<p><b>2010 Update:</b> This proposed project was added by the LWS Working Group in 2010. There is a need to increase the County's water flow capacity throughout the water network in order to comply with the Florida Fire Code, which requires a level of capacity the County system does not currently have. The LWS Working Group will work to identify potential funding sources for this effort, to include CDBG funding.</p> <p><b>2012 Update:</b> Funding has not materialized for this project although the group has reached out to the County's CDBG coordinator for further coordination.</p> <p><b>2013 Update:</b> Coordination with administrative staff continues on this project.</p> <p><b>2014/15 Update:</b> Coordination with administrative staff continues on this project. Local fire departments are actively pursuing various grants to enhance firefighting.</p>							
Flood12	Repetitive loss and storm buffer property acquisition	Floods, Hurricanes, Severe Storms, Sinkholes	This project proposes that the County acquire property that is repetitively vulnerable to flooding events.	Ongoing	Taylor County Emergency Management	\$500,000	12 months
<p><b>2012 Update:</b> The project was proposed at the 8/21/12 meeting as a vulnerability reduction measure. The group will begin seeking funding opportunities after the group confirms its inclusion at the November 2012 meeting.</p> <p><b>2013 Update:</b> Project confirmed. Suitable property identification is ongoing.</p> <p><b>2014/15 Update:</b> No funding opportunities</p>							
All3	Acquire permanent and mobile standby generators	Hurricanes, tornadoes, severe storms, forest fires, drought, heat wave, winter storms, sinkholes, landslides, erosion, earthquakes	This project proposes to acquire permanent and mobile generators for the purpose of mitigating the effects of long-term power outages	Proposed	Taylor County Grants Department	\$750,000	24 months
<p><b>2012 Update:</b> Proposed at 8/21/12 meeting; TCEM continues to seek funding opportunities and assess critical facility needs</p> <p><b>2013 Update:</b> Project confirmed. TCEM is compiling generator needs and pricing.</p> <p><b>2014/15 Update:</b> Needs identified for permanent standby generators and awaiting funding for critical facilities, to include Doctors Memorial Hospital, Forest Capital Hall, Steinatchee Fire Department</p>							
All4	All hazards critical facility hardening	Hurricanes, tornadoes, severe storms, forest fires, drought, heat wave, winter	This project proposes to fund hardening efforts at critical facilities through the acquisition and installation of materials to mitigate the impacts of hazards and ensure the viability and	Proposed	Taylor County Emergency Management Building and Planning, Engineering, Grants	\$1,000,000	36 months





**LMS Working Group  
Taylor County Emergency Operations Center**

**April 23, 2015**

**Meeting Minutes**

**Attendance**

<b>NAME</b>	<b>ORGANIZATION</b>	<b>PHONE</b>	<b>EMAIL</b>
Steve Spradley	Taylor County EM	850-838-3575	<a href="mailto:Steve.spradley@taylorcountygov.com">Steve.spradley@taylorcountygov.com</a>
Ed Ward	FDOT	386-961-7581	<a href="mailto:Ed.ward@dot.state.fl.us">Ed.ward@dot.state.fl.us</a>
Bobby Pickels	Duke Energy	850-694-3758	<a href="mailto:Robert.pickels@duke-energy.com">Robert.pickels@duke-energy.com</a>
Jami Boothby	BOCC	850-838-3500	<a href="mailto:Building.tech@taylorcountygov.com">Building.tech@taylorcountygov.com</a>
Dave Dickens	SRWMD	386-209-4241	<a href="mailto:Rdd@SRWMD.org">Rdd@SRWMD.org</a>
Kristy Anderson	Taylor County EM	850-838-3575	<a href="mailto:Kristy.anderson@taylorcountygov.com">Kristy.anderson@taylorcountygov.com</a>
Dan Cassel	TCFR Chief	850-838-3522	<a href="mailto:Ps.director@taylorcountygov.com">Ps.director@taylorcountygov.com</a>

**Meeting Agenda**

**AGENDA**

- Opening Remarks
- Update LMS Committee Members [Attachment 1]
- Review 2014 Hazard Analysis Plan to Replace 2010 LMS Hazards Plan [at meeting]
- Review LMS Project List [Attachment 2]
- Schedule Next Meeting
- Adjourn

**Minutes**

Steve Spradley called the meeting to order. He asked that everyone introduce themselves around the table and thanked everyone for attending.

The minutes from the December 19<sup>th</sup> meeting were discussed and approved. A motion was made by Ed Ward and a second motion was made by D. Cassel to approve them.

S. Spradley stated that emergency management is on a five year cycle with the LMS plan and that it is due to FDEM this summer. J. Boothby asked about the status of the flood plan. S. Spradley stated that he will finalize it soon because National Weather Service will be here this summer also. J. Boothby stated that the CRS visit has been delayed until 2016 because of back-up. S. Spradley stated that we will include with the LMS plan. In 2014 the hazard analysis update was completed for our CEMP and we have received permission from the state to incorporate that plan into our LMS. Emergency Management drafted a letter and the county commission sent the letter to the state.

Brooks Butler  
Melody Cox

Georgia Pacific  
Taylor County Grants Department

S. Spradley asked all to look at the letter to Miles E. Anderson removing some of the projects from the LMS list.

Sink 1 on the list has been completed on San Pedro Road. Bobby Pickels stated that his company definitely resolved this issue he believes. He will ask his engineering group to be sure that this has been resolved and report back to the group.

Flood 13 Charles Sadler Lane bridge has been resolved by citizens.

Fire 1 and Fire 2 also has been completed since the Division of Forestry received mitigation monies from 2011/2012. There is an ongoing need for mitigation monies for wildfires and this will stay on the list.

S. Spradley spoke to Melody Cox about the LMS group working to identify potential CBDG funding. She was not aware that we were looking for that kind of funding. This is an ongoing and necessary need stated D. Cassel. He stated that we need hydrants around the county and discussed the pros and cons. S. Spradley asked what kind of grants D. Cassel was working on at this time. D. Cassel has a grant in the process for a fire truck in the amount of \$340,000. Another grant is out for \$400,000 for a volunteer coordinator position for four years. S. Spradley stated that we are always on the lookout for mitigation grants to help with this.

The Taylor County School Board has awarded the contract for the shutters project for the shelters that was to be completed June 2015.

The LMS group voted and approved to have the LMS meetings twice a year instead of quarterly. The next meeting will be in October of 2015. The LMS update will be sent to the board for approval in September 2015.

The meeting was adjourned by S. Spradley.

LMS/LTR

April 23, 2015

NAME	ADDRESS	PHONE	EMAIL
Steve Smedley	TC EM	386 941-7581	ED.WARD@DOT.STATE.FL.US
ED WARD	FDOT	850- 694-3758	robert.pickels@duke-energy.com
Bobby Pickels	Duke Energy	850- 838-3500	building.tech@taylorcountygov.com
Jami Boothby	BOCC	838-3575	kristy.anderson@taylorcountygov.com
Kristy Anderson	TCEM	386 209 4241	rd@SPRUND.org
Dave Dickens	SPRUND	850 295-1141	DCASSETT@TAYLORCOUNTYFLA.COM
Jan Cassel	TC EM		

**LMS Working Group  
Taylor County Emergency Operations Center**

**November 10, 2015**

**Meeting Minutes**

**Attendance**

<b>NAME</b>	<b>ORGANIZATION</b>	<b>PHONE</b>	<b>EMAIL</b>
Steve Spradley	Taylor County EM	850-838-3575	<a href="mailto:steve.spradley@taylorcountygov.com">steve.spradley@taylorcountygov.com</a>
Jack Smith	Florida Forest Service	850-223-0751	<a href="mailto:jack.smith@freshfromflorida.com">jack.smith@freshfromflorida.com</a>
Bill Roberts	Taylor Airport	850-838-3519	<a href="mailto:airport@taylorcountygov.com">airport@taylorcountygov.com</a>
Kristy Anderson	Taylor County EM	850-838-3575	<a href="mailto:kristy.anderson@taylorcountygov.com">kristy.anderson@taylorcountygov.com</a>
Dan Cassel	TCFR Chief	850-838-3522	<a href="mailto:d.cassel@taylorcountygov.com">d.cassel@taylorcountygov.com</a>

**Meeting Agenda**

**AGENDA**

- Opening Remarks
- Review 2015 LMS Plan
- Review LMS Project List [Attachment 2]
- Schedule Next Meeting
- Adjourn

**Minutes**

Steve Spradley called the meeting to order. He thanked everyone for attending.

The minutes from the April 23, 2015 meeting were discussed. Steve explained the CRS review that is due next year. Taylor County is a level 7 with the CRS which decreases our flood insurance by 15%. Each level you decrease a level the rate is reduced by 5% off of flood insurance. Staff will take a crosswalk and compare plans to make sure all are in compliance. The LMS working group is listed in the minutes and noted. With the LMS plan we have two reports due each year. In September we have to have BOCC ratify the LMS and send a letter to the CRS board. Also in January we have to send a similar review to FDEM. We will update this list as needed. Noted in the minutes, we discussed dropping some mitigation projects from the list. Charles Sadler was dropped because the citizens fixed this themselves. Fire 1 and 2, as well as Sinkhole was dropped from the list. This updated list was sent to the state. A motion was made by Dan Cassel and second motion was made by B. Roberts to approve the minutes.

LMS was last updated in 2010 and uploaded to the Taylor County website. The 2010 LMS expires January 6, 2015. Taylor County EM has been updating this plan. The Hazard Analysis and Flood Plan will be annexes to the LMS plan. During the next time we are required to update our CEMP we will use this Hazard plan as an annex. The LMS plan has been completed and approved by the state. After today we are submitting it to the County

Commissioners for approval. This LMS plan will be in effect for the next five years. Changes to the plan have been made, such as impact examples of forest fires for the last five years. All hazards that we are potentially exposed to had to include impacts to the community. The sinkholes in Steinhatchee and road washouts were added as impacts. The new 2015 LMS plan will be placed on the Taylor County website. I was so large we placed it on a disc for each county commissioner to review for their November 17, 2015 meeting. Coastal Surge and areal flooding were also noted on the plan. In the LMS plan the coordinated and planning process was updated and the individuals involved. EM advertises our LMS meetings and we must document that we do. The flood insurance losses were also updated as well as future growth patterns and critical facilities. Steve discussed ongoing mitigation projects as well as the City of Perry mitigation projects. The committee was asked to review the LMS plan as it passed around at the meeting. EM is always looking for new mitigation projects and they can be added to the list at any time during the year. They have to be reviewed by the committee and then can be added.

D. Cassel noted he would like to search for funds for sending staff to swift water classes. S. Spradley noted that he was not sure the training would meet mitigation requirements. S. Spradley noted that swift water rescue in Taylor County is mostly in Steinhatchee and that EM will search for training. During the floods the ambulance could not get to a victim and a boat was used to get the person out. D. Cassel noted that it would help his personnel to have this training.

Steve noted that EM identified potential mitigation projects in Steinhatchee. River Avenue is the first as we received word from AT&T that the flooding waters were about 6 inches from the phone boxes which would knock out all 911 service for Steinhatchee. Pumps were borrowed from Madison and Lake City to alleviate the flooding water. The largest problem was not enough discharge pipe. We borrowed pipe from the water company and ran it to the river. We did not know that forestry had 3000 feet we could have used. D. Cassel asked if AT&T had any plan to raise the phone boxes. The pumping alleviated this flooding, but kept coming across road from the aquifer. S. Spradley noted that a road was built up and blocked the natural flow of the water. We will add River Ave flooding to the review. B. Roberts noted that we were on the north end and received 20 inches from the storm. S. Spradley noted that the storm sat over the Jena area and that's why we received all the flooding.

S. Spradley noted that the flooding from Second Ave. NE to Central Ave. was a problem area from three ponds which flooded. He stated that the county rented pumps and pipe at \$10,000 per week for three weeks. One possible mitigation solution by the county is to try and obtain obsolete plastic pipe from the Big Bend Water Company in Steinhatchee, put an intake at Central and Thirteenth Street NE and bury the pipe to First Ave SE, then along First Ave west to the marsh for discharge. We would then have the discharge method and that work will need to be contracted out.

Another mitigation issue is on Second Ave NE. We pumped this area out twice and the water kept coming back. This home was destroyed and we believe this property could be purchased with mitigation funds and make a holding pond for this location.

Another issue is Second Ave. NE where the road did not continue through to Ninth Street NE because of a pond in the way. The county believes that we could build out Second Ave. NE and put a ditch system in. When looking at LIDAR this location is lower and the water would tend to flow and not back-up. When this pond system gets full, the ditches need to be cleaned out and new culverts added. This can most likely be done over the next couple of years with county

funds. S. Spradley noted that engineering studies need to be done for all of these areas. These solutions were discussed with SRWM has river exposure grant funds that this might qualify for. These items will be added to the LMS list.

B. Roberts noted that he believes that an engineering study should be done in Steinhatchee. He motioned that the mitigation projects that were discussed be added and D. Cassel seconded it. S. Spradley noted that Dustin Hinkel added \$10,000 to capital improvements to buy discharge pipe and such which is a start.

J. Smith stated that forestry has the equipment if requested. S. Spradley noted that these were requested through the state and we were told to go find it on our own. Our problem was that we could not get enough discharge pipe. We could have used forestry's pipe and we would have had to have built a ramp.

S. Spradley asked if everyone had a chance to look at the LMS plan. D. Cassel motioned that the LMS plan be accepted. B. Roberts seconded the motion. The LMS plan was accepted.

Jack Smith noted that on Fire #3 should be removed from the mitigation list because there is nothing locally that can be done to change regulations. He suggested that there should be more education in the city for burning. He stated that forestry makes 35,000 to 40,000 fire prevention contacts in Taylor County per year. D. Cassel would like to have some fire prevention pamphlets to hand out to the citizens. D. Cassel motioned that Fire #1 be removed from the list and B. Roberts seconded.

The meeting was adjourned by S. Spradley.

**LMS Working Group/Long-Term Recovery Planning Meeting  
November 10, 2015  
Attendance**

[illegible]



**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**

STATE ATTORNEY JEFFREY A. SEIGMEISTER TO ADDRESS THE BOARD CONCERNING THE NEED FOR ADDITIONAL OFFICE SPACE.



**MEETING DATE REQUESTED:**

JANUARY 4, 2016

**Statement of Issue:**

THE STATE ATTORNEY WOULD LIKE TO DISCUSS  
OPTIONAL/ADDITIONAL OFFICE SPACE FOR HIS  
OPERATIONS.

**Recommended Action:**

**Fiscal Impact:**

**Budgeted Expense:**

**Submitted By:**

**Contact:**

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues:**

**Options:**

**Attachments:**

**TAYLOR COUNTY BOARD OF COMMISSIONERS****(11)****County Commission Agenda Item****SUBJECT/TITLE:**

BOARD TO CONSIDER APPROVAL OF THE FDOT SMALL COUNTY ROAD ASSISTANCE PROGRAM REIMBURSEMENT AGREEMENT TO RECONSTRUCT & RESURFACE PINECREST ROAD (CR 361) AND ADOPTION OF A RESOLUTION AUTHORIZING EXECUTION BY THE CHAIR OF THE BOARD OF COMMISSIONERS.

**MEETING DATE REQUESTED:**

January 4, 2016

**Statement of Issue:**

Under the Florida Department of Transportation's Small County Road Assistance Program (SCRAP), the County is responsible for executing a reimbursement agreement that outlines responsibilities, project milestones and reimbursement amounts for the proposed project. This agreement must be executed by the Board of County Commissioners and FDOT.

**Recommended Action:**

The Board of County Commissioners should approve the SCRAP Reimbursement Agreement to reconstruct and resurface Pinecrest Road (CR 361) from Johnson Stripling Road to North Ellison Road, approximately 1.0 mile. In addition to approving the agreement, the Board must also adopt a resolution authorizing the Chairperson of the Board of County Commissioners to enter into the agreement on the behalf of the Board of County Commissioners.

**Fiscal Impact:**

FISCAL YR 2016/17 - \$300,000.00 SCRAP Funding

**Budgeted Expense:**

NO (FY 16/17)

**Submitted By:**

COUNTY ENGINEER

**Contact:**

COUNTY ENGINEER

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS****History, Facts & Issues:**

Taylor County has elected to participate in the Florida Department of Transportation's Small County Road Assistance Program (SCRAP). Under this program the County receives funding to resurface or reconstruct previously State-owned roadways. In exchange for this funding, the County is responsible for executing a reimbursement agreement that outlines responsibilities, project milestones and reimbursement amounts for the proposed project. This agreement must be executed by the Board of County Commissioners and FDOT along with a resolution that specifically authorizes the Chair of the Board of County Commissioners to enter into the agreement.

Under the proposed reimbursement agreement, Taylor County is responsible for project design, permitting and administration. However, FDOT must first approve the proposed scope of work and successful bidder prior to beginning any construction activities. However, once approved, FDOT will reimburse up to \$300,000.00 toward the construction, design and administration cost of the proposed improvements. The agreement requires that The Board let the construction contract on or before December 31, 2016, and complete the project by June 30, 2018.

In addition to approving the agreement, the Board must also adopt a resolution authorizing the Chair of the Board of County Commissioners to enter into the agreement. A certified copy of the resolution must be returned with the signed agreement to FDOT.

**Options:**

- 1) Award the proposed reimbursement agreement and resolution.
- 2) Reject the proposed reimbursement agreement and resolution.

**Attachments:**

Resolution authorizing Chair to sign the agreement on behalf of the Commission  
FDOT SCRAP Reimbursement Agreement – Pinecrest Road (CR 361)

**RESOLUTION NO. \_\_\_\_\_**

**WHEREAS**, the Board of County Commissioners have been informed that a Resolution should be passed authorizing the Chair of the Board of County Commissioners to enter into the Florida Department of Transportation's Small County Road Assistance Program (SCRAP) Reimbursement Agreement to reconstruct and resurface Pinecrest Road (CR 361) from Johnson Stripling Road to North Ellison Road for approximately 1.0 mile.

**THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Taylor County, Florida, that:

1. The Chair of the Board is authorized to enter into the SCRAP Reimbursement Agreement to reconstruct and resurface Pinecrest Road (CR 356) from Johnson Stripling Road to North Ellison Road for approximately 1.0 mile in Taylor County, Florida.

**PASSED** in regular session this \_\_\_\_ day of \_\_\_\_\_, 2016.

BOARD OF COUNTY COMMISSIONERS  
TAYLOR COUNTY, FLORIDA.

BY: \_\_\_\_\_

Jody DeVane, Chair

ATTEST:

\_\_\_\_\_  
ANNIE MAE MURPHY, Clerk



## *Florida Department of Transportation*

RICK SCOTT  
GOVERNOR

1109 South Marion Avenue  
Lake City, FL 32025-2014

JIM BOXOLD  
SECRETARY

December 18, 2015

Mr. Kenneth Dudley, P.E., County Engineer  
Taylor County Engineering Department  
201 E. Green Street  
Perry, Florida 32347

**Subject: Small County Road Assistance Program  
Road reconstruction and resurfacing of CR 361 / Pinecrest Road  
From CR 361 / Johnson Stripling Road to CR 252 / North Ellison Road  
Financial Project ID: 432606-1-54-01**

Dear Mr. Dudley:

Enclosed for execution are three (3) copies of the Small County Road Assistance Program Agreement for the road reconstruction and resurfacing of CR 361 / Pinecrest Road from CR 361 / Johnson Stripling Road to CR 252 / North Ellison Road in Taylor County, Florida. This Agreement details the terms and conditions for construction of the subject improvements which Taylor County will undertake. Please do not date the Agreement as other approvals must be secured prior to establishing the execution date.

**In addition to executing the attached Agreement, a resolution must be adopted and a certified copy attached to each copy of the Agreement.**

Taylor County is responsible for bearing all expenses in excess of the amount the Department agrees to participate **(\$300,000.00.)** A final copy of the design plans must also be provided for our files.

Your assistance in securing execution is appreciated. 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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**SMALL COUNTY ROAD ASSISTANCE AGREEMENT**

Financial Project No.: 432606-1-54-01  
Catalog of State Financial Assistance No.: 55016

This Small County Road Assistance Agreement (this "Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT", and Taylor County, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY".

**W I T N E S S E T H**

WHEREAS, the DEPARTMENT has the authority, under Section 334.044(7), Florida Statutes, to enter into this Agreement; and

WHEREAS, the Small County Road Assistance Program has been created within the DEPARTMENT pursuant to Section 339.2816, Florida Statutes, to assist small counties in resurfacing or reconstructing county roads; and

WHEREAS, the COUNTY has certified to the DEPARTMENT that it has met the eligibility requirements of said Section 339.2816, Florida Statutes; and

WHEREAS, the DEPARTMENT is willing to provide the COUNTY with financial assistance, under FM No. **432606-1-54-01**, for costs directly related to the resurfacing or reconstruction of CR 361 / Pinecrest Road from CR 361 / Johnson Stripling Road to CR 252 / North Ellison Road, hereinafter referred to as the PROJECT; and

WHEREAS, the COUNTY by Resolution No. \_\_\_\_\_ dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, a copy of which is attached hereto and made a part hereof, has authorized the Chairman of its Board of Commissioners or County Manager to enter into this Agreement.

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

**1. SERVICES AND PERFORMANCE**

A. The COUNTY shall furnish the services with which to construct the PROJECT. Said PROJECT shall consist of the actions and services described in Exhibit B, attached hereto and made a part hereof. The scope of work shall clearly establish the tasks to be performed pursuant to Section 215.971, Florida Statutes.

B. The COUNTY agrees to undertake the construction of the PROJECT in accordance with all applicable federal, state and local laws, rules and regulations, including COUNTY's standards and specifications. The COUNTY shall be responsible for obtaining clearances/permits required for the construction of the PROJECT from the appropriate permitting authorities. Upon completion of the PROJECT, the COUNTY shall certify to the DEPARTMENT that the PROJECT has been completed in accordance with the COUNTY's standards and specifications.

C. The DEPARTMENT will be entitled at all times to be advised, upon request, as to the status of work being done by the COUNTY and of the details thereof. Coordination shall be maintained by the COUNTY with representatives of the DEPARTMENT.

D. The COUNTY must certify that the consultant has been selected in accordance with the Consultants' Competitive Negotiation Act (Section 287.055, Florida Statutes). Contractor must be prequalified by the DEPARTMENT pursuant to Section 337.14, Florida Statutes, and Rule Chapter 14-22, Florida Administrative Code for projects meeting the thresholds therein.

E. The COUNTY 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 COUNTY during the term of the contract; and 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.

F. The COUNTY shall not sublet, assign or transfer any work under this Agreement without the prior written consent of the DEPARTMENT.

G. The COUNTY shall require quantifiable units of deliverables pursuant to Section 215.971, Florida Statutes. Each deliverable must be directly related to the scope of work and must specify the required minimum level of service to be performed and the criteria for evaluating successful completion of each deliverable. Said deliverables are described in Exhibit C, attached hereto and made a part hereof.

H. Notices under this Agreement shall be in writing and shall be considered effective upon delivery by United States mail, facsimile, or overnight courier to the individuals listed below as follows:

**TO DEPARTMENT:**

Kim Evans, District Local Programs Administrator  
FDOT – District 2 Program Management  
1109 South Marion Avenue  
Lake City, Florida 32025-5874

**TO COUNTY:**

Kenneth Dudley, P.E.  
Taylor County Public Works  
201 E. Green Street  
Perry, Florida 32347

**2. TERM**

A. The COUNTY shall commence the PROJECT activities subsequent to the execution of this Agreement and shall be performed in accordance with the following schedule:

- i) Construction contract to be let on or before 12/31/2016.
- ii) Construction to be completed on or before 6/30/2018.

B. The COUNTY agrees to complete the PROJECT on or before 6/30/2018. If the COUNTY does not complete the PROJECT within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the COUNTY and granted in writing by the DEPARTMENT prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the PROJECT. The cost of any work performed after the expiration date of this Agreement will not be reimbursed by the DEPARTMENT.

C. This Agreement shall not be renewed. Any extension which shall be for no more than six (6) months shall be in writing and executed by both parties, and shall be subject to the same terms and conditions set forth in this Agreement.

**3. COMPENSATION AND PAYMENT**

A. The DEPARTMENT agrees to a maximum participation in the PROJECT [design, construction and construction engineering inspection services ("CEI")] in the amount of \$300,000.00.

B. The COUNTY shall submit one invoice (3 copies) plus supporting documentation required by the DEPARTMENT to the Project Manager, at the address stated in paragraph 1G, for approval and processing:

- ☒ monthly, or  
☐ once the PROJECT has been accepted by the COUNTY and approved by the DEPARTMENT.

C. In the event the COUNTY proceeds with the CEI of the PROJECT with its own forces, the COUNTY will only be reimbursed for direct costs (this excludes general and administrative overhead).

D. All costs charged to the PROJECT shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

E. The DEPARTMENT shall have the right to retain out of any payment due the COUNTY under this Agreement an amount sufficient to satisfy any amount due and owing to the DEPARTMENT by the COUNTY on any other Agreement between the COUNTY and the DEPARTMENT.

F. The COUNTY must submit the final invoice to the DEPARTMENT within 180 days after the final acceptance of the project.

G. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the DEPARTMENT'S Comptroller under Section 334.044 (29), Florida Statutes. Any provisions for an advance payment are provided in Exhibit N/A, attached hereto and made a part of this Agreement.

H. Deliverables must be received and accepted in writing by the Contract Manager prior to payments.

I. Any penalty for delay in payment shall be in accordance with Section 215.422(3)(b), Florida Statutes.

J. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

K. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the DEPARTMENT'S Travel Form No. 300-000-01 and will be paid in accordance with Section 112.061, Florida Statutes.

L. Participants providing goods and services to the DEPARTMENT should be aware of the following time frames. Upon receipt, the DEPARTMENT has 5 working days to inspect and approve the goods and services. 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.

M. If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), F.S., will be due and payable, in addition to the invoice amount, to the Participant. Interest penalties of less than one (1) dollar will not be enforced unless the Participant requests payment. Invoices that have to be returned to a Participant because of Participant 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.

N. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payments(s) from a state Agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

O. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the DEPARTMENT at all times during the period of this Agreement and for three years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred includes the COUNTY's general accounting records and the PROJECT records, together with supporting documents and records of the COUNTY and all subcontractors performing work on the PROJECT, and all other records of the COUNTY and subcontractors considered necessary by the DEPARTMENT for a proper audit of costs.

P. In the event this contract for services is in excess of \$25,000.00 and a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The DEPARTMENT [Department of Transportation], 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 one 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 \$25,000.00 and which have a term for a period of more than 1 year."

Q. The DEPARTMENT'S performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Florida Legislature.

R. 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 Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

S. 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.

#### **4. INDEMNITY AND INSURANCE**

A. The COUNTY agrees to include the following indemnification in all contracts with contractors/subcontractors, consultants/subconsultants, who perform work in connection with this Agreement:

"The contractor/consultant shall indemnify, defend, save and hold harmless the DEPARTMENT and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor, its officers, agents or employees."

B. LIABILITY INSURANCE. The COUNTY shall carry or cause its contractor/consultant to carry and keep in force during the period of this Agreement a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$100,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$100,000 each occurrence, for the services to be rendered in accordance with this Agreement. In addition to any other forms of insurance or bonds required under the terms of the agreement, when it includes construction within the limits of a railroad right-of-way, the COUNTY must provide or cause its contractor to provide insurance coverage in accordance with Section 7-13 of the DEPARTMENT's Standard Specifications for Road and Bridge Construction (2010), as amended.

C. WORKER'S COMPENSATION. The COUNTY shall also carry or cause its contractor/consultant to carry and keep in force Worker's Compensation insurance as required for the State of Florida under the Worker's Compensation Law.

#### **5. COMPLIANCE WITH LAWS**

A. The COUNTY shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the COUNTY in conjunction with this Agreement. Failure by the COUNTY to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the DEPARTMENT.

B. The COUNTY shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the performance of work under this Agreement.

C. No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch, or a state agency.

D. The COUNTY and the DEPARTMENT agree that the COUNTY, its employees, and subcontractors are not agents of the DEPARTMENT as a result of this Agreement for purposes other than those set out in Section 337.274, Florida Statutes.

## 6. COMPLIANCE WITH FLORIDA SINGLE AUDIT ACT

A. The administration of resources awarded through the DEPARTMENT to the COUNTY 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 state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The COUNTY shall comply with all audit and audit reporting requirements as specified below.

- i. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the COUNTY'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 COUNTY agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the DEPARTMENT. The COUNTY 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 the Auditor General.
- ii. The COUNTY 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 COUNTY meets the audit threshold requirements established by Section 215.97, Florida Statutes, the COUNTY 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 A** to this Agreement indicates state financial assistance awarded through the DEPARTMENT by this Agreement needed by the COUNTY to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the COUNTY 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 COUNTY 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 COUNTY does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the COUNTY is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the COUNTY must provide a single audit exemption statement to the DEPARTMENT at [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) no later

than nine months after the end of the COUNTY'S audit period for each applicable audit year. In the event the COUNTY 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 COUNTY'S resources (*i.e.*, the cost of such an audit must be paid from the COUNTY'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, FL 32399-0405  
Email: [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

And

State of Florida Auditor General  
Local Government Audits/342  
111 West Madison Street, Room 401  
Tallahassee, FL 32399-1450  
Email: [flaudgen\\_localgovt@aud.state.fl.us](mailto:flaudgen_localgovt@aud.state.fl.us)

- 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 COUNTY, 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 COUNTY in correspondence accompanying the reporting package.
- g. Upon receipt, and within six months, the DEPARTMENT will review the COUNTY'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 COUNTY 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 COUNTY shall permit the DEPARTMENT, or its designee, DFS or the Auditor General access to the COUNTY'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.
- iii. The COUNTY 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 the Auditor General access to such records upon request. The COUNTY shall ensure that the audit working papers are made available to the DEPARTMENT, or its designee, DFS or the 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.

## **7. TERMINATION AND DEFAULT**

A. This Agreement may be canceled by the DEPARTMENT in whole or in part at any time the interest of the DEPARTMENT requires such termination. The DEPARTMENT also reserves the right to seek termination or cancellation of this Agreement in the event the COUNTY shall be placed in either voluntary or involuntary bankruptcy. The DEPARTMENT further reserves the right to terminate or cancel this Agreement in the event an assignment be made for the benefit of creditors. This Agreement may be canceled by the COUNTY upon sixty (60) days written notice to the DEPARTMENT.

B. If the DEPARTMENT determines that the performance of the COUNTY is not satisfactory, the DEPARTMENT shall have the option of (a) immediately terminating the Agreement, or (b) notifying the COUNTY of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) take whatever action is deemed appropriate by the DEPARTMENT.

C. If the DEPARTMENT requires termination of the Agreement for reasons other than unsatisfactory performance of the COUNTY, the DEPARTMENT shall notify the COUNTY of such termination, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

D. If the Agreement is terminated before performance is completed, the COUNTY shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement.

## **8. MISCELLANEOUS**

A. 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.

B. The DEPARTMENT shall not be obligated or liable hereunder to any party other than the COUNTY.

C. In no event shall the making by the DEPARTMENT of any payment to the COUNTY 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 COUNTY, 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.

D. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

E. If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect provided that the part of this Agreement thus invalidated or declared unenforceable is not material to the intended operation of this Agreement.

F. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue of any judicial proceedings arising out of this Agreement shall be in Leon County, Florida.

G. This Agreement shall be effective upon execution by both parties and shall continue in effect and be binding on the parties until the PROJECT is completed and accepted and payment made by the DEPARTMENT.

H. 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.

*The remainder of this page intentionally left blank.*

IN WITNESS WHEREOF, the COUNTY has caused this Agreement to be executed on its behalf this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by the Chairman of the Board of Commissioners, authorized to enter into and execute same by Resolution Number \_\_\_\_\_ of the Board on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and the DEPARTMENT has executed this Agreement through its District Secretary for District Two, Florida Department of Transportation, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**TAYLOR COUNTY, FLORIDA**

ATTEST: \_\_\_\_\_ (SEAL)  
CLERK

BY: \_\_\_\_\_  
CHAIRMAN, BOARD OF  
COUNTY COMMISSIONERS

**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**

ATTEST: \_\_\_\_\_ (SEAL)  
EXECUTIVE SECRETARY

BY: \_\_\_\_\_  
DISTRICT SECRETARY  
DISTRICT TWO

District Construction/Maintenance  
Engineer Approval:

\_\_\_\_\_

Legal Review:

\_\_\_\_\_

Availability of Funds  
Approval:

\_\_\_\_\_  
(Date)

**EXHIBIT A**

**STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)**

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

**SUBJECT TO SECTION 215.97, FLORIDA STATUTES:**

**Awarding Agency:** Florida Department of Transportation  
**State Project Title:** SMALL COUNTY ROAD ASSISTANCE PROGRAM  
**CSFA Number:** 55.016  
**\*Award Amount:** \$300,000

\*The state award amount may change with supplemental agreements

Specific project information for CSFA Number 55.016 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:**

State Project Compliance Requirements for CSFA Number 55.016 are provided at:  
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

## **EXHIBIT B**

### **SCOPE OF SERVICES AND DELIVERABLES**

The project consists of the Design, Construction and Construction Engineering Inspection for the resurfacing of CR 361 / Pinecrest Road from CR 361 / Johnson Stripling Road to CR 252 / North Ellison Road

- Development of design plans
- Bid and award
- Construction
- Construction Engineering and Inspection

#### **AGENCY RESPONSIBILITIES:**

The Agency is required to provide a copy of the design plans for the Department's file. The Agency is required to send an Engineer's Estimate and scope of services. The Agency is required to send an email verifying that the consultant was obtained following the CCNA. The Agency is required to send a preliminary schedule from the selected contractor, once available.

If Right-of-Way activities become apparent, begin coordination with the Department at once. The Department's maximum participation is not to exceed **\$300,000.00**

Prior to the execution of this Agreement, a project schedule of funding shall be prepared by the Agency and approved by the Department. The Agency shall maintain said schedule of funding, carry out the project, and shall incur obligations against and make disbursements of project funds only in conformity with the latest approved schedule of funding for the project. The schedule of funding may be revised by execution of a Supplemental Agreement between the Department and Agency. The Agency acknowledges and agrees that funding for this project may be reduced upon determination of the award amount and execution of the Supplemental Agreement.



## EXHIBIT C SCHEDULE OF FUNDING

The Honorable Patricia Patterson, Chair Taylor County Board of County Commissioners 201 E. Green Street Post Office Box 620 Perry, FL 32348	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  <b>SMALL COUNTY ROAD ASSISTANCE PROGRAM (SCRAP)</b>	Financial Project ID: <b>432606-1-54-01</b>
		Contract Number:

### PROJECT DESCRIPTION

Name: CR 361 / Pinecrest Road

Termini: from CR 361 / Johnson Stripling Road to CR 252 / North Ellison Road

Description of Work: resurfacing and reconstruction

TYPE OF WORK By Fiscal Year	(1) TOTAL PROJECT ESTIMATE FUNDS (100%)	(2) AGENCY FUNDS (0%)	(3) STATE & FEDERAL FUNDS (100%)
<b>Design</b> <u>2008-2009</u> <u>2009-2010</u> <u>2010-2011</u>  Total Design Cost	    	    	    
<b>Right of Way</b> <u>2008-2009</u> <u>2009-2010</u> <u>2010-2011</u>  Total Right of Way Cost	    	    	    
<b>Construction</b> <u>2012-2013</u> <u>2013-2014</u> <u>2014-2015</u> <u>2015-2016</u> <u>2016-2017</u>  Total Construction Costs	   <u>\$ 300,000.00</u>  <u>\$ 300,000.00</u>	     	   <u>\$ 300,000.00</u>  <u>\$ 300,000.00</u>
<b>Construction Engineering and Inspection</b> <u>2013-2014</u> <u>2014-2015</u> <u>2015-2016</u> <u>2016-2017</u>  Total Construction Costs	    	    	    
<b>Total Cost of Project</b>	<u>\$ 300,000.00</u>		<u>\$ 300,000.00</u>

The Department's fiscal year begins on July 1. The Department will notify the Agency, in writing, when funds are available.

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

**County Commission Agenda Item**

**SUBJECT/TITLE:**



COMMISSIONERS TO RECEIVE AND APPROVE FDOT CONSTRUCTION & MAINTENANCE AGREEMENT TO REPLACE CR 14A ECONFINA RIVER BRIDGE NO. 384006 AND FURTHER APPROVE ASSOCIATED DETOUR

**MEETING DATE REQUESTED:**

January 4, 2015

**Statement of Issue:** The Florida Department of Transportation (FDOT) is proposing to replace CR 14A Econfina River Bridge No. 384006 under the terms and conditions of a Construction & Maintenance Agreement using Federal funds. This 1984 vintage bridge is currently rated structurally deficient necessitating its replacement.

**Recommended Action:** Staff recommends that the Commission approve the Construction & Maintenance Agreement including adopting a Resolution authorizing the Commission Chair to execute the agreement on behalf of the Commission and further approving the proposed associated Detour. Staff also recommends adopting a resolution to endorse FDOT's federally funded delivery of the project.

**Fiscal Impact:** FISCAL YR 2016/19 - N/A

**Budgeted Expense:** NO

**Submitted By:** ENGINEERING DIVISION

**Contact:** COUNTY ENGINEER

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:**

On May 5, 2014, the Board of County Commissioners received an update from Jordan Green identifying the projects being facilitated by the FDOT work program in Taylor County. The CR 14A Econfina River Bridge No. 384006 known locally as the Donaldson Bridge was one such project identified by Mr. Green. This project will work to replace the existing 31 year old 90 ft concrete/timber bridge with a new structure meeting current traffic and load rating requirements.

Part of the intended construction process includes a 5.6 mile detour to route traffic out to CR 14 Alton Wentworth Rd and then back to CR 14A. See attached Map. FDOT is requesting the Board specifically approve the proposed Detour and note such by having the Chairperson forward an approval letter.

The proposed Construction & Maintenance Agreement offers to have FDOT fund, design, manage, and construct the bridge replacement at no expense to Taylor County. Therefore, Staff recommends that the Commission approve the Construction & Maintenance Agreement including adopting a Resolution authorizing the Commission Chair to execute the agreement on behalf of the Commission.

With this Construction Agreement, the FDOT will deliver the Bridge Replacement for Taylor County using Federal funds. This necessitates the Board also adopting a Resolution stating that although Taylor County is Local Agency Program (LAP) certified, FDOT can deliver the County

project with greater efficiency, timing and savings. The alternative to this project delivery path is for Taylor County to self-administer the project.

**Options:**

- 1) Accept and approve the Construction & Maintenance Agreement and pass a Resolution authorizing its execution by the Chairperson.
- 2) Deny the proposed Agreement and state reasons for such denial.
- 3) Accept and approve the proposed Detour and forward letter indicating such approval.
- 4) Deny the proposed Detour and state reasons for such denial.
- 5) Accept and approve a Resolution authorizing FDOT's delivery of the federally funded project.
- 6) Deny the proposed Resolution and self-administer the project.

**Attachments:**

FDOT Federal Fund Resolution Request Letter  
Authorizing Signature and FDOT Delivery Resolution  
Proposed Detour  
Detour Approval Letter  
Construction & Maintenance Agreement



## Florida Department of Transportation

RICK SCOTT  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

JIM BOXOLD  
SECRETARY

December 11<sup>th</sup>, 2015

Kenneth Dudley, P.E.  
Taylor County Engineer  
201 East Green Street  
Perry, FL 32347

**Subject: Request For Adoption of Resolution Endorsing the Department's Delivery of: Bridge Replacements at: County Road (CR) 361/Cypress Creek Bridge (No: 380038) 212844-3-52-01, CR 361/Fish Creek Bridge (NO380068) 415248-1-52-01 and CR 14A/ Ecofina Bridge (NO384006) 428573-1-52-01.**

Dear Mr. Dudley

The Department is scheduled to deliver the subject federally funded project on behalf of Taylor County. Pursuant to Program Management Bulletin 15-03 (which is attached hereto), Taylor County's governing body is required to adopt a resolution endorsing the Department's delivery of a particular project prior to the Department's delivery of said project.

The resolution shall include one of the below listed reasons identifying the basis for the Department's delivery of the project.

- Your Agency is neither certified as a Local Agency Program ("LAP") Agency, nor does your Agency desire to become LAP certified due to lack of staffing and/or other resource limitations.
- OR -
- Although LAP certified, your Agency requests that the Department delivers the subject project because doing so allows for greater efficiency, innovation, cost, or time savings or other reasons that allow for optimal project delivery.

It should be noted that the Department and your Agency will execute a separate maintenance agreement for the subject project at a later date. Additionally, your Agency shall be responsible for any costs associated with the project that are deemed ineligible for federal funding (as identified by the Department).

Please contact project managers Melisa Morgan and Renee Brinkley at 386-961-4781 and 386-961-7392 respectively, if you have any questions regarding the Department's delivery of the projects, the required resolution, or in the event your Agency would like to deliver the projects.

Sincerely,

Greg Evans  
District Two Secretary

GE: rp

cc: Katrina Sadler, District Program Services Manager  
David Cerlanek, Program Administration Engineer  
Kimberly Evans, District Local Programs Administrator  
Melisa Morgan, Consultant Project Manager  
Renee Brinkley, Consultant Project Manager

***Florida Department of Transportation***

**RICK SCOTT  
GOVERNOR**

605 Suwannee Street  
Tallahassee, FL 32399-0450

**JIM BOXOLD  
SECRETARY**

**PROGRAM MANAGEMENT BULLETIN 15-03**

**DATE:** September 21, 2015

**TO:** District Directors of Transportation Operations, District Directors of Transportation Development, District Program Management Administrators, District ISD Managers, District Government Liaison Administrators, District Local Program Administrators

**FROM:** Trey Tillander, P.E., Manager, Program Management Office

*Trey Tillander*

**COPIES:** Brian Blanchard, Tom Byron, Jim Wood, Tim Lattner, David Sadler, Mark Wilson, Lisa Saliba, Kendra Sheffield, Carmen Monroy, Sean Santalla, Nicholas Finch (FHWA), Chad Thompson (FHWA),

**SUBJECT:** Local Agency Program- Off-System Project Delivery

**REQUIREMENTS**

The Local Agency Program (LAP) is the Department's primary delivery mechanism for off-system projects included in the Five-Year Adopted Work Program, as opposed to the Florida Department of Transportation (the Department) administering the off-system project. Off-system projects are defined as projects not located on the State Highway System.

A local agency governing board(s) must approve a resolution or equivalent approval (hereinafter collectively referred to as the "resolution") endorsing the Department's delivery of the project when:

- the prioritized project falls in the jurisdiction of a local agency unable to deliver the project, or
- the prioritized project is to be delivered by the Department for efficiency, innovation, cost or time savings, or other reasons that may optimize project delivery.

Resolutions endorse the Department's delivery of the project within the local agency's right of way/local jurisdiction. Multi-jurisdictional projects must be endorsed by each affected agency. Endorsed resolutions shall describe the project using the identification information as provided by the local agency in the project application or as identified in the Department's Adopted Work Program.

Resolutions shall be obtained from the local agency no later than October 1 of the prior fiscal year in which the project is programmed for delivery. Projects added in current year shall be endorsed as soon as possible, but no later than 60 days prior to the Department letting of the contract.

Local agencies that are not able to endorse the Department's delivery of the off-system project via resolution will be required to administer the project(s). Local agency project administration and delivery of Federal-Aid Highway Program (FAHP) projects is limited to LAP. Local agencies must be certified per the *LAP Manual (Topic No. 525-010-300) Chapter 2* and meet all requirements as identified therein.

### **COMMENTARY**

Each agency is responsible for the resolution language, format, and related details as dictated by that agency's governing processes. Resolutions do not replace Off-System Maintenance Agreements, as required by *Chapter 7* of the *Construction Project Administration Manual (Topic No. 700-000-000)*. In addition, any financial provisions or terms between the Department and the local agency will continue to be incorporated into the appropriate Department Funded Agreement template. This guidance is exclusive to Federal-Aid Highway Program projects and is not currently applicable to local projects delivered under special state funded programs, such as the Small County Outreach Program.

### **BACKGROUND**

Due to the nature of both the Local Agency and Department transportation project planning, prioritization and programming processes, off-system projects may be programmed for Department delivery without all vested parties endorsement. The Department Project Manager for the off-system project will coordinate with local agency staff to obtain resolutions per the timeline requirements.

### **IMPLEMENTATION**

The requirements identified herein are effective for July 2016 lettings. The *LAP Manual (Topic No. 525-010-300)* will be updated accordingly.

**CONTACT**

Please direct questions or comments to:

Lorraine Moyle  
State Local Program Administrator  
Florida Department of Transportation  
Phone (850)-414-4383  
[lorraine.moyle@dot.state.fl.us](mailto:lorraine.moyle@dot.state.fl.us)

TT/lmm

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA, WHICH AUTHORIZES THE CHAIRPERSON TO EXECUTE A CONSTRUCTION AND MAINTENANCE AGREEMENT TO REPLACE CR 14 ECONFINA RIVER BRIDGE NO. 384006.**

**WHEREAS,** The Board of County Commissioners of Taylor County, Florida have been informed that a Resolution is necessary to authorize the Chairperson to execute the Construction & Maintenance Agreement to replace CR 14 Econfina River Bridge No. 384006, and

**WHEREAS,** the said above mentioned Agreement will allow the Florida Department of Transportation (FDOT) to replace CR 14 Econfina River Bridge No. 384006, and

**WHEREAS,** the FDOT will use Federal funds to replace CR 14 Econfina River Bridge No. 384006, and

**WHEREAS,** said above mentioned Agreement will require no financial, project oversight or administrative obligations on Taylor County, and

**WHEREAS,** the Board has determined that it is in the best interest of Taylor County to execute said above mentioned Agreement; and further, that FDOT's delivery of the project is a preferred method over self-administration, and

**WHEREAS,** the Board as a Local Agency believes that the FDOT can deliver the CR 14 Econfina River Bridge No. 384006 Replacement with greater efficiency, timing and savings than self-administration.

**THEREFORE, BE IT RESOLVED** that the Board of County Commissioners of Taylor County, Florida, hereby authorize the Chairperson to enter into the CR 14 Econfina River Bridge No. 384006 Replacement Construction & Maintenance Agreement with FDOT.



**PASSED AND ADOPTED** in regular session this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

BOARD OF COUNTY COMMISSIONERS  
TAYLOR COUNTY, FLORIDA.

BY: \_\_\_\_\_  
JODY DEVANE, Chairperson

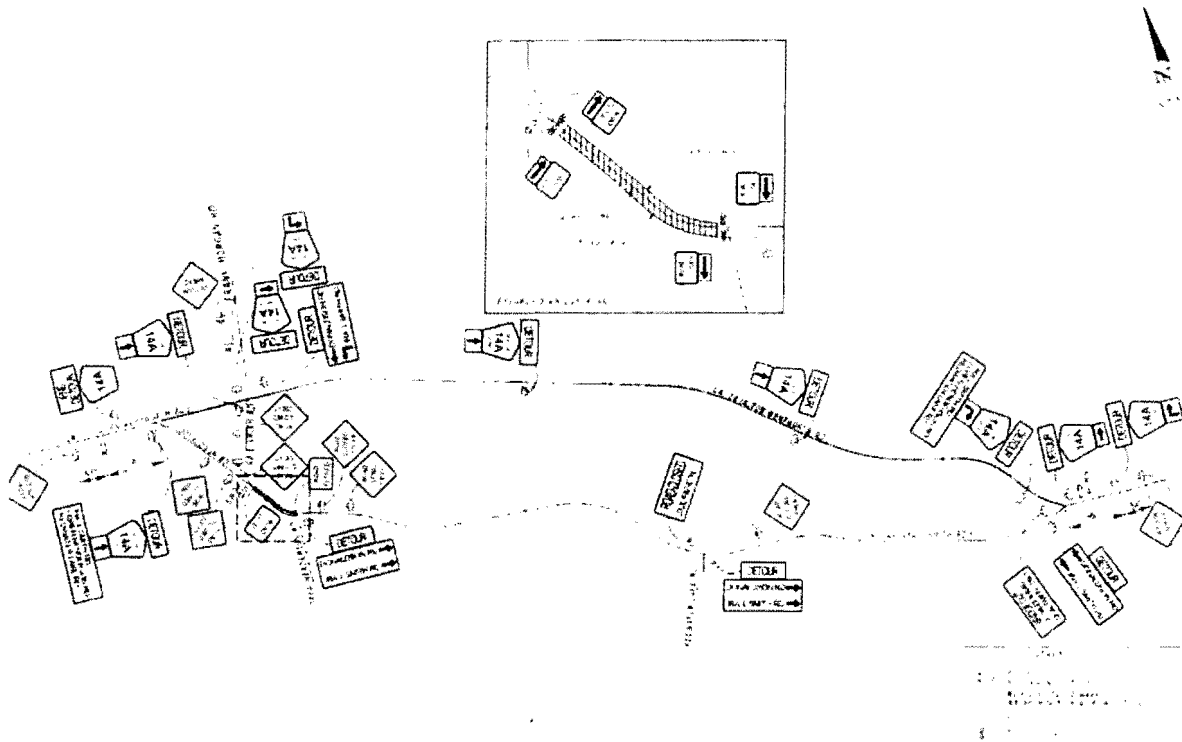
ATTEST:

\_\_\_\_\_  
ANNIE MAE MURPHY, Clerk

## EXHIBIT "B"

### (PROPERTY DESCRIPTION)

Detour route during construction of the bridge replacement





## TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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

DUSTIN M. HINKEL, County Administrator  
201 East Green Street  
Perry, Florida 32347  
(850) 838-3500, extension 7 Phone  
(850) 838-3501 Fax

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

January 4, 2016

Florida Department of Transportation, District Two  
Attn: Craig A. Teal P.E.  
1109 South Marion Avenue, MS 2002  
Lake City, FL 32025-5874

RE: CR 14A Econfin River Bridge (No. 384006) Replacement Detour  
FINID: 482573-1-52-01

Dear Mr. Teal:

This letter is to inform the Florida Department of Transportation that on January 4, 2016, the Taylor County Board of County Commissioners voted to approve the proposed CR 14A Econfin River Bridge (No. 384006) Replacement Construction & Maintenance Agreement and associated Detour as depicted on the Attached map.

Please forward any questions or comments concerning this matter to our County Engineer, Kenneth Dudley. Mr. Dudley can be reached at 850.838.3055 ext. 4 or by email at [county.engineer@taylorcountygov.com](mailto:county.engineer@taylorcountygov.com).

Sincerely,

Jody DeVane, Chairperson  
Taylor County Board of County Commissioners

cc: Dustin Hinkel, County Administrator  
Kenneth Dudley, County Engineer

## **CONSTRUCTION & MAINTENANCE AGREEMENT**

**THIS CONSTRUCTION & MAINTENANCE AGREEMENT** ("Agreement") is made and entered into by and between the State of Florida Department of Transportation ("Department") and Taylor County, Florida ("Agency").

### **-RECITALS-**

1. The term "Property" shall refer to certain real property located in Taylor County, Florida, owned by the Agency and more particularly described as County Road 14A, including bridge number 384006 also known as the Econfina River Bridge (the "Bridge"), beginning at Mile Post 0.308 and extending through Mile Post 0.478 as shown in attached **Exhibit "A"**; and
2. The term "Improvement" means and shall refer to the replacement of the Bridge; and
3. In order to perform the Bridge replacement, it will be necessary for the Department to temporarily close access to the bridge and re-route vehicular traffic ("Detour Property") throughout the duration of the construction of the Improvement, as more particularly shown in **Exhibit "B"**; and
4. The Department shall fund construction of the Improvement, which is wholly contingent upon appropriation of funds to the Department; and
5. The Department shall construct the Improvement on the Property; and
6. A date for the commencement of construction of the Improvement has not been established; and
7. For purposes of this Agreement, the definition of Improvement shall include and incorporate the term Detour Property, as defined in Recital 3 above; and
8. During the period of construction of the Improvement, the Department shall be responsible for the operation, maintenance and repair of the Detour Property; and
9. Prior to commencement of any construction by the Department, the Agency shall ensure that the Property is free and clear of any and all encroachments, including the identification and resolution of any utility conflicts; and
10. Upon completion of the construction, the Agency shall own, operate, maintain and repair the Improvement at its sole cost and expense; and
11. By Resolution \_\_\_\_\_ dated \_\_\_\_\_, the Agency authorized its representative to execute and enter this Agreement on behalf of the Agency, see **Exhibit "C"**.

**NOW THEREFORE**, with full knowledge and understanding of the laws governing the subject matter of this Agreement, and in consideration of the above recitals and the mutual covenants and conditions contained in this Agreement, the parties, intending to be legally bound, acknowledge and agree as follows:

### **1. RECITALS AND EXHIBITS**

The above recitals and attached Exhibits are specifically incorporated by reference and made part of this Agreement.

### **2. EFFECTIVE DATE**

The effective date of this Agreement shall be the date the last of the parties to be charged executes the Agreement.

### **3. ACCESS**

This Agreement authorizes the Department to access the Property and the Detour Property for the limited purpose of performing this Agreement.

### **4. TERM**

The initial term of this Agreement shall be for a period of one (1) year, commencing on the Effective Date and concluding on the anniversary of the Effective Date. This Agreement shall automatically renew for successive and continuing like one (1) year terms unless terminated by the Department in writing.

#### **5. E-VERIFY**

The Agency (A) 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 Agency during the term of the contract; and (B) 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.

#### **6. COMPLIANCE**

The Agency shall perform the Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards, specifications and permits, as the same may be constituted and amended from time to time, including, without limitation, those of the Department, Water Management District with requisite jurisdiction, Florida Department of Environmental Protection, Environmental Protection Agency, Army Corps of Engineers, United States Coast Guard and local governmental entities ("Governmental Law").

#### **7. PERMITS**

In the performance of the Agreement the Agency may be required to obtain one or more Department permits which may include copies of the Agreement as an exhibit. Notwithstanding the inclusion or incorporation of the Agreement as part of any such Department permits, the Agreement shall remain separate and apart from such permits and shall not be merged into the same absent the prior written express consent of the Department. Should any term or provision of the Agreement conflict with any term, provision or requirement of any Department permit, the terms and provisions of the Agreement shall control unless specifically noted otherwise in any such Department permit. For purposes of this Agreement, the term "permit" shall also include the Department's Construction Agreement which may be required for permanent improvements installed within the Department's right-of-way.

#### **8. PROJECT MANAGEMENT**

A. The Department shall manage the design and construction of the Improvement and perform such activities as the Department deems necessary and appropriate to complete the construction of the Improvement, including, without limitation, seeking and obtaining approval and participation by one or more federal agencies, design of the Improvement, acquisition of right-of-way, construction of the improvement, and any other activities to facilitate satisfactory completion of the Improvement. The Department shall commence construction of the Improvement at its convenience after the appropriation of sufficient funds.

B. The Department shall manage the performance, operation, maintenance, and repair of the Detour Property during the construction period.

B. Prior to commencement of construction and at their sole cost and expense, the Agency shall ensure that the Property is free and clear of any and all encroachments that may impede or in any way interfere with the Department's construction of the Improvement.

#### **9. OPERATION, MAINTENANCE & REPAIR**

A. Upon completion of the construction, the Agency shall operate, maintain, and repair the Improvement and resume operation, maintenance, and repair of the Detour Property, at its sole cost and expense, in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement including applicable Governmental Law.

B. The Agency agrees that it will be solely responsible for the operation, maintenance, and repair of the Improvement. Should the Agency fail to operate, maintain, and repair the Improvement in accordance with the terms and provisions of this Agreement and applicable Governmental Law, and the Department be required to perform such operation, maintenance, or repair pursuant to the *Inspection of Federal-Aid Projects Under Local Jurisdiction, Topic No. 850-065-001*, under the authority of *Title 23, Section 116, U.S. Code*, the Agency agrees that it shall be fully responsible to the Department for repayment of any funds expended by the Department for

the operation, maintenance, or repair of the Improvement. The Department shall invoice the Agency for any operation, maintenance, or repair expenses charged to the Department, and the Agency shall pay such invoices in accordance with the Payment section of this Agreement. Nothing in this Agreement shall relieve the Agency of its financial obligations to the Department should this occur.

C. The Agency further agrees to allow the Department access to the Property and the Improvement pursuant to Paragraph 3 above should the events described in Paragraph B occur.

#### **10. WARRANTIES**

After completion of construction of the Improvement and upon the Agency's written request, the Department shall transfer all transferable warranties concerning construction of the Improvement to the Agency. The assignment shall be evidenced by a separate written agreement signed by the parties and shall be subject to applicable Governmental Law and the construction agreement entered between the Department and its contractor.

#### **11. EMINENT DOMAIN AND DAMAGES**

Under no circumstances shall the Department's exercise of any right provided in this Agreement create any right, title, interest or estate entitling the Agency to full and just compensation from the Department either through inverse condemnation or eminent domain laws or any similar laws regarding the taking of property for public purposes. The Agency forever waives and relinquishes all legal rights and monetary claims which it has, or which may arise in the future, for compensation or damages, including, without limitation, special damages, severance damages, removal costs, and loss of business profits resulting in any manner from the Department's exercise of any right provided in this Agreement. This waiver and relinquishment specifically includes all damages flowing from adjacent properties owned, leased or otherwise controlled by the Agency, as a result of the Department's exercise of any right provided in this Agreement.

#### **12. PAYMENT**

All Department invoices submitted for payment pursuant to the terms and provisions of this Agreement are due and payable within thirty (30) days of the date of the invoice ("Due Date"). Any portion of an invoice not received by the Department by the Due Date shall immediately thereafter begin accruing interest at a rate of interest established pursuant to §55.03, Florida Statutes, until paid in full (past due principal and accrued interest shall be collectively referred to as "Past Due Sums").

#### **13. INDEMNIFICATION**

A. The Agency shall promptly defend, indemnify, hold the Department harmless from and pay all demands, claims, judgments, liabilities, damages, fines, fees, taxes, assessments, costs, losses, penalties, construction delay costs / penalties, expenses, attorneys' fees and suits of any nature or kind whatsoever caused by, arising out of or related to the Agency's performance, or breach, of this Agreement ("Liabilities"). The term "Liabilities" shall also specifically include all civil and criminal environmental liability arising, directly or indirectly under any Governmental Law, including, without limitation, liability under the Resource Conservation and Recovery Act ("RCRA"), the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), the Clean Air Act ("CAA") and the Clean Water Act ("CWA"). The Agency's duty to defend, indemnify and hold the Department harmless specifically does not encompass indemnifying the Department for its negligence, intentional or wrongful acts, omissions or breach of contract.

B. The Agency shall notify the Department in writing immediately upon becoming aware of any Liabilities. The Agency's obligation to defend, indemnify and hold the Department harmless from any Liabilities, or at the Department's option to participate and associate with the Department in the defense and trial of any Liabilities, including any related settlement negotiations, shall be triggered by the Department's written notice of claim for indemnification to the Agency. The Agency's inability to evaluate liability, or its evaluation of liability, shall not excuse performance of the provisions of this paragraph.

#### **14. SOVEREIGN IMMUNITY & LIMITATION OF LIABILITY**

Nothing in this Agreement shall be deemed or otherwise interpreted as waiving either party's sovereign immunity protections, or as increasing the limits of liability set forth in §768.28, Florida Statutes, as the same may be amended from time to time. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the Department's limits of liability set forth in sections 376.305 and 337.27(4), Fla. Stat. (2015).

#### **15. NOTICE**

All notices, communications and determinations between the parties hereto and those required by the Agreement, including, without limitation, changes to the notification addresses set forth below, shall be in writing and shall be sufficient if mailed by regular United States Mail, postage prepaid, to the parties at the following addresses:

Department: Florida Department of Transportation  
Attention: Janet Jones, P.E.  
Perry Maintenance  
657 Plantation Road  
Perry, Florida 32347  
850-838-5808

Agency: Taylor County Engineer  
Attention: Kenneth Dudley, P.E.  
201 E. Green Street  
Perry, Florida 32347

#### **16. GOVERNING LAW**

This Agreement shall be governed in all respect by the laws of the State of Florida.

#### **17. INITIAL DETERMINATION OF DISPUTES**

The Department's District Two Secretary ("District Secretary") shall act as the initial arbiter of all questions, difficulties, and disputes concerning the interpretation, validity, performance or breach of the Agreement.

#### **18. VENUE AND JURISDICTION**

A. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of the Agreement that are not resolved to the mutual satisfaction of the parties by the Department's District Secretary shall lie exclusively in a state court of appropriate jurisdiction in Leon County, Florida.

B. The Agency and all persons and entities accepting an assignment of this Agreement, in whole or in part, shall be deemed as having consented to personal jurisdiction in the State of Florida and as having forever waived and relinquished all personal jurisdiction defenses with respect to any proceeding related to the interpretation, validity, performance or breach of this Agreement.

#### **19. JURY TRIAL**

The parties hereby waive the right to trial by jury of any dispute concerning the interpretation, validity, performance or breach of the Agreement, including, without limitation, damages allegedly flowing therefrom.

#### **20. ASSIGNMENT**

The Agency shall not assign, pledge or transfer any of the rights, duties and obligations provided in this Agreement without the prior written consent of the Department's District Secretary or his/her designee. The Department has the sole discretion and authority to grant or deny proposed assignments of this Agreement, with or without cause. Nothing herein shall prevent the Agency from delegating its duties hereunder, but such delegation shall not release the Agency from its obligation to perform the Agreement.

#### **21. THIRD PARTY BENEFICIARIES**

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations or remedies upon any other person or entity except as expressly provided for herein.

#### **22. VOLUNTARY EXECUTION OF AGREEMENT**

Each party warrants and represents to the other: (i) that it understands all of the rights and obligations set forth in the Agreement and the Agreement accurately reflects the desires of said party; (ii) each provision of the Agreement has been negotiated fairly at arm's length; (iii) it fully understands the advantages and disadvantages of the Agreement and executes the Agreement freely and voluntarily of its own accord and not as a result of any duress, coercion, or undue influence; and (iv) it had the opportunity to have independent legal advice by counsel of its own choosing in the negotiation and execution of the Agreement.

#### **23. ENTIRE AGREEMENT**

This instrument, together with any exhibits and documents made part hereof by reference, contains the entire agreement of the parties and no representations or promises have been made except those that are specifically set out in the Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements and representations, covenants, and warranties with respect to the subject matter of the Agreement, and any part hereof, are waived, merged herein and superseded hereby.

#### **24. EXECUTION OF DOCUMENTS**

The parties agree that they shall promptly execute and deliver to the other all documents necessary to accomplish the intent and purpose of the Agreement and shall do all other acts to effectuate the Agreement.

#### **25. SUFFICIENCY OF CONSIDERATION**

By their signature below, the parties hereby acknowledge the receipt, adequacy and sufficiency of consideration provided in the Agreement and forever waive the right to object to or otherwise challenge the same.

#### **26. WAIVER**

The failure of either party to insist on the strict performance or compliance with any term or provision of the Agreement on one or more occasions shall not constitute a waiver or relinquishment thereof and all such terms and provisions shall remain in full force and effect unless waived or relinquished in writing.

#### **27. INTERPRETATION**

No term or provision of the Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

#### **28. CAPTIONS**

Paragraph title or captions contained herein are inserted as a matter of convenience and reference and in no way define, limit, extend or describe the scope of the Agreement, or any provision hereof.

#### **29. SEVERANCE**

If any section, paragraph, clause or provision of the Agreement is adjudged by a court, agency or authority of competent jurisdiction to be invalid, illegal or otherwise unenforceable, all remaining parts of the Agreement shall remain in full force and effect and the parties shall be bound thereby so long as principle purposes of the Agreement remain enforceable.

#### **30. COMPUTATION OF TIME**

In computing any period of time prescribed in the Agreement, the day of the act, event or default from which the designated period of time begins to run, shall not be included. The last day of the period shall be included unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday or legal holiday.

#### **31. MODIFICATION OF AGREEMENT**

A modification or waiver of any of the provisions of the Agreement shall be effective only if made in writing and executed with the same formality as the Agreement.

#### **32. ANNUAL APPROPRIATION / FUNDING**

Pursuant to §339.135(6)(a), Florida Statutes, the Department's obligation to fund construction of the Improvement is contingent upon annual appropriation by the Florida Legislature. This Agreement may be terminated by the Department without liability to the Agency if sufficient funds are not appropriated to the Department. The provisions of §339.135(6)(a), Florida Statutes, are set forth herein verbatim and made part of this Agreement, to wit:

"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



Financial Project Id. No. 428573-1-52-01  
Federal Id. No. (if applicable)  
Project Description Bridge Replacement over the CR 14A Econfina River Bridge #384006  
Includes a temporary detour route during construction on CR 14A from Donaldson Road to Ira L. Smith Road  
Off System Department Construct Agency Maintain

be incorporated verbatim in all contracts of the department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

**IN WITNESS WHEREOF**, intending to be legally bound hereby, the parties execute this Agreement, consisting of nine (9) pages.

**Florida Department of Transportation**

**Attest:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Legal Review:**

By: \_\_\_\_\_  
Office of the General Counsel  
Florida Department of Transportation

**Taylor County**

**Attest:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

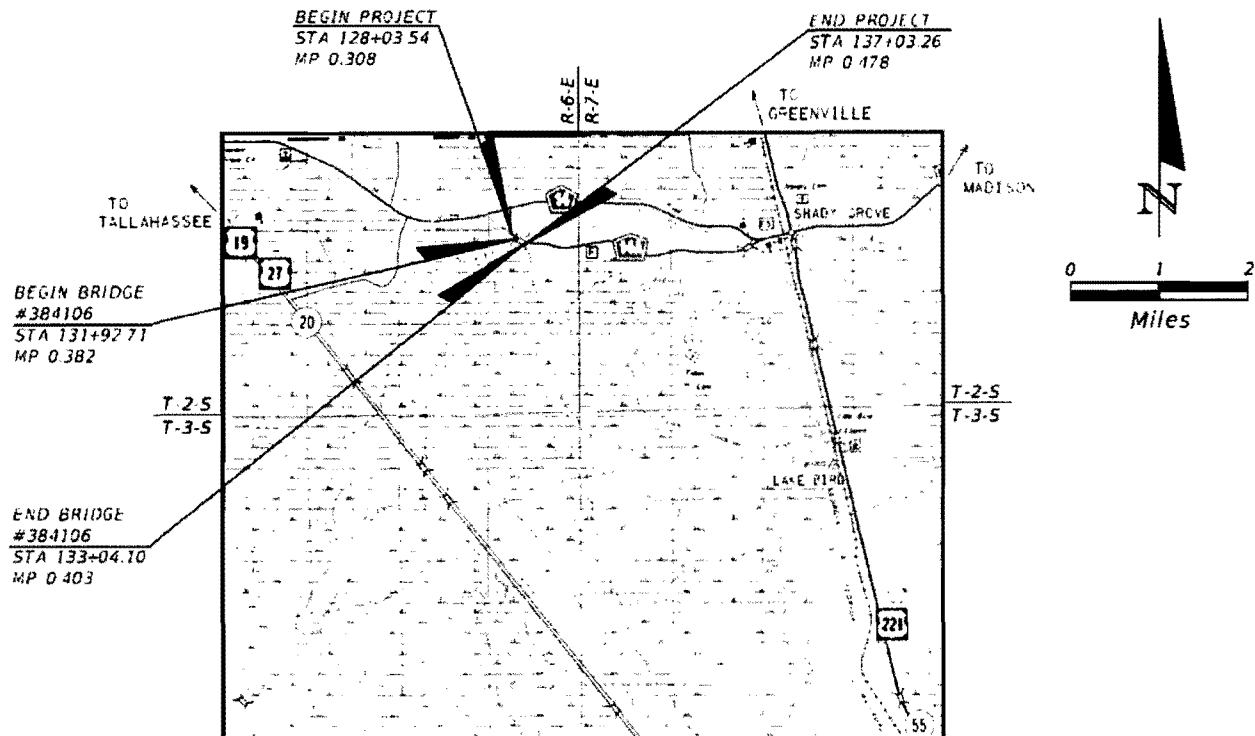
Date: \_\_\_\_\_

**Legal Review:**

By: \_\_\_\_\_  
Legal Counsel for Agency

**EXHIBIT "A"****(PROPERTY DESCRIPTION)**

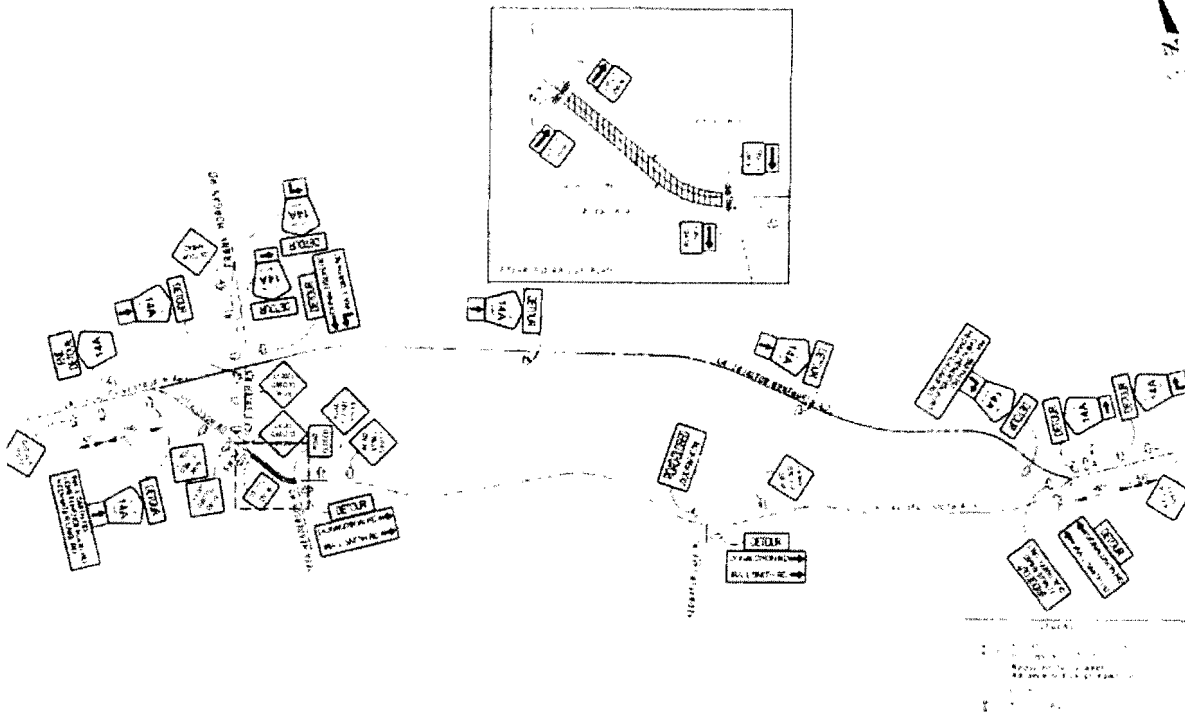
Improvements include the bridge replacement over the CR 14A Econfina River Bridge #384006 also including a temporary detour route on CR 14A from Donaldson Road to Ira L. Smith Road during construction of the bridge replacement



## EXHIBIT "B"

### (PROPERTY DESCRIPTION)

Detour route during construction of the bridge replacement



Financial Project Id. No. 428573-1-52-01

Federal Id. No. (if applicable)

Project Description Bridge Replacement over the CR 14A Econfina River Bridge #384006

Includes a temporary detour route during construction on CR 14A from Donaldson Road to Ira L. Smith Road

Off System Department Construct Agency Maintain

**EXHIBIT "C"**

(RESOLUTION)

# TAYLOR COUNTY BOARD OF COMMISSIONERS

13

## County Commission Agenda Item

### SUBJECT/TITLE:



COMMISSIONERS TO RECEIVE AND APPROVE FDOT CONSTRUCTION & MAINTENANCE AGREEMENT TO REPLACE CR 361 CYPRESS CREEK BRIDGE NO. 380038

### MEETING DATE REQUESTED:

January 4, 2015

**Statement of Issue:** The Florida Department of Transportation (FDOT) is proposing to replace CR 361 Cypress Creek Bridge No. 380038 under the terms and conditions of a Construction & Maintenance Agreement using Federal funds. This 1940 vintage bridge is currently rated structurally deficient necessitating its replacement.

**Recommended Action:** Staff recommends that the Commission approve the Construction & Maintenance Agreement including adopting a Resolution authorizing the Commission Chair to execute the agreement on behalf of the Commission. Staff further recommends adopting a resolution to endorse FDOT's federally funded delivery of the project.

**Fiscal Impact:** FISCAL YR 2016/19 - N/A

**Budgeted Expense:** NO

**Submitted By:** ENGINEERING DIVISION

**Contact:** COUNTY ENGINEER

## SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

### History, Facts & Issues:

On May 5, 2014, the Board of County Commissioners received an update from Jordan Green identifying the projects being facilitated by the FDOT work program in Taylor County. The CR 361 Bridge over Cypress Creek just south of Dead Man's Curve on the Beach Road (CR 361) was one such project identified by Mr. Green. This project will work to replace the existing 75 year old 60 ft concrete bridge (No. 380038) with a new structure meeting current traffic and load rating requirements.

The proposed Construction & Maintenance Agreement offers to have FDOT fund, design, manage, and construct the bridge replacement at no expense to Taylor County. Therefore, Staff recommends that the Commission approve the Construction & Maintenance Agreement including adopting a Resolution authorizing the Commission Chair to execute the agreement on behalf of the Commission.

With this Construction Agreement, the FDOT will deliver the Bridge Replacement for Taylor County using Federal funds. This necessitates the Board also adopting a Resolution stating that although Taylor County is Local Agency Program (LAP) certified, FDOT can deliver the County project with greater efficiency, timing and savings. The alternative to this project delivery path is for Taylor County to self-administer the project.

**Options:**

- 1) Accept and approve the Construction & Maintenance Agreement and pass a Resolution authorizing its execution by the Chairperson.
- 2) Deny the proposed Agreement and state reasons for such denial.
- 3) Accept and approve a Resolution authorizing FDOT's delivery of the federally funded project.
- 4) Deny the proposed Resolution and self-administer the project.

**Attachments:**

FDOT Federal Fund Resolution Request Letter  
Authorizing Signature and FDOT Delivery Resolution  
Construction & Maintenance Agreement



## Florida Department of Transportation

RICK SCOTT  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

JIM BOXOLD  
SECRETARY

December 11<sup>th</sup>, 2015

Kenneth Dudley, P.E.  
Taylor County Engineer  
201 East Green Street  
Perry, FL 32347

**Subject: Request For Adoption of Resolution Endorsing the Department's Delivery of: Bridge Replacements at: County Road (CR) 361/Cypress Creek Bridge (No: 380038) 212844-3-52-01, CR 361/Fish Creek Bridge (NO380068) 415248-1-52-01 and CR 14A/ Ecofina Bridge (NO384006) 428573-1-52-01.**

Dear Mr. Dudley

The Department is scheduled to deliver the subject federally funded project on behalf of Taylor County. Pursuant to Program Management Bulletin 15-03 (which is attached hereto), Taylor County's governing body is required to adopt a resolution endorsing the Department's delivery of a particular project prior to the Department's delivery of said project.

The resolution shall include one of the below listed reasons identifying the basis for the Department's delivery of the project.

- Your Agency is neither certified as a Local Agency Program ("LAP") Agency, nor does your Agency desire to become LAP certified due to lack of staffing and/or other resource limitations.
- OR -
- Although LAP certified, your Agency requests that the Department delivers the subject project because doing so allows for greater efficiency, innovation, cost, or time savings or other reasons that allow for optimal project delivery.

It should be noted that the Department and your Agency will execute a separate maintenance agreement for the subject project at a later date. Additionally, your Agency shall be responsible for any costs associated with the project that are deemed ineligible for federal funding (as identified by the Department).

Please contact project managers Melisa Morgan and Renee Brinkley at 386-961-4781 and 386-961-7392 respectively, if you have any questions regarding the Department's delivery of the projects, the required resolution, or in the event your Agency would like to deliver the projects.

Sincerely,

Greg Evans

District Two Secretary

GE: rp

cc: Katrina Sadler, District Program Services Manager  
David Cerlanek, Program Administration Engineer  
Kimberly Evans, District Local Programs Administrator  
Melisa Morgan, Consultant Project Manager  
Renee Brinkley, Consultant Project Manager

***Florida Department of Transportation***

RICK SCOTT  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

JIM BOXOLD  
SECRETARY

**PROGRAM MANAGEMENT BULLETIN 15-03**

DATE: September 21, 2015

TO: District Directors of Transportation Operations, District Directors of Transportation Development, District Program Management Administrators, District ISD Managers, District Government Liaison Administrators, District Local Program Administrators

FROM: Trey Tillander, P.E., Manager, Program Management Office *Trey Tillander*

COPIES: Brian Blanchard, Tom Byron, Jim Wood, Tim Lattner, David Sadler, Mark Wilson, Lisa Saliba, Kendra Sheffield, Carmen Monroy, Sean Santalla, Nicholas Finch (FHWA), Chad Thompson (FHWA),

SUBJECT: Local Agency Program- Off-System Project Delivery

**REQUIREMENTS**

The Local Agency Program (LAP) is the Department's primary delivery mechanism for off-system projects included in the Five-Year Adopted Work Program, as opposed to the Florida Department of Transportation (the Department) administering the off-system project. Off-system projects are defined as projects not located on the State Highway System.

A local agency governing board(s) must approve a resolution or equivalent approval (hereinafter collectively referred to as the "resolution") endorsing the Department's delivery of the project when:

- the prioritized project falls in the jurisdiction of a local agency unable to deliver the project, or
- the prioritized project is to be delivered by the Department for efficiency, innovation, cost or time savings, or other reasons that may optimize project delivery.



Resolutions endorse the Department's delivery of the project within the local agency's right of way/local jurisdiction. Multi-jurisdictional projects must be endorsed by each affected agency. Endorsed resolutions shall describe the project using the identification information as provided by the local agency in the project application or as identified in the Department's Adopted Work Program.

Resolutions shall be obtained from the local agency no later than October 1 of the prior fiscal year in which the project is programmed for delivery. Projects added in current year shall be endorsed as soon as possible, but no later than 60 days prior to the Department letting of the contract.

Local agencies that are not able to endorse the Department's delivery of the off-system project via resolution will be required to administer the project(s). Local agency project administration and delivery of Federal-Aid Highway Program (FAHP) projects is limited to LAP. Local agencies must be certified per the *LAP Manual (Topic No. 525-010-300) Chapter 2* and meet all requirements as identified therein.

### **COMMENTARY**

Each agency is responsible for the resolution language, format, and related details as dictated by that agency's governing processes. Resolutions do not replace Off-System Maintenance Agreements, as required by *Chapter 7* of the *Construction Project Administration Manual (Topic No. 700-000-000)*. In addition, any financial provisions or terms between the Department and the local agency will continue to be incorporated into the appropriate Department Funded Agreement template. This guidance is exclusive to Federal-Aid Highway Program projects and is not currently applicable to local projects delivered under special state funded programs, such as the Small County Outreach Program.

### **BACKGROUND**

Due to the nature of both the Local Agency and Department transportation project planning, prioritization and programming processes, off-system projects may be programmed for Department delivery without all vested parties endorsement. The Department Project Manager for the off-system project will coordinate with local agency staff to obtain resolutions per the timeline requirements.

### **IMPLEMENTATION**

The requirements identified herein are effective for July 2016 lettings. The *LAP Manual (Topic No. 525-010-300)* will be updated accordingly.

**CONTACT**

Please direct questions or comments to:

Lorraine Moyle  
State Local Program Administrator  
Florida Department of Transportation  
Phone (850)-414-4383  
[lorraine.moyle@dot.state.fl.us](mailto:lorraine.moyle@dot.state.fl.us)

TT/lmm

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA, WHICH AUTHORIZES THE CHAIRPERSON TO EXECUTE A CONSTRUCTION AND MAINTENANCE AGREEMENT TO REPLACE CR 361 CYPRESS CREEK BRIDGE NO. 380038.**

**WHEREAS,** The Board of County Commissioners of Taylor County, Florida have been informed that a Resolution is necessary to authorize the Chairperson to execute the Construction & Maintenance Agreement to replace CR 361 Cypress Creek Bridge No. 380038, and

**WHEREAS,** the said above mentioned Agreement will allow the Florida Department of Transportation (FDOT) to replace CR 361 Cypress Creek Bridge No. 380038, and

**WHEREAS,** the FDOT will use Federal funds to replace CR 361 Cypress Creek Bridge No. 380038, and

**WHEREAS,** said above mentioned Agreement will require no financial, project oversight or administrative obligations on Taylor County, and

**WHEREAS,** the Board has determined that it is in the best interest of Taylor County to execute said above mentioned Agreement; and further, that FDOT's delivery of the project is a preferred method over self-administration, and

**WHEREAS,** the Board as a Local Agency believes that the FDOT can deliver the CR 361 Cypress Creek Bridge No. 380038 Replacement with greater efficiency, timing and savings than self-administration.

**THEREFORE, BE IT RESOLVED** that the Board of County Commissioners of Taylor County, Florida, hereby authorize the Chairperson to enter into the CR 361 Cypress Creek Bridge No. 380038 Replacement Construction & Maintenance Agreement with FDOT.

**PASSED AND ADOPTED** in regular session this \_\_\_\_ day of \_\_\_\_\_, 2016.

BOARD OF COUNTY COMMISSIONERS  
TAYLOR COUNTY, FLORIDA.

BY: \_\_\_\_\_  
JODY DEVANE, Chairperson

ATTEST:

\_\_\_\_\_  
ANNIE MAE MURPHY, Clerk

## **CONSTRUCTION & MAINTENANCE AGREEMENT**

**THIS CONSTRUCTION & MAINTENANCE AGREEMENT** ("Agreement") is made and entered into by and between the State of Florida Department of Transportation ("Department") and Taylor County ("Agency").

### **-RECITALS-**

1. The term "Property" shall refer to certain real property located in Taylor County, Florida, owned by the Agency and more particularly described as the bridge replacement of the CR 361 / Cypress Creek Bridge #380038 from MP 11.735 to 11.747, as shown in attached Exhibit "A" ; and

2. The term "Improvement" means and shall refer to bridge replacement, as more particularly shown in attached **Exhibit "A"**; and

3. The Department shall fund construction of the Improvement, which is wholly contingent upon appropriation of funds to the Department; and

4. The Department shall construct the Improvement on the Property; and

5. A date for the commencement of construction of the Improvement has not been established; and

6. Prior to commencement of any construction by the Department, the Agency shall ensure that the Property is free and clear of any and all encroachments; and

7. Upon completion of the construction, the Agency shall own, operate, maintain and repair the Improvement at its sole cost and expense; and

8. By Resolution \_\_\_\_\_ dated \_\_\_\_\_, the Agency authorized its representative to execute and enter this Agreement on behalf of the Agency, see **Exhibit "B"**.

**NOW THEREFORE**, with full knowledge and understanding of the laws governing the subject matter of this Agreement, and in consideration of the above recitals and the mutual covenants and conditions contained in this Agreement, the parties, intending to be legally bound, acknowledge and agree as follows:

### **1. RECITALS AND EXHIBITS**

The above recitals and attached Exhibits are specifically incorporated by reference and made part of this Agreement.

### **2. EFFECTIVE DATE**

The effective date of this Agreement shall be the date the last of the parties to be charged executes the Agreement.

### **3. ACCESS**

This Agreement authorizes the Department to access the Property for the limited purpose of performing this Agreement.

### **4. TERM**

The initial term of this Agreement shall be for a period of one (1) year, commencing on the Effective Date and concluding on the anniversary of the Effective Date. This Agreement shall automatically renew for successive and continuing like one (1) year terms unless terminated by the Department in writing.

### **5. E-VERIFY**

The Agency (A) 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 Agency during the term of the contract; and (B)

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.

## **6. COMPLIANCE**

The Agency shall perform the Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards, specifications and permits, as the same may be constituted and amended from time to time, including, without limitation, those of the Department, Water Management District with requisite jurisdiction, Florida Department of Environmental Protection, Environmental Protection Agency, Army Corps of Engineers, United States Coast Guard and local governmental entities ("Governmental Law").

## **7. PERMITS**

In the performance of the Agreement the Agency may be required to obtain one or more Department permits which may include copies of the Agreement as an exhibit. Notwithstanding the inclusion or incorporation of the Agreement as part of any such Department permits, the Agreement shall remain separate and apart from such permits and shall not be merged into the same absent the prior written express consent of the Department. Should any term or provision of the Agreement conflict with any term, provision or requirement of any Department permit, the terms and provisions of the Agreement shall control unless specifically noted otherwise in any such Department permit. For purposes of this Agreement, the term "permit" shall also include the Department's Construction Agreement which may be required for permanent improvements installed within the Department's right-of-way.

## **8. PROJECT MANAGEMENT**

A. The Department shall manage the Project for the design and construction of the Improvement and perform such activities as the Department deems necessary and appropriate to complete the Project for the Improvement, including, without limitation, seeking and obtaining approval and participation by one or more federal agencies, design of the Improvement, acquisition of right-of-way, construction of the improvement, and any other activities to facilitate satisfactory completion of the Improvement. The Department shall commence construction of the Improvement at its convenience after the appropriation of sufficient funds.

B. Prior to commencement of construction and at their sole cost and expense, the Agency shall ensure that the Property is free and clear of any and all encroachments that may impede or in any way interfere with the Department's construction of the Improvement.

## **9. OPERATION, MAINTENANCE & REPAIR**

A. The Agency shall operate, maintain, and repair the Improvement at its sole cost and expense, in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement including applicable Governmental Law.

B. The Agency agrees that it will be solely responsible for the operation, maintenance, and repair of the Improvement. Should the Agency fail to operate, maintain, and repair the Improvement in accordance with the terms and provisions of this Agreement and applicable Governmental Law, and the Department be required to perform such operation, maintenance, or repair pursuant to the *Inspection of Federal-Aid Projects Under Local Jurisdiction, Topic No. 850-065-001*, under the authority of *Title 23, Section 116, U.S. Code*, the Agency agrees that it shall be fully responsible to the Department for repayment of any funds expended by the Department for the operation, maintenance, or repair of the Improvement. The Department shall invoice the Agency for any operation, maintenance, or repair expenses charged to the Department, and the Agency shall pay such invoices in accordance with the Payment section of this Agreement. Nothing in this Agreement shall relieve the Agency of its financial obligations to the Department should this occur.

C. The Agency further agrees to allow the Department access to the Property and the Improvement pursuant to Paragraph 3 above should the events described in Paragraph B occur.

**10. WARRANTIES**

After completion of construction of the Improvement and upon the Agency's written request, the Department shall transfer all transferable warranties concerning construction of the Improvement to the Agency. The assignment shall be evidenced by a separate written agreement signed by the parties and shall be subject to applicable Governmental Law and the construction agreement entered between the Department and its contractor.

**11. EMINENT DOMAIN AND DAMAGES**

Under no circumstances shall the Department's exercise of any right provided in this Agreement create any right, title, interest or estate entitling the Agency to full and just compensation from the Department either through inverse condemnation or eminent domain laws or any similar laws regarding the taking of property for public purposes. The Agency forever waives and relinquishes all legal rights and monetary claims which it has, or which may arise in the future, for compensation or damages, including, without limitation, special damages, severance damages, removal costs, and loss of business profits resulting in any manner from the Department's exercise of any right provided in this Agreement. This waiver and relinquishment specifically includes all damages flowing from adjacent properties owned, leased or otherwise controlled by the Agency, as a result of the Department's exercise of any right provided in this Agreement.

**12. PAYMENT**

All Department invoices submitted for payment pursuant to the terms and provisions of this Agreement are due and payable within thirty (30) days of the date of the invoice ("Due Date"). Any portion of an invoice not received by the Department by the Due Date shall immediately thereafter begin accruing interest at a rate of interest established pursuant to §55.03, Florida Statutes, until paid in full (past due principal and accrued interest shall be collectively referred to as "Past Due Sums").

**13. INDEMNIFICATION**

A. The Agency shall promptly defend, indemnify, hold the Department harmless from and pay all demands, claims, judgments, liabilities, damages, fines, fees, taxes, assessments, costs, losses, penalties, construction delay costs / penalties, expenses, attorneys' fees and suits of any nature or kind whatsoever caused by, arising out of or related to the Agency's performance, or breach, of this Agreement ("Liabilities"). The term "Liabilities" shall also specifically include all civil and criminal environmental liability arising, directly or indirectly under any Governmental Law, including, without limitation, liability under the Resource Conservation and Recovery Act ("RCRA"), the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), the Clean Air Act ("CAA") and the Clean Water Act ("CWA"). The Agency's duty to defend, indemnify and hold the Department harmless specifically does not encompass indemnifying the Department for its negligence, intentional or wrongful acts, omissions or breach of contract.

B. The Agency shall notify the Department in writing immediately upon becoming aware of any Liabilities. The Agency's obligation to defend, indemnify and hold the Department harmless from any Liabilities, or at the Department's option to participate and associate with the Department in the defense and trial of any Liabilities, including any related settlement negotiations, shall be triggered by the Department's written notice of claim for indemnification to the Agency. The Agency's inability to evaluate liability, or its evaluation of liability, shall not excuse performance of the provisions of this paragraph.

**14. SOVEREIGN IMMUNITY & LIMITATION OF LIABILITY**

Nothing in this Agreement shall be deemed or otherwise interpreted as waiving either party's sovereign immunity protections, or as increasing the limits of liability set forth in §768.28, Florida Statutes, as the same may be amended from time to time. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the Department's limits of liability set forth in sections 376.305 and 337.27(4), Fla. Stat. (2014).

**15. NOTICE**

All notices, communications and determinations between the parties hereto and those required by the Agreement, including, without limitation, changes to the notification addresses set forth below, shall be in writing and shall be sufficient if mailed by regular United States Mail, postage prepaid, to the parties at the following addresses:

Department: Florida Department of Transportation  
Attention: Janet Jones, P.E.  
Perry Maintenance  
657 Plantation Road  
Perry, Florida 32347  
850-838-5808

Agency: Taylor County Engineer  
Attention: Kenneth Dudley, P.E.  
201 E. Green Street  
Perry, Florida 32347

#### **16. GOVERNING LAW**

This Agreement shall be governed in all respect by the laws of the State of Florida.

#### **17. INITIAL DETERMINATION OF DISPUTES**

The Department's District Two Secretary ("District Secretary") shall act as the initial arbiter of all questions, difficulties, and disputes concerning the interpretation, validity, performance or breach of the Agreement.

#### **18. VENUE AND JURISDICTION**

A. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of the Agreement that are not resolved to the mutual satisfaction of the parties by the Department's District Secretary shall lie exclusively in a state court of appropriate jurisdiction in Leon County, Florida.

B. The Agency and all persons and entities accepting an assignment of this Agreement, in whole or in part, shall be deemed as having consented to personal jurisdiction in the State of Florida and as having forever waived and relinquished all personal jurisdiction defenses with respect to any proceeding related to the interpretation, validity, performance or breach of this Agreement.

#### **19. JURY TRIAL**

The parties hereby waive the right to trial by jury of any dispute concerning the interpretation, validity, performance or breach of the Agreement, including, without limitation, damages allegedly flowing therefrom.

#### **20. ASSIGNMENT**

The Agency shall not assign, pledge or transfer any of the rights, duties and obligations provided in this Agreement without the prior written consent of the Department's District Secretary or his/her designee. The Department has the sole discretion and authority to grant or deny proposed assignments of this Agreement, with or without cause. Nothing herein shall prevent the Agency from delegating its duties hereunder, but such delegation shall not release the Agency from its obligation to perform the Agreement.

#### **21. THIRD PARTY BENEFICIARIES**

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations or remedies upon any other person or entity except as expressly provided for herein.

#### **22. VOLUNTARY EXECUTION OF AGREEMENT**

Each party warrants and represents to the other: (i) that it understands all of the rights and obligations set forth in the Agreement and the Agreement accurately reflects the desires of said party; (ii) each provision of the Agreement has been negotiated fairly at arm's length; (iii) it fully understands the advantages and disadvantages of the Agreement and executes the Agreement freely and voluntarily of its own accord and not as a result of any duress, coercion, or undue influence; and (iv) it had the opportunity to have



independent legal advice by counsel of its own choosing in the negotiation and execution of the Agreement.

### **23. ENTIRE AGREEMENT**

This instrument, together with any exhibits and documents made part hereof by reference, contains the entire agreement of the parties and no representations or promises have been made except those that are specifically set out in the Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements and representations, covenants, and warranties with respect to the subject matter of the Agreement, and any part hereof, are waived, merged herein and superseded hereby.

### **24. EXECUTION OF DOCUMENTS**

The parties agree that they shall promptly execute and deliver to the other all documents necessary to accomplish the intent and purpose of the Agreement and shall do all other acts to effectuate the Agreement.

### **25. SUFFICIENCY OF CONSIDERATION**

By their signature below, the parties hereby acknowledge the receipt, adequacy and sufficiency of consideration provided in the Agreement and forever waive the right to object to or otherwise challenge the same.

### **26. WAIVER**

The failure of either party to insist on the strict performance or compliance with any term or provision of the Agreement on one or more occasions shall not constitute a waiver or relinquishment thereof and all such terms and provisions shall remain in full force and effect unless waived or relinquished in writing.

### **27. INTERPRETATION**

No term or provision of the Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

### **28. CAPTIONS**

Paragraph title or captions contained herein are inserted as a matter of convenience and reference and in no way define, limit, extend or describe the scope of the Agreement, or any provision hereof.

### **29. SEVERANCE**

If any section, paragraph, clause or provision of the Agreement is adjudged by a court, agency or authority of competent jurisdiction to be invalid, illegal or otherwise unenforceable, all remaining parts of the Agreement shall remain in full force and effect and the parties shall be bound thereby so long as principle purposes of the Agreement remain enforceable.

### **30. COMPUTATION OF TIME**

In computing any period of time prescribed in the Agreement, the day of the act, event or default from which the designated period of time begins to run, shall not be included. The last day of the period shall be included unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday or legal holiday.

### **31. MODIFICATION OF AGREEMENT**

A modification or waiver of any of the provisions of the Agreement shall be effective only if made in writing and executed with the same formality as the Agreement.

### **32. ANNUAL APPROPRIATION / FUNDING**

Pursuant to §339.135(6)(a), Florida Statutes, the Department's obligation to fund construction of the Improvement is contingent upon annual appropriation by the Florida Legislature. This Agreement may be terminated by the Department without liability to the Agency if sufficient funds are not appropriated to the Department. The provisions of §339.135(6)(a), Florida Statutes, are set forth herein verbatim and made part of this Agreement, to wit:

"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 and which have a term for a period of more than 1 year."

**IN WITNESS WHEREOF**, intending to be legally bound hereby, the parties execute this Agreement, consisting of nine (9) pages.

**Florida Department of Transportation****Attest:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Legal Review:**

By: \_\_\_\_\_

Office of the General Counsel  
Florida Department of Transportation**Taylor County****Attest:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Legal Review:**

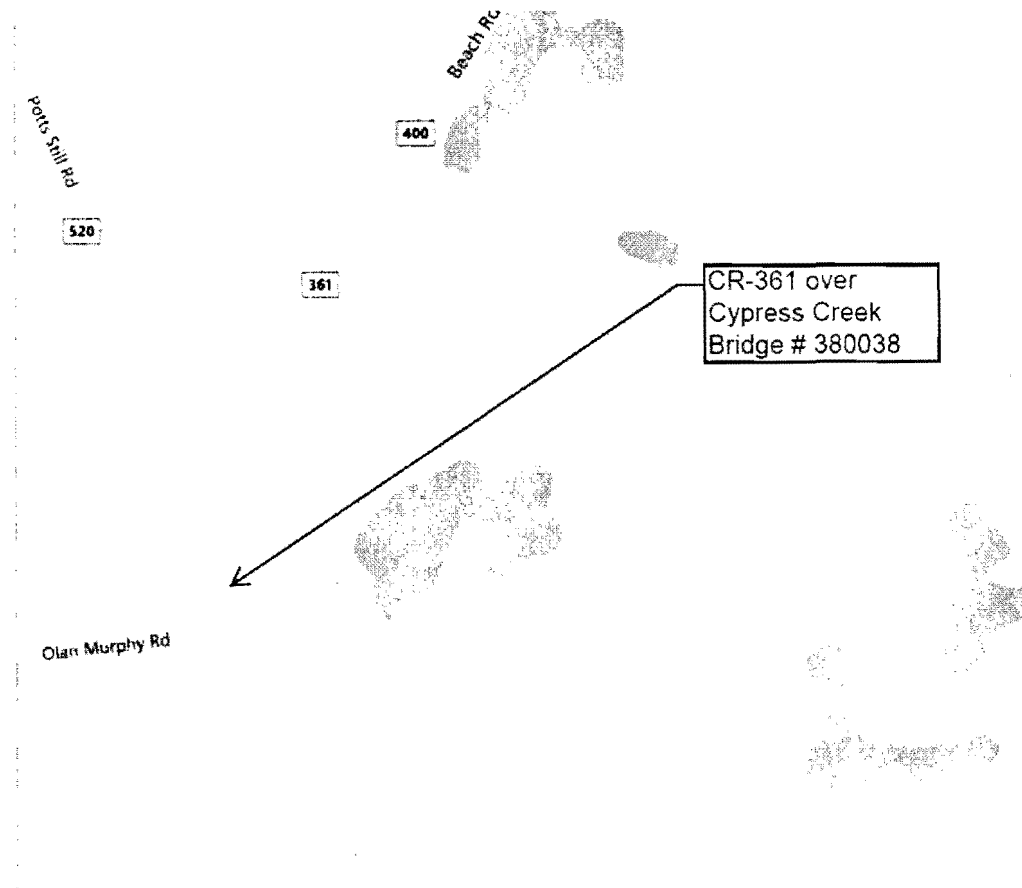
By: \_\_\_\_\_

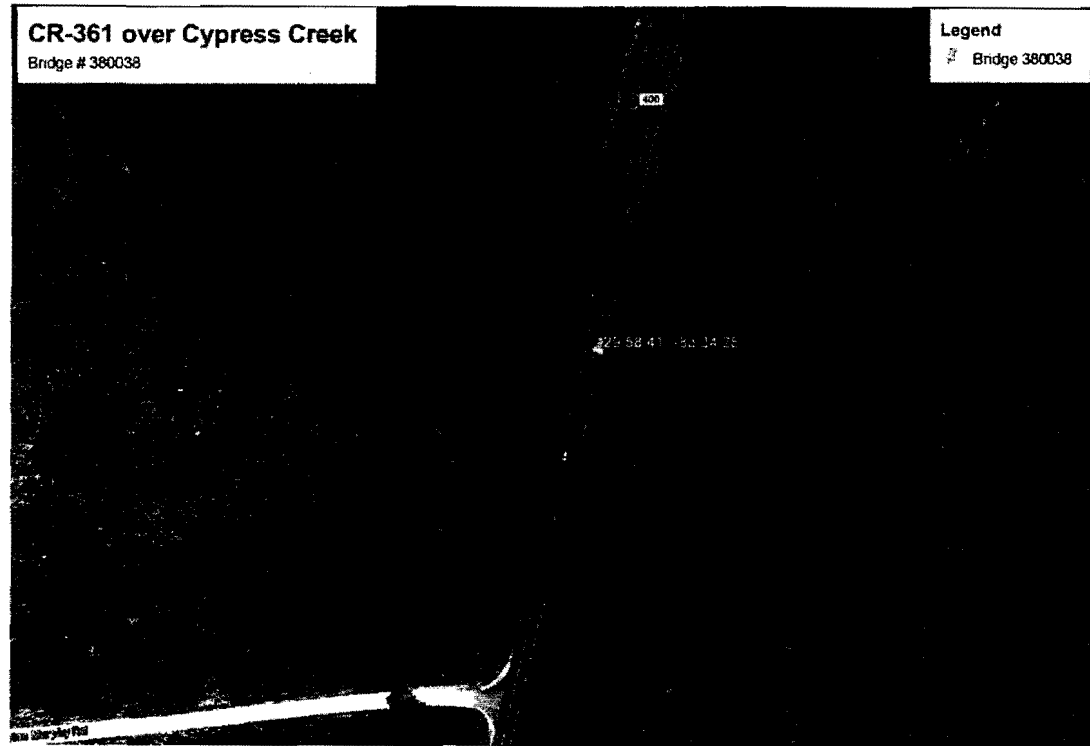
Legal Counsel for Agency

**EXHIBIT "A"**

**(PROPERTY DESCRIPTION)**

**CR 361 over Cypress Creek Bridge Replacement # 380038 from BMP 11.735 to EMP 11.747**





**EXHIBIT "B"**

**(RESOLUTION)**

**TAYLOR COUNTY BOARD OF COMMISSIONERS****14****County Commission Agenda Item****SUBJECT/TITLE:**

COMMISSIONERS TO RECEIVE AND APPROVE FDOT  
CONSTRUCTION & MAINTENANCE AGREEMENT TO REPLACE CR  
361 FISH CREEK BRIDGE NO. 380068

**MEETING DATE REQUESTED:**

January 4, 2015

**Statement of Issue:** The Florida Department of Transportation (FDOT) is proposing to replace CR 361 Fish Creek Bridge No. 380068 under the terms and conditions of a Construction & Maintenance Agreement using Federal funds. This 1950 vintage bridge is currently rated structurally deficient necessitating its replacement.

**Recommended Action:** Staff recommends that the Commission approve the Construction & Maintenance Agreement including adopting a Resolution authorizing the Commission Chair to execute the agreement on behalf of the Commission. Staff further recommends adopting a resolution to endorse FDOT's federally funded delivery of the project.

**Fiscal Impact:** FISCAL YR 2016/19 - N/A

**Budgeted Expense:** NO

**Submitted By:** ENGINEERING DIVISION

**Contact:** COUNTY ENGINEER

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS****History, Facts & Issues:**

On May 5, 2014, the Board of County Commissioners received an update from Jordan Green identifying the projects being facilitated by the FDOT work program in Taylor County. The CR 361 Bridge over Fish Creek just north of the entrance to Hagan's Cove was one such project identified by Mr. Green. This project will work to replace the existing 65 year old 12 ft W x 4 ft H concrete double box culvert bridge (No. 380068) with a new structure meeting current traffic and load rating requirements.

The proposed Construction & Maintenance Agreement offers to have FDOT fund, design, manage, and construct the bridge replacement at no expense to Taylor County. Therefore, Staff recommends that the Commission approve the Construction & Maintenance Agreement including adopting a Resolution authorizing the Commission Chair to execute the agreement on behalf of the Commission.

With this Construction Agreement, the FDOT will deliver the Bridge Replacement for Taylor County using Federal funds. This necessitates the Board also adopting a Resolution stating that although Taylor County is Local Agency Program (LAP) certified, FDOT can deliver the County project with greater efficiency, timing and savings. The alternative to this project delivery path is for Taylor County to self-administer the project.

**Options:**

- 1) Accept and approve the Construction & Maintenance Agreement and pass a Resolution authorizing its execution by the Chairperson.
- 2) Deny the proposed Agreement and state reasons for such denial.
- 3) Accept and approve a Resolution authorizing FDOT's delivery of the federally funded project.
- 4) Deny the proposed Resolution and self-administer the project.

**Attachments:**

FDOT Federal Fund Resolution Request Letter  
Authorizing Signature and FDOT Delivery Resolution  
Construction & Maintenance Agreement



## Florida Department of Transportation

RICK SCOTT  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

JIM BOXOLD  
SECRETARY

December 11<sup>th</sup>, 2015

Kenneth Dudley, P.E.  
Taylor County Engineer  
201 East Green Street  
Perry, FL 32347

**Subject: Request For Adoption of Resolution Endorsing the Department's Delivery of: Bridge Replacements at: County Road (CR) 361/Cypress Creek Bridge (No: 380038) 212844-3-52-01, CR 361/Fish Creek Bridge (NO380068) 415248-1-52-01 and CR 14A/ Ecofina Bridge (NO384006) 428573-1-52-01.**

Dear Mr. Dudley

The Department is scheduled to deliver the subject federally funded project on behalf of Taylor County. Pursuant to Program Management Bulletin 15-03 (which is attached hereto), Taylor County's governing body is required to adopt a resolution endorsing the Department's delivery of a particular project prior to the Department's delivery of said project.

The resolution shall include one of the below listed reasons identifying the basis for the Department's delivery of the project.

- Your Agency is neither certified as a Local Agency Program ("LAP") Agency, nor does your Agency desire to become LAP certified due to lack of staffing and/or other resource limitations.
- OR -
- Although LAP certified, your Agency requests that the Department delivers the subject project because doing so allows for greater efficiency, innovation, cost, or time savings or other reasons that allow for optimal project delivery.

It should be noted that the Department and your Agency will execute a separate maintenance agreement for the subject project at a later date. Additionally, your Agency shall be responsible for any costs associated with the project that are deemed ineligible for federal funding (as identified by the Department).

Please contact project managers Melisa Morgan and Renee Brinkley at 386-961-4781 and 386-961-7392 respectively, if you have any questions regarding the Department's delivery of the projects, the required resolution, or in the event your Agency would like to deliver the projects.

Sincerely,

Greg Evans  
District Two Secretary

GE: rp

cc: Katrina Sadler, District Program Services Manager  
David Cerlanek, Program Administration Engineer  
Kimberly Evans, District Local Programs Administrator  
Melisa Morgan, Consultant Project Manager  
Renee Brinkley, Consultant Project Manager

***Florida Department of Transportation***

RICK SCOTT  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

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SECRETARY

**PROGRAM MANAGEMENT BULLETIN 15-03**

DATE: September 21, 2015

TO: District Directors of Transportation Operations, District Directors of Transportation Development, District Program Management Administrators, District ISD Managers, District Government Liaison Administrators, District Local Program Administrators

FROM: Trey Tillander, P.E., Manager, Program Management Office



COPIES: Brian Blanchard, Tom Byron, Jim Wood, Tim Lattner, David Sadler, Mark Wilson, Lisa Saliba, Kendra Sheffield, Carmen Monroy, Sean Santalla, Nicholas Finch (FHWA), Chad Thompson (FHWA),

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### **IMPLEMENTATION**

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**CONTACT**

Please direct questions or comments to:

Lorraine Moyle  
State Local Program Administrator  
Florida Department of Transportation  
Phone (850)-414-4383  
[lorraine.moyle@dot.state.fl.us](mailto:lorraine.moyle@dot.state.fl.us)

TT/lmm

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA, WHICH AUTHORIZES THE CHAIRPERSON TO EXECUTE A CONSTRUCTION AND MAINTENANCE AGREEMENT TO REPLACE CR 361 FISH CREEK BRIDGE NO. 380068.**

**WHEREAS,** The Board of County Commissioners of Taylor County, Florida have been informed that a Resolution is necessary to authorize the Chairperson to execute the Construction & Maintenance Agreement to replace CR 361 Fish Creek Bridge No. 380068, and

**WHEREAS,** the said above mentioned Agreement will allow the Florida Department of Transportation (FDOT) to replace CR 361 Fish Creek Bridge No. 380068, and

**WHEREAS,** the FDOT will use Federal funds to replace CR 361 Fish Creek Bridge No. 380068, and

**WHEREAS,** said above mentioned Agreement will require no financial, project oversight or administrative obligations on Taylor County, and

**WHEREAS,** the Board has determined that it is in the best interest of Taylor County to execute said above mentioned Agreement; and further, that FDOT's delivery of the project is a preferred method over self-administration, and

**WHEREAS,** the Board as a Local Agency believes that the FDOT can deliver the CR 361 Fish Creek Bridge No. 380068 Replacement with greater efficiency, timing and savings than self-administration.

**THEREFORE, BE IT RESOLVED** that the Board of County Commissioners of Taylor County, Florida, hereby authorize the Chairperson to enter into the CR 361 Fish Creek Bridge No. 380068 Replacement Construction & Maintenance Agreement with FDOT.

**PASSED AND ADOPTED** in regular session this \_\_\_\_ day of \_\_\_\_\_, 2016.

BOARD OF COUNTY COMMISSIONERS  
TAYLOR COUNTY, FLORIDA.

BY: \_\_\_\_\_  
JODY DEVANE, Chairperson

ATTEST:

\_\_\_\_\_  
ANNIE MAE MURPHY, Clerk

## **CONSTRUCTION & MAINTENANCE AGREEMENT**

**THIS CONSTRUCTION & MAINTENANCE AGREEMENT** ("Agreement") is made and entered into by and between the State of Florida Department of Transportation ("Department") and Taylor County ("Agency").

### **-RECITALS-**

1. The term "Property" shall refer to certain real property located in Taylor County, Florida, owned by the Agency and more particularly described as the bridge replacement of the CR 361 / Fish Creek Bridge #380068 from BMP 13.417 to EMP 13.421, as shown in attached **Exhibit "A"**; and
2. The term "Improvement" means and shall refer to bridge replacement, as more particularly shown in attached **Exhibit "A"**; and
3. The Department shall fund construction of the Improvement, which is wholly contingent upon appropriation of funds to the Department; and
4. The Department shall construct the Improvement on the Property; and
5. A date for the commencement of construction of the Improvement has not been established; and
6. Prior to commencement of any construction by the Department, the Agency shall ensure that the Property is free and clear of any and all encroachments; and
7. Upon completion of the construction, the Agency shall own, operate, maintain and repair the Improvement at its sole cost and expense; and
8. By Resolution \_\_\_\_\_ dated \_\_\_\_\_, the Agency authorized its representative to execute and enter this Agreement on behalf of the Agency, see **Exhibit "B"**.

**NOW THEREFORE**, with full knowledge and understanding of the laws governing the subject matter of this Agreement, and in consideration of the above recitals and the mutual covenants and conditions contained in this Agreement, the parties, intending to be legally bound, acknowledge and agree as follows:

### **1. RECITALS AND EXHIBITS**

The above recitals and attached Exhibits are specifically incorporated by reference and made part of this Agreement.

### **2. EFFECTIVE DATE**

The effective date of this Agreement shall be the date the last of the parties to be charged executes the Agreement.

### **3. ACCESS**

This Agreement authorizes the Department to access the Property for the limited purpose of performing this Agreement.

### **4. TERM**

The initial term of this Agreement shall be for a period of one (1) year, commencing on the Effective Date and concluding on the anniversary of the Effective Date. This Agreement shall automatically renew for successive and continuing like one (1) year terms unless terminated by the Department in writing.

### **5. E-VERIFY**

The Agency (A) 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 Agency during the term of the contract; and (B)

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.

## **6. COMPLIANCE**

The Agency shall perform the Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards, specifications and permits, as the same may be constituted and amended from time to time, including, without limitation, those of the Department, Water Management District with requisite jurisdiction, Florida Department of Environmental Protection, Environmental Protection Agency, Army Corps of Engineers, United States Coast Guard and local governmental entities ("Governmental Law").

## **7. PERMITS**

In the performance of the Agreement the Agency may be required to obtain one or more Department permits which may include copies of the Agreement as an exhibit. Notwithstanding the inclusion or incorporation of the Agreement as part of any such Department permits, the Agreement shall remain separate and apart from such permits and shall not be merged into the same absent the prior written express consent of the Department. Should any term or provision of the Agreement conflict with any term, provision or requirement of any Department permit, the terms and provisions of the Agreement shall control unless specifically noted otherwise in any such Department permit. For purposes of this Agreement, the term "permit" shall also include the Department's Construction Agreement which may be required for permanent improvements installed within the Department's right-of-way.

## **8. PROJECT MANAGEMENT**

A. The Department shall manage the Project for the design and construction of the Improvement and perform such activities as the Department deems necessary and appropriate to complete the Project for the Improvement, including, without limitation, seeking and obtaining approval and participation by one or more federal agencies, design of the Improvement, acquisition of right-of-way, construction of the improvement, and any other activities to facilitate satisfactory completion of the Improvement. The Department shall commence construction of the Improvement at its convenience after the appropriation of sufficient funds.

B. Prior to commencement of construction and at their sole cost and expense, the Agency shall ensure that the Property is free and clear of any and all encroachments that may impede or in any way interfere with the Department's construction of the Improvement.

## **9. OPERATION, MAINTENANCE & REPAIR**

A. The Agency shall operate, maintain, and repair the Improvement at its sole cost and expense, in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement including applicable Governmental Law.

B. The Agency agrees that it will be solely responsible for the operation, maintenance, and repair of the Improvement. Should the Agency fail to operate, maintain, and repair the Improvement in accordance with the terms and provisions of this Agreement and applicable Governmental Law, and the Department be required to perform such operation, maintenance, or repair pursuant to the *Inspection of Federal-Aid Projects Under Local Jurisdiction, Topic No. 850-065-001*, under the authority of *Title 23, Section 116, U.S. Code*, the Agency agrees that it shall be fully responsible to the Department for repayment of any funds expended by the Department for the operation, maintenance, or repair of the Improvement. The Department shall invoice the Agency for any operation, maintenance, or repair expenses charged to the Department, and the Agency shall pay such invoices in accordance with the Payment section of this Agreement. Nothing in this Agreement shall relieve the Agency of its financial obligations to the Department should this occur.

C. The Agency further agrees to allow the Department access to the Property and the Improvement pursuant to Paragraph 3 above should the events described in Paragraph B occur.

## **10. WARRANTIES**

After completion of construction of the Improvement and upon the Agency's written request, the Department shall transfer all transferable warranties concerning construction of the Improvement to the Agency. The assignment shall be evidenced by a separate written agreement signed by the parties and shall be subject to applicable Governmental Law and the construction agreement entered between the Department and its contractor.

## **11. EMINENT DOMAIN AND DAMAGES**

Under no circumstances shall the Department's exercise of any right provided in this Agreement create any right, title, interest or estate entitling the Agency to full and just compensation from the Department either through inverse condemnation or eminent domain laws or any similar laws regarding the taking of property for public purposes. The Agency forever waives and relinquishes all legal rights and monetary claims which it has, or which may arise in the future, for compensation or damages, including, without limitation, special damages, severance damages, removal costs, and loss of business profits resulting in any manner from the Department's exercise of any right provided in this Agreement. This waiver and relinquishment specifically includes all damages flowing from adjacent properties owned, leased or otherwise controlled by the Agency, as a result of the Department's exercise of any right provided in this Agreement.

## **12. PAYMENT**

All Department invoices submitted for payment pursuant to the terms and provisions of this Agreement are due and payable within thirty (30) days of the date of the invoice ("Due Date"). Any portion of an invoice not received by the Department by the Due Date shall immediately thereafter begin accruing interest at a rate of interest established pursuant to §55.03, Florida Statutes, until paid in full (past due principal and accrued interest shall be collectively referred to as "Past Due Sums").

## **13. INDEMNIFICATION**

A. The Agency shall promptly defend, indemnify, hold the Department harmless from and pay all demands, claims, judgments, liabilities, damages, fines, fees, taxes, assessments, costs, losses, penalties, construction delay costs / penalties, expenses, attorneys' fees and suits of any nature or kind whatsoever caused by, arising out of or related to the Agency's performance, or breach, of this Agreement ("Liabilities"). The term "Liabilities" shall also specifically include all civil and criminal environmental liability arising, directly or indirectly under any Governmental Law, including, without limitation, liability under the Resource Conservation and Recovery Act ("RCRA"), the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), the Clean Air Act ("CAA") and the Clean Water Act ("CWA"). The Agency's duty to defend, indemnify and hold the Department harmless specifically does not encompass indemnifying the Department for its negligence, intentional or wrongful acts, omissions or breach of contract.

B. The Agency shall notify the Department in writing immediately upon becoming aware of any Liabilities. The Agency's obligation to defend, indemnify and hold the Department harmless from any Liabilities, or at the Department's option to participate and associate with the Department in the defense and trial of any Liabilities, including any related settlement negotiations, shall be triggered by the Department's written notice of claim for indemnification to the Agency. The Agency's inability to evaluate liability, or its evaluation of liability, shall not excuse performance of the provisions of this paragraph.

## **14. SOVEREIGN IMMUNITY & LIMITATION OF LIABILITY**

Nothing in this Agreement shall be deemed or otherwise interpreted as waiving either party's sovereign immunity protections, or as increasing the limits of liability set forth in §768.28, Florida Statutes, as the same may be amended from time to time. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the Department's limits of liability set forth in sections 376.305 and 337.27(4), Fla. Stat. (2014).

## **15. NOTICE**

All notices, communications and determinations between the parties hereto and those required by the Agreement, including, without limitation, changes to the notification addresses set forth below, shall be in writing and shall be sufficient if mailed by regular United States Mail, postage prepaid, to the parties at the following addresses:

Department: Florida Department of Transportation  
Attention: Janet Jones, P.E.  
Perry Maintenance  
657 Plantation Road  
Perry, Florida 32347  
850-838-5808

Agency: Taylor County Engineer  
Attention: Kenneth Dudley, P.E.  
201 E. Green Street  
Perry, Florida 32347

#### **16. GOVERNING LAW**

This Agreement shall be governed in all respect by the laws of the State of Florida.

#### **17. INITIAL DETERMINATION OF DISPUTES**

The Department's District Two Secretary ("District Secretary") shall act as the initial arbiter of all questions, difficulties, and disputes concerning the interpretation, validity, performance or breach of the Agreement.

#### **18. VENUE AND JURISDICTION**

A. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of the Agreement that are not resolved to the mutual satisfaction of the parties by the Department's District Secretary shall lie exclusively in a state court of appropriate jurisdiction in Leon County, Florida.

B. The Agency and all persons and entities accepting an assignment of this Agreement, in whole or in part, shall be deemed as having consented to personal jurisdiction in the State of Florida and as having forever waived and relinquished all personal jurisdiction defenses with respect to any proceeding related to the interpretation, validity, performance or breach of this Agreement.

#### **19. JURY TRIAL**

The parties hereby waive the right to trial by jury of any dispute concerning the interpretation, validity, performance or breach of the Agreement, including, without limitation, damages allegedly flowing therefrom.

#### **20. ASSIGNMENT**

The Agency shall not assign, pledge or transfer any of the rights, duties and obligations provided in this Agreement without the prior written consent of the Department's District Secretary or his/her designee. The Department has the sole discretion and authority to grant or deny proposed assignments of this Agreement, with or without cause. Nothing herein shall prevent the Agency from delegating its duties hereunder, but such delegation shall not release the Agency from its obligation to perform the Agreement.

#### **21. THIRD PARTY BENEFICIARIES**

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations or remedies upon any other person or entity except as expressly provided for herein.

#### **22. VOLUNTARY EXECUTION OF AGREEMENT**

Each party warrants and represents to the other: (i) that it understands all of the rights and obligations set forth in the Agreement and the Agreement accurately reflects the desires of said party; (ii) each provision of the Agreement has been negotiated fairly at arm's length; (iii) it fully understands the advantages and disadvantages of the Agreement and executes the Agreement freely and voluntarily of its own accord and not as a result of any duress, coercion, or undue influence; and (iv) it had the opportunity to have independent legal advice by counsel of its own choosing in the negotiation and execution of the Agreement.

#### **23. ENTIRE AGREEMENT**



This instrument, together with any exhibits and documents made part hereof by reference, contains the entire agreement of the parties and no representations or promises have been made except those that are specifically set out in the Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements and representations, covenants, and warranties with respect to the subject matter of the Agreement, and any part hereof, are waived, merged herein and superseded hereby.

#### **24. EXECUTION OF DOCUMENTS**

The parties agree that they shall promptly execute and deliver to the other all documents necessary to accomplish the intent and purpose of the Agreement and shall do all other acts to effectuate the Agreement.

#### **25. SUFFICIENCY OF CONSIDERATION**

By their signature below, the parties hereby acknowledge the receipt, adequacy and sufficiency of consideration provided in the Agreement and forever waive the right to object to or otherwise challenge the same.

#### **26. WAIVER**

The failure of either party to insist on the strict performance or compliance with any term or provision of the Agreement on one or more occasions shall not constitute a waiver or relinquishment thereof and all such terms and provisions shall remain in full force and effect unless waived or relinquished in writing.

#### **27. INTERPRETATION**

No term or provision of the Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

#### **28. CAPTIONS**

Paragraph title or captions contained herein are inserted as a matter of convenience and reference and in no way define, limit, extend or describe the scope of the Agreement, or any provision hereof.

#### **29. SEVERANCE**

If any section, paragraph, clause or provision of the Agreement is adjudged by a court, agency or authority of competent jurisdiction to be invalid, illegal or otherwise unenforceable, all remaining parts of the Agreement shall remain in full force and effect and the parties shall be bound thereby so long as principle purposes of the Agreement remain enforceable.

#### **30. COMPUTATION OF TIME**

In computing any period of time prescribed in the Agreement, the day of the act, event or default from which the designated period of time begins to run, shall not be included. The last day of the period shall be included unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday or legal holiday.

#### **31. MODIFICATION OF AGREEMENT**

A modification or waiver of any of the provisions of the Agreement shall be effective only if made in writing and executed with the same formality as the Agreement.

#### **32. ANNUAL APPROPRIATION / FUNDING**

Pursuant to §339.135(6)(a), Florida Statutes, the Department's obligation to fund construction of the Improvement is contingent upon annual appropriation by the Florida Legislature. This Agreement may be terminated by the Department without liability to the Agency if sufficient funds are not appropriated to the Department. The provisions of §339.135(6)(a), Florida Statutes, are set forth herein verbatim and made part of this Agreement, to wit:

"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 and which have a term for a period of more than 1 year."

**IN WITNESS WHEREOF**, intending to be legally bound hereby, the parties execute this Agreement, consisting of nine (9) pages.

**Florida Department of Transportation**

**Attest:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Legal Review:**

By: \_\_\_\_\_

Office of the General Counsel  
Florida Department of Transportation

**Taylor County**

**Attest:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Legal Review:**

By: \_\_\_\_\_

Legal Counsel for Agency

CR 361 over Fish Creek Bridge Replacement # 380068 from BMP 13.417 to EMP 13.421



Financial Project Id. No. 415248-1-52-01

Federal Id. No. (if applicable) \_\_\_\_\_

Project Description Bridge Replacement of the CR 361 / Fish Creek Bridge # 380068 from BMP 13.417 to EMP 13.421

Off System Department Construct Agency Maintain

**EXHIBIT "B"**

**(RESOLUTION)**

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**



Board to review and approve the Deferred Payment and Loan Agreement and Mortgage(s) for CDBG housing rehabilitation recipients.

**MEETING DATE REQUESTED:**

January 4, 2016

**Statement of Issue:** Board to review and approve deferred Payment and Loan Agreement and Mortgage(s) for CDBG grant recipients.

**Recommended Action:** Approve Deferred Payment Loan Agreement and Mortgages

**Fiscal Impact:** All CDBG housing rehabilitation projects are 100% grant funded.

**Budgeted Expense:** Y/N Not Applicable

**Submitted By:** Melody Cox

**Contact:** Melody Cox

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** Recipients of the CDBG and/or SHIP Program are required to sign Deferred Payment Loan Agreement and Mortgage(s). Two of the CDBG recipients are also receiving assistance through the SHIP Program to satisfy the \$125,000 match the County was required to provide by using SHIP funds. These two recipients are Bennie & Sabra Farnell and Robin Paulk.

**Attachments:** Deferred Payment Loan Agreement And Mortgage for the following CDBG recipients:

Paula Daughtry	6059 Loren Henderson Road, Greenville
Robin Paulk	10146 Fish Creek , Perry
Jan Hopkins	1272 Langford Lane, Perry
Lisa & Michael Sinnott	2737 W US 98, Perry
Wendy Raulerson	6637 Potts Still Road, Perry
Sabra & Benny Farnell	2470 W US 98, Perry
Alice Willis	1220 Glennis Cruce, Perry

**Alice Cassellman  
Summer Grantham**

**3820 Mclean Street, Greenville  
793 Ma Dixon Road, Perry**

**TAYLOR CDBG-HR PROGRAM  
DEFERRED PAYMENT LOAN AGREEMENT AND MORTGAGE**

**THIS AGREEMENT** (hereinafter referred to as the "Agreement") is made, as of December 10, 2015, by and between Paula Daughtry of 6059 Loren Henderson, Greenville, FL 32331 (hereinafter referred to as the "Owner") and the Taylor County Board of County Commissioners (hereinafter referred to as the "County").

**RECITALS:**

- A. The Owner is the owner of that certain real property located in the Taylor County, in the State of Florida, that parcel being more particularly described in Exhibit A, attached hereto and made a part hereof, on which is constructed, as of the date of this Contract, that certain single-family housing unit located at 6059 Loren Henderson Rd., Greenville, FL 32331 (hereinafter referred to as the "Project Site").
- B. The Owner has proposed to finance the cost of Demolition/New Construction on the Project Site from the proceeds of a Deferred Payment Loan (DPL) funded from a Community Development Block Grant Housing Rehabilitation (CDBG-HR) program through the State of Florida.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual promises set forth herein, the parties hereto, for themselves and for their respective successors and assigns, hereby agree as follows:

- 1. **Incorporation of Recitals.** The foregoing recitals are hereby incorporated by reference as if fully set forth herein.
- 2. **Principal.** The principal amount of the DPL shall be equal to \$63,950.00.
- 3. **Term.** This Agreement shall be for 240 months from the date hereof, to remain in effect until December 10, 2035, at a zero percent (0%) annual rate of interest (hereinafter referred to as the "Term").
- 4. **Amortization.** The DPL principal amount shall be forgiven in an equal amount on a monthly basis throughout the duration of the Term. Five percent (5%) of the principal amount of the DPL shall be forgiven each year. Repayment of the DPL, where applicable, shall be based upon the prorated principle balance for the unexpired term of the DPL.
- 5. **Mortgage on Property.** For good and valuable considerations, and also in consideration of the aggregate sum named in the DPL of even date herewith, the mortgagor (the Owner) hereby grants, bargains, sells, aliens, remises, conveys and confirms unto the mortgagee (the County) a mortgage on that certain land described in Exhibit A. Said mortgage shall be released after the Owner has completed the full Term of this Agreement, or after the Owner has paid the prorated principle balance of the DPL to the County, in the event of the Owner's default of the terms of this Agreement.
- 6. **Amendment.** This Agreement may not be modified except by an instrument in writing executed by each of the parties that are signatories hereto.
- 7. **Headings and Titles.** The headings and titles to the sections of this Agreement are inserted for convenience only and shall not be deemed a part hereof nor affect the construction or interpretation of any provisions hereof.
- 8. **IN THE EVENT THAT THE SOLE OWNER OR ALL OWNERS EXECUTING THIS AGREEMENT ARE DECEASED DURING THE 240 MONTH TERM THEREOF, THE AGREEMENT SHALL BE CONSIDERED SATISFIED, AND WILL NO LONGER CONSTITUTE A LIEN AGAINST THE PROPERTY.**

Owner Initial: PD  
County Initial:

**9. Violations and Remedies.** Sale or transfer of ownership or right of occupancy of the Project Site by conveyance, lease or otherwise, during the 60 month term of this Agreement shall constitute a default. Upon default, the special assessment levied hereby shall be payable in full to the County within thirty (30) days after such default occurs; provided, however, that the governing authority of the County may, by resolution, provide for the payment of any lien in not more than ten (10) equal annual installments from the date of said resolution, with interest thereon not exceeding six percent (6%) per annum, on the unpaid balance. Nevertheless, the Owner of the property may pay the full amount of principal then remaining unpaid, plus accrued interest only, at any time. All unpaid sums, penalties and interest shall be and remain a lien on the above described real property in favor of the County and such lien shall have priority over all other liens and encumbrances whatsoever except any liens for federal, state and local taxes due on the property, and any liens (including mortgages) recorded before the recording of the Agreement. If this mortgage shall be in default for a period of thirty (30) days, the County may enforce the same by a suit in equity according to the provisions of the Florida Statutes or other applicable law, and the Owner shall be responsible for all costs incurred in such proceedings, including a reasonable attorney's fee. Failure of the County to exercise such default options shall not constitute a waiver of such options on any subsequent occasions. If at any time it is determined by the County that the Owner qualified for and received Housing Rehabilitation funds under fraudulent pretenses or statements, or by any other means of misrepresentation, the full amount of the DPL and this mortgage shall immediately become due and payable to the County by the Owner.

**10. Severability.** Notwithstanding anything herein contained, if any one or more of the provisions of this Agreement shall for any reason whatsoever be held to be illegal, invalid or unenforceable in any respect, such illegality, invalidity or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such illegal, invalid or unenforceable provision had never been contained herein.

**[Remainder of Page Intentionally Left Blank]**

Owner Initial: *PD*  
County Initial:



IN WITNESS WHEREOF, the parties hereto have cause this Agreement to be executed and made effective as of the date above first written.

By: Paula Daughtry  
Paula Daughtry

STATE OF FLORIDA  
COUNTY OF CLAY

Before me, this 10th day of December, 2015, personally appeared Paula Daughtry who acknowledges before me that she freely and voluntarily executed this Agreement for the purpose therein expressed.

SEAL:

Kathleen L. Baker  
Notary Public, State of Florida



Printed Name

☐ Personally Known or ☒ Produced Identification

Type of Identification: FLD236-661-40-795-0

Commission Expires: \_\_\_\_\_

[Remainder of Page Intentionally Left Blank]

Owner Initial: PD  
County Initial:

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Jody DeVane, as its Chair

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

Before me, this \_\_\_\_\_th day of December, 2015, personally appeared Jody DeVane who acknowledges before me that he freely and voluntarily executed this Agreement for the purpose therein expressed.

SEAL: \_\_\_\_\_  
Notary Public, State of Florida  
\_\_\_\_\_  
Printed Name  
  
☐ Personally Known or ☐ Produced Identification  
Type of Identification: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

[Remainder of Page Intentionally Left Blank]

Owner Initial: *PD*  
County Initial:

**EXHIBIT A**

**Legal Description of the Parcel:**

BEGINNING 264 FEET WEST OF THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF NORTHEAST QUARTER OF SECTION 36, T2S, R6E, THENCE RUN SOUTH 210 FEET; THENCE RUN WEST 210 FEET; THENCE RUN NORTH 210 FEET; THENCE EAST 210 FEET TO THE POINT OF BEGINNING. LESS AND EXCEPT ROAD RIGHT OF WAY

**[Remainder of Page Intentionally Left Blank]**

Owner Initial: *PD*  
County Initial:

**TAYLOR CDBG-HR PROGRAM  
DEFERRED PAYMENT LOAN AGREEMENT AND MORTGAGE**

**THIS AGREEMENT** (hereinafter referred to as the "Agreement") is made, as of December 10, 2015, by and between Robin Paulk of 10146 Fish Creek Rd., Perry, FL 32347 (hereinafter referred to as the "Owner") and the Taylor County Board of County Commissioners (hereinafter referred to as the "County").

**RECITALS:**

- A.** The Owner is the owner of that certain real property located in the Taylor County, in the State of Florida, that parcel being more particularly described in Exhibit A, attached hereto and made a part hereof, on which is constructed, as of the date of this Contract, that certain single-family housing unit located at 10146 Fish Creek Rd., Perry, FL 32347 (hereinafter referred to as the "Project Site").
- B.** The Owner has proposed to finance the cost of Demolition/New Construction on the Project Site from the proceeds of a Deferred Payment Loan (DPL) funded from a Community Development Block Grant Housing Rehabilitation (CDBG-HR) program through the State of Florida.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual promises set forth herein, the parties hereto, for themselves and for their respective successors and assigns, hereby agree as follows:

- 1. Incorporation of Recitals.** The foregoing recitals are hereby incorporated by reference as if fully set forth herein.
- 2. Principal.** The principal amount of the DPL shall be equal to \$950.00.
- 3. Term.** This Agreement shall be for 240 months from the date hereof, to remain in effect until December 10, 2021, at a zero percent (0%) annual rate of interest (hereinafter referred to as the "Term").
- 4. Amortization.** The DPL principal amount shall be forgiven in an equal amount on a monthly basis throughout the duration of the Term. Five percent (5%) of the principal amount of the DPL shall be forgiven each year. Repayment of the DPL, where applicable, shall be based upon the prorated principle balance for the unexpired term of the DPL.
- 5. Mortgage on Property.** For good and valuable considerations, and also in consideration of the aggregate sum named in the DPL of even date herewith, the mortgagor (the Owner) hereby grants, bargains, sells, aliens, remises, conveys and confirms unto the mortgagee (the County) a mortgage on that certain land described in Exhibit A. Said mortgage shall be released after the Owner has completed the full Term of this Agreement, or after the Owner has paid the prorated principle balance of the DPL to the County, in the event of the Owner's default of the terms of this Agreement.
- 6. Amendment.** This Agreement may not be modified except by an instrument in writing executed by each of the parties that are signatories hereto.
- 7. Headings and Titles.** The headings and titles to the sections of this Agreement are inserted for convenience only and shall not be deemed a part hereof nor affect the construction or interpretation of any provisions hereof.
- 8. IN THE EVENT THAT THE SOLE OWNER OR ALL OWNERS EXECUTING THIS AGREEMENT ARE DECEASED DURING THE 240 MONTH TERM THEREOF, THE AGREEMENT SHALL BE CONSIDERED SATISFIED, AND WILL NO LONGER CONSTITUTE A LIEN AGAINST THE PROPERTY.**

**9. Violations and Remedies.** Sale or transfer of ownership or right of occupancy of the Project Site by conveyance, lease or otherwise, during the 60 month term of this Agreement shall constitute a default. Upon default, the special assessment levied hereby shall be payable in full to the County within thirty (30) days after such default occurs; provided, however, that the governing authority of the County may, by resolution, provide for the payment of any lien in not more than ten (10) equal annual installments from the date of said resolution, with interest thereon not exceeding six percent (6%) per annum, on the unpaid balance. Nevertheless, the Owner of the property may pay the full amount of principal then remaining unpaid, plus accrued interest only, at any time. All unpaid sums, penalties and interest shall be and remain a lien on the above described real property in favor of the County and such lien shall have priority over all other liens and encumbrances whatsoever except any liens for federal, state and local taxes due on the property, and any liens (including mortgages) recorded before the recording of the Agreement. If this mortgage shall be in default for a period of thirty (30) days, the County may enforce the same by a suit in equity according to the provisions of the Florida Statutes or other applicable law, and the Owner shall be responsible for all costs incurred in such proceedings, including a reasonable attorney's fee. Failure of the County to exercise such default options shall not constitute a waiver of such options on any subsequent occasions. If at any time it is determined by the County that the Owner qualified for and received Housing Rehabilitation funds under fraudulent pretenses or statements, or by any other means of misrepresentation, the full amount of the DPL and this mortgage shall immediately become due and payable to the County by the Owner.

**10. Severability.** Notwithstanding anything herein contained, if any one or more of the provisions of this Agreement shall for any reason whatsoever be held to be illegal, invalid or unenforceable in any respect, such illegality, invalidity or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such illegal, invalid or unenforceable provision had never been contained herein.

**[Remainder of Page Intentionally Left Blank]**

IN WITNESS WHEREOF, the parties hereto have cause this Agreement to be executed and made effective as of the date above first written.

By: Robin Paulk  
Robin Paulk

STATE OF FLORIDA  
COUNTY OF CLAY

Before me, this 10th day of December, 2015, personally appeared Robin Paulk who acknowledges before me that she freely and voluntarily executed this Agreement for the purpose therein expressed.

SEAL:

Kathleen L. Baker  
Notary Public, State of Florida



Printed Name

☐ Personally Known or ☒ Produced Identification

Type of Identification: FL P 420-736-02-891-0

Commission Expires: \_\_\_\_\_

[Remainder of Page Intentionally Left Blank]

**TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS**

By: \_\_\_\_\_  
Jody DeVane, as its Chair

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

Before me, this \_\_\_\_\_th day of December, 2015, personally appeared Jody DeVane who acknowledges before me that he freely and voluntarily executed this Agreement for the purpose therein expressed.

SEAL: \_\_\_\_\_  
Notary Public, State of Florida  
\_\_\_\_\_  
Printed Name  
  
☐ Personally Known or ☐ Produced Identification  
Type of Identification: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

**[Remainder of Page Intentionally Left Blank]**

**EXHIBIT A**

**Legal Description of the Parcel:**

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 7 SOUTH, RANGE 9 EAST, THENCE RUN SOUTH 79 DEGREES 50 MINUTES WEST 460 FEET FOR A POINT OF BEGINNING, THENCE FROM SAID POINT OF BEGINNING RUN NORTH 210 FEET; THENCE RUN SOUTH 79 DEGREES 50 MINUTES WEST 210 FEET; THENCE SOUTH 210 FEET; THENCE NORTH 79 DEGREES 50 MINUTES 210 FEET TO THE POINT OF BEGINNING.  
CONTAINING ONE (1) ACRE, MORE OR LESS.

LESS AND EXCEPT: COMMENCE AT THE SOUTHEAST CORNER OF NORTHWEST QUARTER OF SOUTHWEST QUARTER OF SECTION 10 TOWNSHIP 7 SOUTH, RANGE 9 EAST, THENCE NORTH 533 FEET; THENCE WEST 595 FEET FOR A POINT OF BEGINNING; THENCE NORTH 210 FEET; THENCE WEST 75 FEET; THENCE SOUTH 210 FEET; THENCE EAST 75 FEET TO THE POINT OF BEGINNING, CONTAINING 36/100 OF AN ACRE.

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**TAYLOR CDBG-HR PROGRAM  
DEFERRED PAYMENT LOAN AGREEMENT AND MORTGAGE**

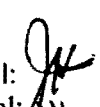
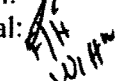
**THIS AGREEMENT** (hereinafter referred to as the "Agreement") is made, as of December 10, 2015, by and between Janet Hopkins of 1272 Langford Lane, Perry, FL 32347 (hereinafter referred to as the "Owner") and the Taylor County Board of County Commissioners (hereinafter referred to as the "County").

**RECITALS:**

- A. The Owner is the owner of that certain real property located in the Taylor County, in the State of Florida, that parcel being more particularly described in Exhibit A, attached hereto and made a part hereof, on which is constructed, as of the date of this Contract, that certain single-family housing unit located at 1272 Langford Lane, Perry, FL 32347 (hereinafter referred to as the "Project Site").
- B. The Owner has proposed to finance the cost of Demolition/New Construction on the Project Site from the proceeds of a Deferred Payment Loan (DPL) funded from a Community Development Block Grant Housing Rehabilitation (CDBG-HR) program through the State of Florida.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual promises set forth herein, the parties hereto, for themselves and for their respective successors and assigns, hereby agree as follows:




1. **Incorporation of Recitals.** The foregoing recitals are hereby incorporated by reference as if fully set forth herein.
2. **Principal.** The principal amount of the DPL shall be equal to \$63,200.00. 65,300 
3. **Term.** This Agreement shall be for 240 months from the date hereof, to remain in effect until December 10, 2035, at a zero percent (0%) annual rate of interest (hereinafter referred to as the "Term").
4. **Amortization.** The DPL principal amount shall be forgiven in an equal amount on a monthly basis throughout the duration of the Term. Five percent (5%) of the principal amount of the DPL shall be forgiven each year. Repayment of the DPL, where applicable, shall be based upon the prorated principle balance for the unexpired term of the DPL.
5. **Mortgage on Property.** For good and valuable considerations, and also in consideration of the aggregate sum named in the DPL of even date herewith, the mortgagor (the Owner) hereby grants, bargains, sells, aliens, remises, conveys and confirms unto the mortgagee (the County) a mortgage on that certain land described in Exhibit A. Said mortgage shall be released after the Owner has completed the full Term of this Agreement, or after the Owner has paid the prorated principle balance of the DPL to the County, in the event of the Owner's default of the terms of this Agreement.
6. **Amendment.** This Agreement may not be modified except by an instrument in writing executed by each of the parties that are signatories hereto.
7. **Headings and Titles.** The headings and titles to the sections of this Agreement are inserted for convenience only and shall not be deemed a part hereof nor affect the construction or interpretation of any provisions hereof.
8. **IN THE EVENT THAT THE SOLE OWNER OR ALL OWNERS EXECUTING THIS AGREEMENT ARE DECEASED DURING THE 240 MONTH TERM THEREOF, THE AGREEMENT SHALL BE CONSIDERED SATISFIED, AND WILL NO LONGER CONSTITUTE A LIEN AGAINST THE PROPERTY.**

Owner Initial:   
County Initial: 

9. **Violations and Remedies.** Sale or transfer of ownership or right of occupancy of the Project Site by conveyance, lease or otherwise, during the 60 month term of this Agreement shall constitute a default. Upon default, the special assessment levied hereby shall be payable in full to the County within thirty (30) days after such default occurs; provided, however, that the governing authority of the County may, by resolution, provide for the payment of any lien in not more than ten (10) equal annual installments from the date of said resolution, with interest thereon not exceeding six percent (6%) per annum, on the unpaid balance. Nevertheless, the Owner of the property may pay the full amount of principal then remaining unpaid, plus accrued interest only, at any time. All unpaid sums, penalties and interest shall be and remain a lien on the above described real property in favor of the County and such lien shall have priority over all other liens and encumbrances whatsoever except any liens for federal, state and local taxes due on the property, and any liens (including mortgages) recorded before the recording of the Agreement. If this mortgage shall be in default for a period of thirty (30) days, the County may enforce the same by a suit in equity according to the provisions of the Florida Statutes or other applicable law, and the Owner shall be responsible for all costs incurred in such proceedings, including a reasonable attorney's fee. Failure of the County to exercise such default options shall not constitute a waiver of such options on any subsequent occasions. If at any time it is determined by the County that the Owner qualified for and received Housing Rehabilitation funds under fraudulent pretenses or statements, or by any other means of misrepresentation, the full amount of the DPL and this mortgage shall immediately become due and payable to the County by the Owner.

10. **Severability.** Notwithstanding anything herein contained, if any one or more of the provisions of this Agreement shall for any reason whatsoever be held to be illegal, invalid or unenforceable in any respect, such illegality, invalidity or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such illegal, invalid or unenforceable provision had never been contained herein.

**[Remainder of Page Intentionally Left Blank]**

Owner Initial:   
County Initial:   


IN WITNESS WHEREOF, the parties hereto have cause this Agreement to be executed and made effective as of the date above first written.

By: Janet Hopkins  
Janet Hopkins

STATE OF FLORIDA  
COUNTY OF CLAY

Before me, this 10th day of December, 2015, personally appeared Janet Hopkins who acknowledges before me that she freely and voluntarily executed this Agreement for the purpose therein expressed.

SEAL:

Kathleen L. Baker  
Notary Public, State of Florida



Printed Name

☐ Personally Known or ☒ Produced Identification

Type of Identification: H/25-437-42-527-0

Commission Expires: \_\_\_\_\_

[Remainder of Page Intentionally Left Blank]

Owner Initial: [Signature]  
County Initial: [Signature]

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Jody DeVane, as its Chair

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

Before me, this \_\_\_\_\_th day of December, 2015, personally appeared Jody DeVane who acknowledges before me that he freely and voluntarily executed this Agreement for the purpose therein expressed.

SEAL:

\_\_\_\_\_  
Notary Public, State of Florida


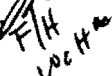
\_\_\_\_\_  
Printed Name

☐ Personally Known or ☐ Produced Identification

Type of Identification: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

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

Owner Initial:   
County Initial: 

**EXHIBIT A**

**Legal Description of the Parcel:**

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST ¼ OF SECTION 28, TOWNSHIP 4 SOUTH, RANGE 8 EAST, AND RUN SOUTH 0 DEGREES 24 MINUTES 0 SECONDS WEST, 1789.47 FEET; THENCE RUN NORTH 89 DEGREES 29 MINUTES 52 SECONDS EAST, 313.08 FEET TO THE POINT OF BEGINNING; THENCE FROM SAID POINT OF BEGINNING, RUN NORTH 4 DEGREES 4 MINUTES 45 SECONDS EAST, 419.99 FEET; THENCE RUN NORTH 12 DEGREES 48 MINUTES 10 SECONDS WEST, 226.52 FEET; THENCE RUN NORTH 89 DEGREES 52 MINUTES 24 SECONDS EAST, 539.44 FEET; THENCE RUN SOUTH 348.43 FEET; THENCE RUN SOUTH 89 DEGREES 52 MINUTES 24 SECONDS WEST, 202.31 FEET; THENCE RUN SOUTHWESTERLY TO THE POINT OF BEGINNING.

**[Remainder of Page Intentionally Left Blank]**

Owner Initial:   
County Initial:   


**TAYLOR CDBG-HR PROGRAM  
DEFERRED PAYMENT LOAN AGREEMENT AND MORTGAGE**


**THIS AGREEMENT** (hereinafter referred to as the "Agreement") is made, as of December 10, 2015, by and between Lisa & Michael Sinnott of 2737 W. US Hwy 98, Perry, FL 32347 (hereinafter referred to as the "Owner") and the Taylor County Board of County Commissioners (hereinafter referred to as the "County").

**RECITALS:**

- A. The Owner is the owner of that certain real property located in the Taylor County, in the State of Florida, that parcel being more particularly described in Exhibit A, attached hereto and made a part hereof, on which is constructed, as of the date of this Contract, that certain single-family housing unit located at 2737 W US Hwy 98, Perry, FL 32347 (hereinafter referred to as the "Project Site").
- B. The Owner has proposed to finance the cost of Rehabilitation on the Project Site from the proceeds of a Deferred Payment Loan (DPL) funded from a Community Development Block Grant Housing Rehabilitation (CDBG-HR) program through the State of Florida.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual promises set forth herein, the parties hereto, for themselves and for their respective successors and assigns, hereby agree as follows:

- 1. **Incorporation of Recitals.** The foregoing recitals are hereby incorporated by reference as if fully set forth herein.
- 2. **Principal.** The principal amount of the DPL shall be equal to \$31,790.00.
- 3. **Term.** This Agreement shall be for 60 months from the date hereof, to remain in effect until December 10, 2021, at a zero percent (0%) annual rate of interest (hereinafter referred to as the "Term").
- 4. **Amortization.** The DPL principal amount shall be forgiven in an equal amount on a monthly basis throughout the duration of the Term. Twenty percent (20%) of the principal amount of the DPL shall be forgiven each year. Repayment of the DPL, where applicable, shall be based upon the prorated principle balance for the unexpired term of the DPL.
- 5. **Mortgage on Property.** For good and valuable considerations, and also in consideration of the aggregate sum named in the DPL of even date herewith, the mortgagor (the Owner) hereby grants, bargains, sells, aliens, remises, conveys and confirms unto the mortgagee (the County) a mortgage on that certain land described in Exhibit A. Said mortgage shall be released after the Owner has completed the full Term of this Agreement, or after the Owner has paid the prorated principle balance of the DPL to the County, in the event of the Owner's default of the terms of this Agreement.
- 6. **Amendment.** This Agreement may not be modified except by an instrument in writing executed by each of the parties that are signatories hereto.
- 7. **Headings and Titles.** The headings and titles to the sections of this Agreement are inserted for convenience only and shall not be deemed a part hereof nor affect the construction or interpretation of any provisions hereof.
- 8. **IN THE EVENT THAT THE SOLE OWNER OR ALL OWNERS EXECUTING THIS AGREEMENT ARE DECEASED DURING THE 60 MONTH TERM THEREOF, THE AGREEMENT SHALL BE CONSIDERED SATISFIED, AND WILL NO LONGER CONSTITUTE A LIEN AGAINST THE PROPERTY.**



Owner Initial:  
County Initial:

9. **Violations and Remedies.** Sale or transfer of ownership or right of occupancy of the Project Site by conveyance, lease or otherwise, during the 60 month term of this Agreement shall constitute a default. Upon default, the special assessment levied hereby shall be payable in full to the County within thirty (30) days after such default occurs; provided, however, that the governing authority of the County may, by resolution, provide for the payment of any lien in not more than ten (10) equal annual installments from the date of said resolution, with interest thereon not exceeding six percent (6%) per annum, on the unpaid balance. Nevertheless, the Owner of the property may pay the full amount of principal then remaining unpaid, plus accrued interest only, at any time. All unpaid sums, penalties and interest shall be and remain a lien on the above described real property in favor of the County and such lien shall have priority over all other liens and encumbrances whatsoever except any liens for federal, state and local taxes due on the property, and any liens (including mortgages) recorded before the recording of the Agreement. If this mortgage shall be in default for a period of thirty (30) days, the County may enforce the same by a suit in equity according to the provisions of the Florida Statutes or other applicable law, and the Owner shall be responsible for all costs incurred in such proceedings, including a reasonable attorney's fee. Failure of the County to exercise such default options shall not constitute a waiver of such options on any subsequent occasions. If at any time it is determined by the County that the Owner qualified for and received Housing Rehabilitation funds under fraudulent pretenses or statements, or by any other means of misrepresentation, the full amount of the DPL and this mortgage shall immediately become due and payable to the County by the Owner.

10. **Severability.** Notwithstanding anything herein contained, if any one or more of the provisions of this Agreement shall for any reason whatsoever be held to be illegal, invalid or unenforceable in any respect, such illegality, invalidity or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such illegal, invalid or unenforceable provision had never been contained herein.

**[Remainder of Page Intentionally Left Blank]**

LS

IN WITNESS WHEREOF, the parties hereto have cause this Agreement to be executed and made effective as of the date above first written.

By: Lisa Sinnott  
Lisa Sinnott

5530 - 332-82-886-1

By: Michael Sinnott  
Michael Sinnott

5530 - 547-60-305-0

STATE OF FLORIDA  
COUNTY OF CLAY

Before me, this 10th day of December, 2015, personally appeared Lisa & Michael Sinnott who acknowledges before me that they freely and voluntarily executed this Agreement for the purpose therein expressed.

SEAL:



Kathleen L. Baker  
Notary Public, State of Florida

Printed Name

☐ Personally Known or ☒ Produced Identification

Type of Identification: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

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LS  
MA



**TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS**

By: \_\_\_\_\_  
Patricia Patterson, as its Chair

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

Before me, this 10th day of December, 2015, personally appeared Patricia Patterson who acknowledges before me that she freely and voluntarily executed this Agreement for the purpose therein expressed.

SEAL:

\_\_\_\_\_  
Notary Public, State of Florida

\_\_\_\_\_  
Printed Name

☐ Personally Known or ☐ Produced Identification

Type of Identification: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

**[Remainder of Page Intentionally Left Blank]**

LS  
MB

**EXHIBIT A**

**Legal Description of the Parcel:**

COMMENCE AT THE SOUTHWEST (SW) CORNER OF THE SOUTHEAST ONE QUARTER (SE ¼) OF THE SOUTHWEST ONE QUARTER (SW ¼) OF SECTION 27, TOWNSHIP 4 SOUTH, RANGE 7 EAST, RUN THENCE NORTH 0 DEGREES 42 MINUTES 22 SECONDS WEST ALONG THE FORTY ACRE LINE 375.0 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE NORTH 0 DEGREES 42 MINUTES 22 SECONDS WEST 533.31 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 98; RUN THENCE NORTH 65 DEGREES 11 MINUTES 08 SECONDS EAST ALONG SAID RIGHT OF WAY LINE 49.50 FEET; THENCE RUN SOUTH 0 DEGREES 42 MINUTES 22 SECONDS EAST 230.58 FEET; THENCE RUN EAST 152.82 FEET; THENCE RUN SOUTH 0 DEGREES 42 MINUTES 22 SECONDS EAST 188.41 FEET; THENCE RUN EAST 12.0 FEET; THENCE RUN SOUTH 0 DEGREES 42 MINUTES 22 SECONDS EAST 45.0 FEET; THENCE RUN WEST 210.0 FEET TO THE POINT OF BEGINNING.

SAID LAND SITUATE, LYING AND BEING IN TAYLOR COUNTY, FLORIDA.

**[Remainder of Page Intentionally Left Blank]**

LS  
MTH

**TAYLOR CDBG-HR PROGRAM**  
**DEFERRED PAYMENT LOAN AGREEMENT AND MORTGAGE**

**THIS AGREEMENT** (hereinafter referred to as the "Agreement") is made, as of December 10, 2015, by and between Wendy Raulerson of 6637 Potts Still Rd., Perry, FL 32347 (hereinafter referred to as the "Owner") and the Taylor County Board of County Commissioners (hereinafter referred to as the "County").

**RECITALS:**

- A. The Owner is the owner of that certain real property located in the Taylor County, in the State of Florida, that parcel being more particularly described in Exhibit A, attached hereto and made a part hereof, on which is constructed, as of the date of this Contract, that certain single-family housing unit located at 6637 Potts Still Rd., Perry, FL 32347 (hereinafter referred to as the "Project Site").
- B. The Owner has proposed to finance the cost of Demolition/New Construction on the Project Site from the proceeds of a Deferred Payment Loan (DPL) funded from a Community Development Block Grant Housing Rehabilitation (CDBG-HR) program through the State of Florida.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual promises set forth herein, the parties hereto, for themselves and for their respective successors and assigns, hereby agree as follows:

- 1. **Incorporation of Recitals.** The foregoing recitals are hereby incorporated by reference as if fully set forth herein.
- 2. **Principal.** The principal amount of the DPL shall be equal to ~~\$65,300.00~~ 63,240 <sup>WK</sup> (A)
- 3. **Term.** This Agreement shall be for 240 months from the date hereof, to remain in effect until December 10, 2035, at a zero percent (0%) annual rate of interest (hereinafter referred to as the "Term").
- 4. **Amortization.** The DPL principal amount shall be forgiven in an equal amount on a monthly basis throughout the duration of the Term. Five percent (5%) of the principal amount of the DPL shall be forgiven each year. Repayment of the DPL, where applicable, shall be based upon the prorated principle balance for the unexpired term of the DPL.
- 5. **Mortgage on Property.** For good and valuable considerations, and also in consideration of the aggregate sum named in the DPL of even date herewith, the mortgagor (the Owner) hereby grants, bargains, sells, aliens, remises, conveys and confirms unto the mortgagee (the County) a mortgage on that certain land described in Exhibit A. Said mortgage shall be released after the Owner has completed the full Term of this Agreement, or after the Owner has paid the prorated principle balance of the DPL to the County, in the event of the Owner's default of the terms of this Agreement.
- 6. **Amendment.** This Agreement may not be modified except by an instrument in writing executed by each of the parties that are signatories hereto.
- 7. **Headings and Titles.** The headings and titles to the sections of this Agreement are inserted for convenience only and shall not be deemed a part hereof nor affect the construction or interpretation of any provisions hereof.
- 8. **IN THE EVENT THAT THE SOLE OWNER OR ALL OWNERS EXECUTING THIS AGREEMENT ARE DECEASED DURING THE 240 MONTH TERM THEREOF, THE AGREEMENT SHALL BE CONSIDERED SATISFIED, AND WILL NO LONGER CONSTITUTE A LIEN AGAINST THE PROPERTY.**

Owner Initial: WR  
County Initial: FW  
WK

9. **Violations and Remedies.** Sale or transfer of ownership or right of occupancy of the Project Site by conveyance, lease or otherwise, during the 60 month term of this Agreement shall constitute a default. Upon default, the special assessment levied hereby shall be payable in full to the County within thirty (30) days after such default occurs; provided, however, that the governing authority of the County may, by resolution, provide for the payment of any lien in not more than ten (10) equal annual installments from the date of said resolution, with interest thereon not exceeding six percent (6%) per annum, on the unpaid balance. Nevertheless, the Owner of the property may pay the full amount of principal then remaining unpaid, plus accrued interest only, at any time. All unpaid sums, penalties and interest shall be and remain a lien on the above described real property in favor of the County and such lien shall have priority over all other liens and encumbrances whatsoever except any liens for federal, state and local taxes due on the property, and any liens (including mortgages) recorded before the recording of the Agreement. If this mortgage shall be in default for a period of thirty (30) days, the County may enforce the same by a suit in equity according to the provisions of the Florida Statutes or other applicable law, and the Owner shall be responsible for all costs incurred in such proceedings, including a reasonable attorney's fee. Failure of the County to exercise such default options shall not constitute a waiver of such options on any subsequent occasions. If at any time it is determined by the County that the Owner qualified for and received Housing Rehabilitation funds under fraudulent pretenses or statements, or by any other means of misrepresentation, the full amount of the DPL and this mortgage shall immediately become due and payable to the County by the Owner.

10. **Severability.** Notwithstanding anything herein contained, if any one or more of the provisions of this Agreement shall for any reason whatsoever be held to be illegal, invalid or unenforceable in any respect, such illegality, invalidity or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such illegal, invalid or unenforceable provision had never been contained herein.

**[Remainder of Page Intentionally Left Blank]**

Owner Initial: *WJH*  
County Initial: *WJH*

IN WITNESS WHEREOF, the parties hereto have cause this Agreement to be executed and made effective as of the date above first written.

By: Wendy Raulerson  
Wendy Raulerson

STATE OF FLORIDA  
COUNTY OF CLAY

Before me, this 10th day of December, 2015, personally appeared Wendy Raulerson who acknowledges before me that she freely and voluntarily executed this Agreement for the purpose therein expressed.

SEAL:

Kathleen L. Baker  
Notary Public, State of Florida



\_\_\_\_\_  
Printed Name

☐ Personally Known or ☒ Produced Identification

Type of Identification: R462 880 64 B430

Commission Expires: \_\_\_\_\_

[Remainder of Page Intentionally Left Blank]

Owner Initial: WR  
County Initial: FLA  
WLR

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Jody DeVane, as its Chair

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

Before me, this \_\_\_\_\_th day of December, 2015, personally appeared Jody DeVane who acknowledges before me that he freely and voluntarily executed this Agreement for the purpose therein expressed.

SEAL: \_\_\_\_\_  
Notary Public, State of Florida  
\_\_\_\_\_  
Printed Name  
  
☐ Personally Known or ☐ Produced Identification  
Type of Identification: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

[Remainder of Page Intentionally Left Blank]

Owner Initial: WF  
County Initial: F/H  
WCH

**EXHIBIT A**

**Legal Description of the Parcel:**

COMMENCE AT THE SOUTHWEST (SW) CORNER OF THE NORTHWEST QUARTER (NW ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 7 EAST; THENCE RUN NORTH ALONG THE WEST FORTY ACRE LINE 400.00 FEET FOR THE POINT OF BEGINNING; THENCE RUN NORTH 89 DEGREES 16 MINUTES 55 SECONDS EAST PARALLEL WITH THE SOUTH FORTY ACRE LINE OF SAID NORTHWEST ¼ OF SOUTHEAST ¼ 1618.64 FEET TO A POINT ON THE WEST R/W LINE OF POTTS STILL ROAD; THENCE RUN NORTH 00 DEGREES 51 MINUTES 11 SECONDS EAST ALONG SAID R/W LINE 400.12 FEET; THENCE RUN SOUTH 89 DEGREES 16 MINUTES 55 SECONDS WEST 1624.50 FEET TO A POINT ON THE WEST FORTY ACRE LINE OF SAID NORTHWEST ¼ OF SOUTHEAST ¼; THENCE RUN SOUTH ALONG SAID WEST FORTY ACRE LINE 400.00 FEET TO THE POINT OF BEGINNING. CONTAINING 14.89 ACRES.

**[Remainder of Page Intentionally Left Blank]**

Owner Initial: *WR*  
County Initial: *F/H*  
*WCH*

**TAYLOR CDBG-HR PROGRAM  
DEFERRED PAYMENT LOAN AGREEMENT AND MORTGAGE**

**THIS AGREEMENT** (hereinafter referred to as the "Agreement") is made, as of December 10, 2015, by and between Bennie & Sabra Farnell of 2470 US Hwy 98 W, Perry, FL 32347 (hereinafter referred to as the "Owner") and the Taylor County Board of County Commissioners (hereinafter referred to as the "County").

**RECITALS:**

- A. The Owner is the owner of that certain real property located in the Taylor County, in the State of Florida, that parcel being more particularly described in Exhibit A, attached hereto and made a part hereof, on which is constructed, as of the date of this Contract, that certain single-family housing unit located at 2470 US Hwy 98 W, Perry, FL 32347 (hereinafter referred to as the "Project Site").
- B. The Owner has proposed to finance the cost of Demolition/New Construction on the Project Site from the proceeds of a Deferred Payment Loan (DPL) funded from a Community Development Block Grant Housing Rehabilitation (CDBG-HR) program through the State of Florida.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual promises set forth herein, the parties hereto, for themselves and for their respective successors and assigns, hereby agree as follows:

- 1. **Incorporation of Recitals.** The foregoing recitals are hereby incorporated by reference as if fully set forth herein.
- 2. **Principal.** The principal amount of the DPL shall be equal to \$1,450.00.
- 3. **Term.** This Agreement shall be for 240 months from the date hereof, to remain in effect until December 10, 2035, at a zero percent (0%) annual rate of interest (hereinafter referred to as the "Term").
- 4. **Amortization.** The DPL principal amount shall be forgiven in an equal amount on a monthly basis throughout the duration of the Term. Five percent (5%) of the principal amount of the DPL shall be forgiven each year. Repayment of the DPL, where applicable, shall be based upon the prorated principle balance for the unexpired term of the DPL.
- 5. **Mortgage on Property.** For good and valuable considerations, and also in consideration of the aggregate sum named in the DPL of even date herewith, the mortgagor (the Owner) hereby grants, bargains, sells, aliens, remises, conveys and confirms unto the mortgagee (the County) a mortgage on that certain land described in Exhibit A. Said mortgage shall be released after the Owner has completed the full Term of this Agreement, or after the Owner has paid the prorated principle balance of the DPL to the County, in the event of the Owner's default of the terms of this Agreement.
- 6. **Amendment.** This Agreement may not be modified except by an instrument in writing executed by each of the parties that are signatories hereto.
- 7. **Headings and Titles.** The headings and titles to the sections of this Agreement are inserted for convenience only and shall not be deemed a part hereof nor affect the construction or interpretation of any provisions hereof.
- 8. **IN THE EVENT THAT THE SOLE OWNER OR ALL OWNERS EXECUTING THIS AGREEMENT ARE DECEASED DURING THE 240 MONTH TERM THEREOF, THE AGREEMENT SHALL BE CONSIDERED SATISFIED, AND WILL NO LONGER CONSTITUTE A LIEN AGAINST THE PROPERTY.**

Owner Initial: BOA SF  
County Initial:



9. **Violations and Remedies.** Sale or transfer of ownership or right of occupancy of the Project Site by conveyance, lease or otherwise, during the 60 month term of this Agreement shall constitute a default. Upon default, the special assessment levied hereby shall be payable in full to the County within thirty (30) days after such default occurs; provided, however, that the governing authority of the County may, by resolution, provide for the payment of any lien in not more than ten (10) equal annual installments from the date of said resolution, with interest thereon not exceeding six percent (6%) per annum, on the unpaid balance. Nevertheless, the Owner of the property may pay the full amount of principal then remaining unpaid, plus accrued interest only, at any time. All unpaid sums, penalties and interest shall be and remain a lien on the above described real property in favor of the County and such lien shall have priority over all other liens and encumbrances whatsoever except any liens for federal, state and local taxes due on the property, and any liens (including mortgages) recorded before the recording of the Agreement. If this mortgage shall be in default for a period of thirty (30) days, the County may enforce the same by a suit in equity according to the provisions of the Florida Statutes or other applicable law, and the Owner shall be responsible for all costs incurred in such proceedings, including a reasonable attorney's fee. Failure of the County to exercise such default options shall not constitute a waiver of such options on any subsequent occasions. If at any time it is determined by the County that the Owner qualified for and received Housing Rehabilitation funds under fraudulent pretenses or statements, or by any other means of misrepresentation, the full amount of the DPL and this mortgage shall immediately become due and payable to the County by the Owner.
10. **Severability.** Notwithstanding anything herein contained, if any one or more of the provisions of this Agreement shall for any reason whatsoever be held to be illegal, invalid or unenforceable in any respect, such illegality, invalidity or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such illegal, invalid or unenforceable provision had never been contained herein.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have cause this Agreement to be executed and made effective as of the date above first written.

By: Bennie Farnell  
Bennie Farnell

By: Sabra Farnell  
Sabra Farnell

STATE OF FLORIDA  
COUNTY OF CLAY

Before me, this 10th day of December, 2015, personally appeared Bennie & Sabra Farnell who acknowledges before me that they freely and voluntarily executed this Agreement for the purpose therein expressed.

SEAL:

Kathleen L. Baker  
Notary Public, State of Florida



Printed Name

☐ Personally Known or ☒ Produced Identification

Type of Identification: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

[Remainder of Page Intentionally Left Blank]

Owner Initial: BDA SF  
County Initial:

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Jody DeVane, as its Chair

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

Before me, this \_\_\_\_\_th day of December, 2015, personally appeared Jody DeVane who acknowledges before me that he freely and voluntarily executed this Agreement for the purpose therein expressed.

SEAL: \_\_\_\_\_  
Notary Public, State of Florida  
\_\_\_\_\_  
Printed Name  
  
☐ Personally Known or ☐ Produced Identification  
Type of Identification: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

[Remainder of Page Intentionally Left Blank]

Owner Initial: BD4 SF  
County Initial:

**EXHIBIT A**

**Legal Description of the Parcel:**

COMMENCING AT THE POINT OF INTERSECTION OF THE NORTHWESTERN BOUNDARY LINE OF THE LIVE OAK, PERRY AND GULF RAILROAD RIGHT-OF-WAY WITH THE EAST BOUNDARY LINE OF THE NW1/4 OF THE SE1/4 OF SECTION 27, TOWNSHIP 4 SOUTH, RANGE 7 EAST; THENCE RUNNING SOUTHWESTERLY ALONG SAID RIGHT-OF-WAY BOUNDARY LINE 1163.5 FEET FOR THE POINT OF BEGINNING. THENCE FROM SAID POB RUN NORTH 322.6 FEET; THENCE RUN SOUTHWESTERLY PARALLEL WITH SAID RAILROAD RIGHT-OF-WAY LINE 273.50 FEET; THENCE RUN SOUTH 322.60 FEET TO THE NORTHWESTERN BOUNDARY LINE OF SAID RAILROAD; THENCE RUN NORTHEASTERLY ALONG SAID RAILROAD BOUNDARY LINE 273.5 FEET TO THE POINT OF BEGINNING. CONTAINING 1.88 ACRES.

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Owner Initial: *BD4 SF*  
County Initial:

**TAYLOR CDBG-HR PROGRAM  
DEFERRED PAYMENT LOAN AGREEMENT AND MORTGAGE**

**THIS AGREEMENT** (hereinafter referred to as the "Agreement") is made, as of December 10, 2015, by and between Alice Willis of 1220 Glennis Cruce Rd., Perry, FL 32347 (hereinafter referred to as the "Owner") and the Taylor County Board of County Commissioners (hereinafter referred to as the "County").

**RECITALS:**

- A. The Owner is the owner of that certain real property located in the Taylor County, in the State of Florida, that parcel being more particularly described in Exhibit A, attached hereto and made a part hereof, on which is constructed, as of the date of this Contract, that certain single-family housing unit located at 1220 Glennis Cruce Rd., Perry, FL 32347 (hereinafter referred to as the "Project Site").
- B. The Owner has proposed to finance the cost of Demolition/New Construction on the Project Site from the proceeds of a Deferred Payment Loan (DPL) funded from a Community Development Block Grant Housing Rehabilitation (CDBG-HR) program through the State of Florida.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual promises set forth herein, the parties hereto, for themselves and for their respective successors and assigns, hereby agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals are hereby incorporated by reference as if fully set forth herein.
2. **Principal.** The principal amount of the DPL shall be equal to \$63,950.00.
3. **Term.** This Agreement shall be for 240 months from the date hereof, to remain in effect until December 10, 2035, at a zero percent (0%) annual rate of interest (hereinafter referred to as the "Term").
4. **Amortization.** The DPL principal amount shall be forgiven in an equal amount on a monthly basis throughout the duration of the Term. Five percent (5%) of the principal amount of the DPL shall be forgiven each year. Repayment of the DPL, where applicable, shall be based upon the prorated principle balance for the unexpired term of the DPL.
5. **Mortgage on Property.** For good and valuable considerations, and also in consideration of the aggregate sum named in the DPL of even date herewith, the mortgagor (the Owner) hereby grants, bargains, sells, aliens, remises, conveys and confirms unto the mortgagee (the County) a mortgage on that certain land described in Exhibit A. Said mortgage shall be released after the Owner has completed the full Term of this Agreement, or after the Owner has paid the prorated principle balance of the DPL to the County, in the event of the Owner's default of the terms of this Agreement.
6. **Amendment.** This Agreement may not be modified except by an instrument in writing executed by each of the parties that are signatories hereto.
7. **Headings and Titles.** The headings and titles to the sections of this Agreement are inserted for convenience only and shall not be deemed a part hereof nor affect the construction or interpretation of any provisions hereof.
8. **IN THE EVENT THAT THE SOLE OWNER OR ALL OWNERS EXECUTING THIS AGREEMENT ARE DECEASED DURING THE 240 MONTH TERM THEREOF, THE AGREEMENT SHALL BE CONSIDERED SATISFIED, AND WILL NO LONGER CONSTITUTE A LIEN AGAINST THE PROPERTY.**

Owner Initial: AW  
County Initial:

9. **Violations and Remedies.** Sale or transfer of ownership or right of occupancy of the Project Site by conveyance, lease or otherwise, during the 60 month term of this Agreement shall constitute a default. Upon default, the special assessment levied hereby shall be payable in full to the County within thirty (30) days after such default occurs; provided, however, that the governing authority of the County may, by resolution, provide for the payment of any lien in not more than ten (10) equal annual installments from the date of said resolution, with interest thereon not exceeding six percent (6%) per annum, on the unpaid balance. Nevertheless, the Owner of the property may pay the full amount of principal then remaining unpaid, plus accrued interest only, at any time. All unpaid sums, penalties and interest shall be and remain a lien on the above described real property in favor of the County and such lien shall have priority over all other liens and encumbrances whatsoever except any liens for federal, state and local taxes due on the property, and any liens (including mortgages) recorded before the recording of the Agreement. If this mortgage shall be in default for a period of thirty (30) days, the County may enforce the same by a suit in equity according to the provisions of the Florida Statutes or other applicable law, and the Owner shall be responsible for all costs incurred in such proceedings, including a reasonable attorney's fee. Failure of the County to exercise such default options shall not constitute a waiver of such options on any subsequent occasions. If at any time it is determined by the County that the Owner qualified for and received Housing Rehabilitation funds under fraudulent pretenses or statements, or by any other means of misrepresentation, the full amount of the DPL and this mortgage shall immediately become due and payable to the County by the Owner.
10. **Severability.** Notwithstanding anything herein contained, if any one or more of the provisions of this Agreement shall for any reason whatsoever be held to be illegal, invalid or unenforceable in any respect, such illegality, invalidity or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such illegal, invalid or unenforceable provision had never been contained herein.

[Remainder of Page Intentionally Left Blank]

Owner Initial: *AW*  
County Initial:

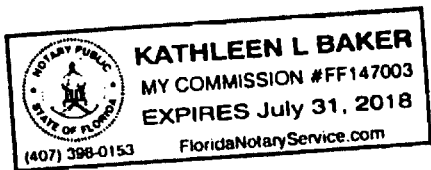
IN WITNESS WHEREOF, the parties hereto have cause this Agreement to be executed and made effective as of the date above first written.

By: *Alice Willis*  
Alice Willis

STATE OF FLORIDA  
COUNTY OF CLAY

Before me, this 10th day of December, 2015, personally appeared Alice Willis who acknowledges before me that she freely and voluntarily executed this Agreement for the purpose therein expressed.

SEAL:



*Kathleen L. Baker*  
Notary Public, State of Florida

Printed Name

☐ Personally Known or ☒ Produced Identification

Type of Identification: W420-520-28-790-0

Commission Expires: \_\_\_\_\_

[Remainder of Page Intentionally Left Blank]

Owner Initial: Aw  
County Initial:

**TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS**

By: \_\_\_\_\_  
Jody DeVane, as its Chair

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

Before me, this \_\_\_\_\_th day of December, 2015, personally appeared Jody DeVane who acknowledges before me that he freely and voluntarily executed this Agreement for the purpose therein expressed.

SEAL: \_\_\_\_\_  
Notary Public, State of Florida  
\_\_\_\_\_  
Printed Name  
  
☐ Personally Known or ☐ Produced Identification  
Type of Identification: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

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**EXHIBIT A**

**Legal Description of the Parcel:**

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 6, TOWNSHIP 4 SOUTH, RANGE 8 EAST; TAYLOR COUNTY, FLORIDA; THENCE RUN NORTH 1029 FEET FOR THE POINT OF BEGINNING; THENCE RUN SOUTH 89 DEGREES WEST 311.75 FEET; THENCE RUN NORTH 202 FEET; THENCE RUN EAST TO THE WEST RIGHT OF WAY LINE OF A COUNTY ROAD; THENCE RUN SOUTH 202 FEET BACK TO THE POINT OF BEGINNING.

**[Remainder of Page Intentionally Left Blank]**

**TAYLOR CDBG-HR PROGRAM  
DEFERRED PAYMENT LOAN AGREEMENT AND MORTGAGE**

**THIS AGREEMENT** (hereinafter referred to as the "Agreement") is made, as of December 10, 2015, by and between Alice Casselman of 3820 Mclean St., Greenville, FL 32331 (hereinafter referred to as the "Owner") and the Taylor County Board of County Commissioners (hereinafter referred to as the "County").

**RECITALS:**

- A. The Owner is the owner of that certain real property located in the Taylor County, in the State of Florida, that parcel being more particularly described in Exhibit A, attached hereto and made a part hereof, on which is constructed, as of the date of this Contract, that certain single-family housing unit located at 3820 Mclean St., Greenville, FL 32331 (hereinafter referred to as the "Project Site").
- B. The Owner has proposed to finance the cost of Demolition/New Construction on the Project Site from the proceeds of a Deferred Payment Loan (DPL) funded from a Community Development Block Grant Housing Rehabilitation (CDBG-HR) program through the State of Florida.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual promises set forth herein, the parties hereto, for themselves and for their respective successors and assigns, hereby agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals are hereby incorporated by reference as if fully set forth herein.
2. **Principal.** The principal amount of the DPL shall be equal to \$65,987.00.
3. **Term.** This Agreement shall be for 240 months from the date hereof, to remain in effect until December 10, 2035, at a zero percent (0%) annual rate of interest (hereinafter referred to as the "Term").
4. **Amortization.** The DPL principal amount shall be forgiven in an equal amount on a monthly basis throughout the duration of the Term. Five percent (5%) of the principal amount of the DPL shall be forgiven each year. Repayment of the DPL, where applicable, shall be based upon the prorated principle balance for the unexpired term of the DPL.
5. **Mortgage on Property.** For good and valuable considerations, and also in consideration of the aggregate sum named in the DPL of even date herewith, the mortgagor (the Owner) hereby grants, bargains, sells, aliens, remises, conveys and confirms unto the mortgagee (the County) a mortgage on that certain land described in Exhibit A. Said mortgage shall be released after the Owner has completed the full Term of this Agreement, or after the Owner has paid the prorated principle balance of the DPL to the County, in the event of the Owner's default of the terms of this Agreement.
6. **Amendment.** This Agreement may not be modified except by an instrument in writing executed by each of the parties that are signatories hereto.
7. **Headings and Titles.** The headings and titles to the sections of this Agreement are inserted for convenience only and shall not be deemed a part hereof nor affect the construction or interpretation of any provisions hercof.
8. **IN THE EVENT THAT THE SOLE OWNER OR ALL OWNERS EXECUTING THIS AGREEMENT ARE DECEASED DURING THE 240 MONTH TERM THEREOF, THE AGREEMENT SHALL BE CONSIDERED SATISFIED, AND WILL NO LONGER CONSTITUTE A LIEN AGAINST THE PROPERTY.**

Owner Initial: *AMC*  
County Initial:

9. **Violations and Remedies.** Sale or transfer of ownership or right of occupancy of the Project Site by conveyance, lease or otherwise, during the 60 month term of this Agreement shall constitute a default. Upon default, the special assessment levied hereby shall be payable in full to the County within thirty (30) days after such default occurs; provided, however, that the governing authority of the County may, by resolution, provide for the payment of any lien in not more than ten (10) equal annual installments from the date of said resolution, with interest thereon not exceeding six percent (6%) per annum, on the unpaid balance. Nevertheless, the Owner of the property may pay the full amount of principal then remaining unpaid, plus accrued interest only, at any time. All unpaid sums, penalties and interest shall be and remain a lien on the above described real property in favor of the County and such lien shall have priority over all other liens and encumbrances whatsoever except any liens for federal, state and local taxes due on the property, and any liens (including mortgages) recorded before the recording of the Agreement. If this mortgage shall be in default for a period of thirty (30) days, the County may enforce the same by a suit in equity according to the provisions of the Florida Statutes or other applicable law, and the Owner shall be responsible for all costs incurred in such proceedings, including a reasonable attorney's fee. Failure of the County to exercise such default options shall not constitute a waiver of such options on any subsequent occasions. If at any time it is determined by the County that the Owner qualified for and received Housing Rehabilitation funds under fraudulent pretenses or statements, or by any other means of misrepresentation, the full amount of the DPL and this mortgage shall immediately become due and payable to the County by the Owner.

10. **Severability.** Notwithstanding anything herein contained, if any one or more of the provisions of this Agreement shall for any reason whatsoever be held to be illegal, invalid or unenforceable in any respect, such illegality, invalidity or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such illegal, invalid or unenforceable provision had never been contained herein.

**[Remainder of Page Intentionally Left Blank]**

IN WITNESS WHEREOF, the parties hereto have cause this Agreement to be executed and made effective as of the date above first written.

By: Alice Casselman  
Alice Casselman

STATE OF FLORIDA  
COUNTY OF Collier

Before me, this 10th day of December, 2015, personally appeared Alice Casselman who acknowledges before me that she freely and voluntarily executed this Agreement for the purpose therein expressed.

SEAL:

Kathleen L. Baker  
Notary Public, State of Florida



Printed Name

☐ Personally Known or ☒ Produced Identification

Type of Identification: C295-033-66-850-0

Commission Expires: \_\_\_\_\_

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**TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS**

By: \_\_\_\_\_  
Jody Devane, as its Chair

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

Before me, this \_\_\_\_\_th day of December, 2015, personally appeared Jody DeVane who acknowledges before me that he freely and voluntarily executed this Agreement for the purpose therein expressed.

SEAL: \_\_\_\_\_  
Notary Public, State of Florida  
\_\_\_\_\_  
Printed Name  
  
☐ Personally Known or ☐ Produced Identification  
Type of Identification: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

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**EXHIBIT A**

**Legal Description of the Parcel:**

LOTS H, I, AND K OF BLOCK FOURTEEN (14) OF THE TOWN OF SHADY GROVE FLORIDA, ACCORDING TO McLEAN, MORGAN & COMPANY'S PLAT OF SAID TOWN, WHICH SAID PLAT IS OF RECORD IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF TAYLOR COUNTY, FLORIDA.

ALSO: THAT PART OF CAMPBELL STREET IN THE MCLEAN, MORGAN AND COMPANY'S SUBDIVISION IN SECTION 28, TOWNSHIP 2 SOUTH, RANGE 7 EAST, AND THAT PART OF THE ALLEY RUNNING THRU BLOCK 14 DESCRIBED AS: COMMENCE AT THE SOUTHWEST CORNER OF LOT K BLOCK 14 OF McLEAN, MORGAN AND COMPANY'S SUBDIVISION FOR A POINT OF BEGINNING; THENCE RUN WEST 25 FEET TO THE CENTER OF CAMPBELL STREET, THENCE RUN NORTH 97.5 FEET, THENCE RUN EAST 65 FEET, THENCE RUN SOUTH 7.5 FEET TO THE NORTHEAST CORNER OF LOT K, THENCE RUN WEST 40 FEET, THENCE RUN SOUTH 90 FEET TO THE POINT OF BEGINNING. BEING IN SECTION 28, TOWNSHIP 2 SOUTH, RANGE 7 EAST, TAYLOR COUNTY, FLORIDA.

**[Remainder of Page Intentionally Left Blank]**

**TAYLOR CDBG-HR PROGRAM**  
**DEFERRED PAYMENT LOAN AGREEMENT AND MORTGAGE**

**THIS AGREEMENT** (hereinafter referred to as the "Agreement") is made, as of December 10, 2015, by and between Summer Grantham of 793 Ma Dixon Rd., Perry, FL 32347 (hereinafter referred to as the "Owner") and the Taylor County Board of County Commissioners (hereinafter referred to as the "County").

**RECITALS:**

- A. The Owner is the owner of that certain real property located in the Taylor County, in the State of Florida, that parcel being more particularly described in Exhibit A, attached hereto and made a part hereof, on which is constructed, as of the date of this Contract, that certain single-family housing unit located at 793 Ma Dixon Rd., Perry, FL 32347 (hereinafter referred to as the "Project Site").
- B. The Owner has proposed to finance the cost of Demolition/New Construction on the Project Site from the proceeds of a Deferred Payment Loan (DPL) funded from a Community Development Block Grant Housing Rehabilitation (CDBG-HR) program through the State of Florida.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual promises set forth herein, the parties hereto, for themselves and for their respective successors and assigns, hereby agree as follows:

- 1. **Incorporation of Recitals.** The foregoing recitals are hereby incorporated by reference as if fully set forth herein.
- 2. **Principal.** The principal amount of the DPL shall be equal to \$79,145.00.
- 3. **Term.** This Agreement shall be for 240 months from the date hereof, to remain in effect until December 10, 2035, at a zero percent (0%) annual rate of interest (hereinafter referred to as the "Term").
- 4. **Amortization.** The DPL principal amount shall be forgiven in an equal amount on a monthly basis throughout the duration of the Term. Five percent (5%) of the principal amount of the DPL shall be forgiven each year. Repayment of the DPL, where applicable, shall be based upon the prorated principle balance for the unexpired term of the DPL.
- 5. **Mortgage on Property.** For good and valuable considerations, and also in consideration of the aggregate sum named in the DPL of even date herewith, the mortgagor (the Owner) hereby grants, bargains, sells, aliens, remises, conveys and confirms unto the mortgagee (the County) a mortgage on that certain land described in Exhibit A. Said mortgage shall be released after the Owner has completed the full Term of this Agreement, or after the Owner has paid the prorated principle balance of the DPL to the County, in the event of the Owner's default of the terms of this Agreement.
- 6. **Amendment.** This Agreement may not be modified except by an instrument in writing executed by each of the parties that are signatories hereto.
- 7. **Headings and Titles.** The headings and titles to the sections of this Agreement are inserted for convenience only and shall not be deemed a part hereof nor affect the construction or interpretation of any provisions hereof.
- 8. **IN THE EVENT THAT THE SOLE OWNER OR ALL OWNERS EXECUTING THIS AGREEMENT ARE DECEASED DURING THE 240 MONTH TERM THEREOF, THE AGREEMENT SHALL BE CONSIDERED SATISFIED, AND WILL NO LONGER CONSTITUTE A LIEN AGAINST THE PROPERTY.**

Owner Initial:  
County Initial:



9. **Violations and Remedies.** Sale or transfer of ownership or right of occupancy of the Project Site by conveyance, lease or otherwise, during the 60 month term of this Agreement shall constitute a default. Upon default, the special assessment levied hereby shall be payable in full to the County within thirty (30) days after such default occurs; provided, however, that the governing authority of the County may, by resolution, provide for the payment of any lien in not more than ten (10) equal annual installments from the date of said resolution, with interest thereon not exceeding six percent (6%) per annum, on the unpaid balance. Nevertheless, the Owner of the property may pay the full amount of principal then remaining unpaid, plus accrued interest only, at any time. All unpaid sums, penalties and interest shall be and remain a lien on the above described real property in favor of the County and such lien shall have priority over all other liens and encumbrances whatsoever except any liens for federal, state and local taxes due on the property, and any liens (including mortgages) recorded before the recording of the Agreement. If this mortgage shall be in default for a period of thirty (30) days, the County may enforce the same by a suit in equity according to the provisions of the Florida Statutes or other applicable law, and the Owner shall be responsible for all costs incurred in such proceedings, including a reasonable attorney's fee. Failure of the County to exercise such default options shall not constitute a waiver of such options on any subsequent occasions. If at any time it is determined by the County that the Owner qualified for and received Housing Rehabilitation funds under fraudulent pretenses or statements, or by any other means of misrepresentation, the full amount of the DPL and this mortgage shall immediately become due and payable to the County by the Owner.

10. **Severability.** Notwithstanding anything herein contained, if any one or more of the provisions of this Agreement shall for any reason whatsoever be held to be illegal, invalid or unenforceable in any respect, such illegality, invalidity or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such illegal, invalid or unenforceable provision had never been contained herein.

**[Remainder of Page Intentionally Left Blank]**

Owner Initial:  
County Initial:





IN WITNESS WHEREOF, the parties hereto have cause this Agreement to be executed and made effective as of the date above first written.

By: Summer Grantham  
Summer Grantham

STATE OF FLORIDA  
COUNTY OF CLAY

Before me, this 10th day of December, 2015, personally appeared Summer Grantham who acknowledges before me that she freely and voluntarily executed this Agreement for the purpose therein expressed.

SEAL:



Kathleen L. Baker  
Notary Public, State of Florida

Printed Name

☐ Personally Known or ☒ Produced Identification

Type of Identification: G653-786-77-583-0

Commission Expires: \_\_\_\_\_

[Remainder of Page Intentionally Left Blank]

Owner Initial:  
County Initial: SD

**TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS**

By: \_\_\_\_\_  
Jody DeVane, as its Chair

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

Before me, this \_\_\_\_\_th day of December, 2015, personally appeared Jody DeVane who acknowledges before me that he freely and voluntarily executed this Agreement for the purpose therein expressed.

SEAL: \_\_\_\_\_  
Notary Public, State of Florida  
\_\_\_\_\_  
Printed Name  
  
☐ Personally Known or ☐ Produced Identification  
Type of Identification: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

**[Remainder of Page Intentionally Left Blank]**

**EXHIBIT A**

**Legal Description of the Parcel:**

**BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SOUTHWEST ¼ OF SECTION 13, TOWNSHIP 6 SOUTH, RANGE 7 EAST, THENCE RUN WEST 295 FEET, THENCE RUN SOUTH 295 FEET, THENCE RUN EAST 295 FEET, THENCE RUN NORTH 295 FEET, TO THE POINT OF BEGINNING, CONTAINING 2 ACRES MORE OR LESS.**

**[Remainder of Page Intentionally Left Blank]**

## TAYLOR COUNTY SHIP PROMISSORY NOTE

(\$62,500.00)

(December 10, 2015)

For value received, the undersigned, Bennie and Sabra Farnell, promise to pay to the order of Taylor County, the principal sum of \$62,500.00 (sixty-two thousand five hundred dollars) at the rate of 0% per centum per annum from date until maturity, principal being payable in lawful money of the United States of America at the Clerk of the Court Office, Taylor County Courthouse, 108 North Jefferson Street, Perry, Florida 32348 or at such other address the holder from time to time may specify by written notice to the maker, said principal to be paid on the date and in the manner following.

This is a mortgage where the balance is due upon the sale or Unit should no longer be the primary residence of the borrower. The obligation is forgiven in increments of one-twentieth of the total amount of assistance per year so that in the event the property ceases to be the principal residence of the recipient; only the remaining portion of the obligation must be repaid. The assistance is forgiven after twenty years of the property serving as the principal residence of the recipient.

1. If the property shall be transferred or sold within the period of twenty (20) years immediately following the date of this instrument, Owner or Owner's estate, shall pay to the County the percent of said financial assistance provided to owner under the SHIP program to be determined as follows:

If the property is sold or transferred or if owner should die	Amount of financial assistance to be repaid to county	Percent
Within the 1 <sup>st</sup> year	<u>\$(price).00</u>	100%
Between years 1 and 20	<u>\$.00 per year</u>	5% per year
After 20 <sup>th</sup> year	<u>\$0.00</u>	0%

Transfer means any transfer of the Property by deed or inheritance or delivery of possession of the Property for occupancy by one other than the Owner whether by contract for deed, lease, or otherwise; provided, however, if illness of the Owner should make it impossible for the Owner to properly care for the Property, then the Owner may rent or lease the Property upon written consent of the Taylor County Local Housing Partnership.

2. Paragraph 3 of this agreement regarding transfer of the subject property shall not apply to a transfer from the Owner to the Owner's spouse; but if transferred to an Owner's spouse, the agreements contained herein shall run with title to the land and thereafter, be applicable to any transfer made by the transferee's spouse; the time period for reimbursement to the County as set forth herein shall be computed from the date of this agreement.
3. Paragraph 3 of this agreement does not apply to funds used for doing rehabilitation or emergency repair projects whose total cost is less than One Thousand Dollars (\$1,000.00).

## TAYLOR COUNTY SHIP PROMISSORY NOTE

4. Owner understands and agrees that this agreement shall be recorded in the office of the Clerk of the Circuit Court in and for Taylor County, Florida.
5. The owner understands and agrees that this instrument shall place a lien upon owner's property described hereinabove and this agreement shall be binding upon the heirs, devisees, successors and assigns of the owner. The owner also understands that in the event the owner submitted fraudulent income amounts in order to qualify for this assistance, the owner will repay 100% of the funds provided under this agreement.
6. This agreement shall not be released by written instrument of the county at an earlier date, this agreement shall automatically expire five (5) years from date hereof and no further claim shall be made hereunder. This section does not apply to owners who submitted fraudulent incomes in order to qualify for this assistance.
7. Hazard Insurance. The Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included with the term "extended coverage", and such hazards as the County may require and such amounts and for such periods as the County may require. The insurance carrier providing the insurance shall be chosen by the borrower subject to approval by the County; provided that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to the County and shall include a standard mortgage clause in favor of, and in a form acceptable to the County. The County shall have the right to hold policies and renewals thereof, subject to the terms of the First Mortgage and any other mortgage, deed of trust or other security agreement with a lien that has priority over this mortgage. In the event of loss, the Borrower shall give prompt notice to the insurance carrier and to the County. The County may make proof of loss if not made by the Borrower. If the Property is abandoned by the Borrower, or if the Borrower fails to respond to the County within thirty (30) days from the date the notice is mailed by the County to the Borrower that the insurance carrier offers to settle a claim for the benefits, the County is authorized to collect and apply the insurance proceeds at the County's option either to restoration or repair of the Property or the sums secured by this Mortgage.

This note is to be construed and enforced according to the laws of the State of Florida, and is secured by mortgage on real estate of even date herewith.

If default be made in the payment of any said sums or interest or in the performance of any agreements contained herein or in the said mortgage, and if such default is not made good within 90 days, then, at the option of the holder of the same, the principal sum then remaining unpaid with accrued interest shall immediately become due and notice, time being the essence of this contract, and said principal sum and said accrued interest shall both bear interest at the maximum rate per annum allowed by law, from such time until paid.

## **TAYLOR COUNTY SHIP PROMISSORY NOTE**

Each maker and endorser waives presentiment, protest, notice of protest and notice of dishonor and agrees to pay all costs, including reasonable attorneys' fees, whether suit be brought or not, if counsel shall after maturity of this note or default hereunder or under said mortgage, be employed to collect this note or to protect the security thereof.

Documentary tax has been paid and proper stamps have been affixed to the Mortgage.

\_\_\_\_\_  
Owner – Signature

\_\_\_\_\_  
Owner -Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Co-Owner – Signature

\_\_\_\_\_  
Co-Owner – Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Makers Address

**TAYLOR COUNTY REHABILITATION/REPLACEMENT PROGRAM  
SHIP PROGRAM  
REPAYMENT AGREEMENT**

I/ we the undersigned, hereby agree not to sell the property located at  
2470 US Hwy 98 W, Perry, FL 32347

being repaired with grant funds provided by the Taylor County SHIP Program for a period of Twenty (20) years from the date of this agreement. Should I/We sell the above-described property within Twenty (20) years, I/We agree to repay to the Taylor County SHIP program at the time of the sale, the obligated amount which is prorated annually reducing the annual amount by five (5%) percent per year, which is \$(price).00. I/We further agree that if within Twenty (20) years from the date of the this agreement the property is sold by either my estate or my heirs, the person or estate selling the property will repay the prorated balance of the grant to the Taylor County SHIP program.

\_\_\_\_\_  
(date)  
Grantee                      Date

\_\_\_\_\_  
(date)  
Grantee                      Date

**STATE OF FLORIDA, COUNTY OF TAYLOR**

The foregoing instrument was acknowledge before me this \_\_\_\_\_ (date) \_\_\_\_\_ Date  
by \_\_\_\_\_ who is personally known to me  
(Name of person acknowledged)

OR has produced \_\_\_\_\_ as identification  
and who did take an oath.

**NOTARY PUBLIC – STATE OF FLORIDA**

SIGN: \_\_\_\_\_

PRINT: \_\_\_\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_

\_\_\_\_\_  
Representative, County SHIP Program

Date \_\_\_\_\_

## TAYLOR COUNTY SHIP PROMISSORY NOTE

(\$62,500.00)

(December 10, 2015)

For value received, the undersigned, Robin Paulk, promise to pay to the order of Taylor County, the principal sum of \$62,500.00 (sixty-two thousand five hundred dollars) at the rate of 0% per centum per annum from date until maturity, principal being payable in lawful money of the United States of America at the Clerk of the Court Office, Taylor County Courthouse, 108 North Jefferson Street, Perry, Florida 32348 or at such other address the holder from time to time may specify by written notice to the maker, said principal to be paid on the date and in the manner following.

This is a mortgage where the balance is due upon the sale or Unit should no longer be the primary residence of the borrower. The obligation is forgiven in increments of one-twentieth of the total amount of assistance per year so that in the event the property ceases to be the principal residence of the recipient; only the remaining portion of the obligation must be repaid. The assistance is forgiven after twenty years of the property serving as the principal residence of the recipient.

1. If the property shall be transferred or sold within the period of twenty (20) years immediately following the date of this instrument, Owner or Owner's estate, shall pay to the County the percent of said financial assistance provided to owner under the SHIP program to be determined as follows:

If the property is sold or transferred or if owner should die	Amount of financial assistance to be repaid to county	Percent
Within the 1 <sup>st</sup> year	<u>\$(price).00</u>	100%
Between years 1 and 20	<u>\$ .00 per year</u>	5% per year
After 20 <sup>th</sup> year	<u>\$0.00</u>	0%

Transfer means any transfer of the Property by deed or inheritance or delivery of possession of the Property for occupancy by one other than the Owner whether by contract for deed, lease, or otherwise; provided, however, if illness of the Owner should make it impossible for the Owner to properly care for the Property, then the Owner may rent or lease the Property upon written consent of the Taylor County Local Housing Partnership.

2. Paragraph 3 of this agreement regarding transfer of the subject property shall not apply to a transfer from the Owner to the Owner's spouse; but if transferred to an Owner's spouse, the agreements contained herein shall run with title to the land and thereafter, be applicable to any transfer made by the transferee's spouse; the time period for reimbursement to the County as set forth herein shall be computed from the date of this agreement.
3. Paragraph 3 of this agreement does not apply to funds used for doing rehabilitation or emergency repair projects whose total cost is less than One Thousand Dollars (\$1,000.00).



## TAYLOR COUNTY SHIP PROMISSORY NOTE

4. Owner understands and agrees that this agreement shall be recorded in the office of the Clerk of the Circuit Court in and for Taylor County, Florida.
5. The owner understands and agrees that this instrument shall place a lien upon owner's property described hereinabove and this agreement shall be binding upon the heirs, devisees, successors and assigns of the owner. The owner also understands that in the event the owner submitted fraudulent income amounts in order to qualify for this assistance, the owner will repay 100% of the funds provided under this agreement.
6. This agreement shall not be released by written instrument of the county at an earlier date, this agreement shall automatically expire five (5) years from date hereof and no further claim shall be made hereunder. This section does not apply to owners who submitted fraudulent incomes in order to qualify for this assistance.
7. Hazard Insurance. The Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included with the term "extended coverage", and such hazards as the County may require and such amounts and for such periods as the County may require. The insurance carrier providing the insurance shall be chosen by the borrower subject to approval by the County; provided that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to the County and shall include a standard mortgage clause in favor of, and in a form acceptable to the County. The County shall have the right to hold policies and renewals thereof, subject to the terms of the First Mortgage and any other mortgage, deed of trust or other security agreement with a lien that has priority over this mortgage. In the event of loss, the Borrower shall give prompt notice to the insurance carrier and to the County. The County may make proof of loss if not made by the Borrower. If the Property is abandoned by the Borrower, or if the Borrower fails to respond to the County within thirty (30) days from the date the notice is mailed by the County to the Borrower that the insurance carrier offers to settle a claim for the benefits, the County is authorized to collect and apply the insurance proceeds at the County's option either to restoration or repair of the Property or the sums secured by this Mortgage.

This note is to be construed and enforced according to the laws of the State of Florida, and is secured by mortgage on real estate of even date herewith.

If default be made in the payment of any said sums or interest or in the performance of any agreements contained herein or in the said mortgage, and if such default is not made good within 90 days, then, at the option of the holder of the same, the principal sum then remaining unpaid with accrued interest shall immediately become due and notice, time being the essence of this contract, and said principal sum and said accrued interest shall both bear interest at the maximum rate per annum allowed by law, from such time until paid.

✓ **TAYLOR COUNTY SHIP PROMISSORY NOTE**

Each maker and endorser waives presentment, protest, notice of protest and notice of dishonor and agrees to pay all costs, including reasonable attorneys' fees, whether suit be brought or not, if counsel shall after maturity of this note or default hereunder or under said mortgage, be employed to collect this note or to protect the security thereof.

Documentary tax has been paid and proper stamps have been affixed to the Mortgage.

\_\_\_\_\_  
Owner – Signature

\_\_\_\_\_  
Owner -Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Makers Address

**TAYLOR COUNTY REHABILITATION/REPLACEMENT PROGRAM  
SHIP PROGRAM  
REPAYMENT AGREEMENT**

I/ we the undersigned, hereby agree not to sell the property located at  
10146 Fish Creek Rd., Perry, FL 32347

being repaired with grant funds provided by the Taylor County SHIP Program for a period of Twenty (20) years from the date of this agreement. Should I/We sell the above-described property within Twenty (20) years, I/We agree to repay to the Taylor County SHIP program at the time of the sale, the obligated amount which is prorated annually reducing the annual amount by five (5%) percent per year, which is \$(price).00. I/We further agree that if within Twenty (20) years from the date of the this agreement the property is sold by either my estate or my heirs, the person or estate selling the property will repay the prorated balance of the grant to the Taylor County SHIP program.

\_\_\_\_\_  
Robin Paulk      Date

**STATE OF FLORIDA, COUNTY OF TAYLOR**

The foregoing instrument was acknowledge before me this \_\_\_\_\_

Date

by \_\_\_\_\_ who is personally known to me  
(Name of person acknowledged)

OR has produced \_\_\_\_\_ as identification

and who did take an oath.

**NOTARY PUBLIC – STATE OF FLORIDA**

SIGN: \_\_\_\_\_

PRINT: \_\_\_\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_

\_\_\_\_\_  
Representative, County SHIP Program

Date \_\_\_\_\_

## **TAYLOR COUNTY BOARD OF COMMISSIONERS**

### ***County Commission Agenda Item***

**SUBJECT/TITLE:**



THE BOARD TO ACCEPT A CHECK FROM FL MUNICIPAL TRUST  
FOR RETURN OF PREMIUM, AS AGENDAED BY THE COUNTY  
ADMINISTRATOR

**MEETING DATE REQUESTED:**

JANUARY 4, 2016

**Statement of Issue:** A CHECK WAS RECEIVED IN THE AMOUNT OF \$16,659.00

**Recommended Action:**

**Fiscal Impact:**

**Budgeted Expense:**

**Submitted By:**

**Contact:** DUSTIN HINKEL, COUNTY ADMINISTRATOR 838-3500 X 7

### **SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:**

**Options:**

**Attachments:**

FL Municipal Insurance Trust  
To: Taylor County Board of County 593

Check Number: 015141  
Date: 11/17/2015

Invoice Number	Date	Description	Amount	Discount	Paid Amount
1314 ROP	11/17/2015	13/14 Return of Premium	\$16,659.00	\$0.00	\$16,659.00

TOTALS: \$16,659.00 \$0.00 \$16,659.00

**FL Municipal Insurance Trust**

301 S. Bronough St., Suite 300  
P.O. Box 1757  
Tallahassee, FL 32303

Capital City Bank  
P.O. Box 900  
1801 Apalachee Parkway  
Tallahassee, FL 32302-0900

**015141**

63-68/631

Pay Sixteen Thousand Six Hundred Fifty Nine Dollars and 00 Cents

**DATE**  
Nov 17, 2015

**AMOUNT**  
\$16,659.00

To the Order of:

Taylor County Board of County Commissioners  
PO Box 620  
Perry, FL 32348

*Mike Sittig*

*AM/KL*

⑈015141⑈ ⑆063100688⑆00326207⑈01

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**



THE BOARD TO ACKNOWLEDGE RECEIPT OF A NOTIFICATION FROM THE FLORIDA DEPARTMENT OF REVENUE CONFIRMING THE DISTRIBUTION OF THE LOCAL OPTION FUEL TAX PROCEEDS BETWEEN TAYLOR COUNTY AND THE CITY OF PERRY, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

**MEETING DATE REQUESTED:**

JANUARY 4, 2016

**Statement of Issue:**

THE LETTER ASKS THE COUNTY TO ACKNOWLEDGE THAT THE 70/30 DISTRIBUTION IS THE CURRENT DISTRIBUTION MODEL FOR SEPTEMBER 1, 2015 THROUGH AUGUST 31, 2016, ACCORDING TO COUNTY ORDINANCE 2011-12.

**Recommended Action:**

**Fiscal Impact:**

**Budgeted Expense:**

**Submitted By:**

**Contact:**

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:**

**Options:**

**Attachments:**

## **TAYLOR COUNTY BOARD OF COMMISSIONERS**

### ***County Commission Agenda Item***

**SUBJECT/TITLE:**

THE BOARD TO ACKNOWLEDGE RECEIPT OF A NOTIFICATION FROM THE FLORIDA DEPARTMENT OF REVENUE CONFIRMING THE DISTRIBUTION OF THE LOCAL OPTION FUEL TAX PROCEEDS BETWEEN TAYLOR COUNTY AND THE CITY OF PERRY, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

**MEETING DATE REQUESTED:**

JANUARY 4, 2016

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THE LETTER ASKS THE COUNTY TO ACKNOWLEDGE THAT THE 70/30 DISTRIBUTION IS THE CURRENT DISTRIBUTION MODEL FOR SEPTEMBER 1, 2015 THROUGH AUGUST 31, 2016, ACCORDING TO COUNTY ORDINANCE 2011-12.

**Recommended Action:****Fiscal Impact:****Budgeted Expense:****Submitted By:****Contact:****SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS****History, Facts & Issues:****Options:****Attachments:**

TAYLOR COUNTY ORDINANCE 2011-12



Executive  
Director  
Marshall Stranburg

## Florida Department of Revenue

Revenue Accounting  
Post Office Box 6609  
Tallahassee, Florida 32314-6609

October 21, 2015

Taylor County, Florida  
Chairperson Daryll Gunter  
201 E. Green Street  
Perry, FL 32347

Dear Daryll Gunter,

The Florida Department of Revenue has reviewed the Local Option Gas Tax on Motor Fuel and Special Fuel for Taylor County. Listed on the attached page are the current Local Government ordinances, the effective dates, and rates the Department currently has on record.

In addition, the current distribution percentages were included in this review. The percentages provided by the county are used to distribute the proceeds of local option fuel tax to both the county and eligible municipalities within the county. The percentages for September 1, 2015 through August 31, 2016 are listed on the following page.

Please acknowledge your receipt and review of this information by signing and returning the attached page to the following address:

FL Department of Revenue  
Attn: Revenue Accounting  
PO Box 6609  
Tallahassee, FL 32314-6609

If you have any questions, please do not hesitate to contact me at (850) 717-6784.

Sincerely,

*Amy A Barrow*

Amy A Barrow  
Senior Management Analyst  
Revenue Accounting Sub-process





**FLORIDA**  
Executive  
Director  
Marshall Stranburg

**Florida Department of Revenue**  
Revenue Accounting  
Post Office Box 6609  
Tallahassee, Florida 32314-6609

The following is a list of both the current ordinances and the 2015/2016 distribution percentages for Taylor County:

Current Ordinances:

1. County Ordinance 2011-12 imposed a 6-cent Local Option Gas tax effective through December 31, 2016

Distribution Percentages for September 1, 2015 – August 31, 2016

	% for 6 Cent Local
Taylor County	70.00%
Perry	30.00%
	100.00%

---

Chairman Signature

---

Date

Child Support – Ann Coffin, Director • General Tax Administration – Maria Johnson, Director  
Property Tax Oversight – Maurice Gogarty, Director • Information Services – Damu Kuttikrishnan, Director

(850) 617-8586

<http://dor.myflorida.com/dor/>

FAX: (850) 921-1171

AN ORDINANCE OF TAYLOR COUNTY, FLORIDA AMENDING CHAPTER 70, SECTION 70-3 - LOCAL OPTION GAS TAX - OF THE TAYLOR COUNTY CODE OF ORDINANCES PROVIDING FOR AN EXTENSION OF THE SIX (6) CENT LOCAL OPTION GAS TAX UPON EVERY GALLON OF MOTOR FUEL AND DIESEL FUEL SOLD IN TAYLOR COUNTY AND TAXED UNDER THE PROVISIONS OF CHAPTER 206, FLORIDA STATUTES; PROVIDING THAT THE EXTENSION SHALL BE EFFECTIVE FOR A PERIOD OF FIVE (5) YEARS BEGINNING JANUARY 1, 2012 AND ENDING DECEMBER 31, 2016 PROVIDING FOR DISTRIBUTION BETWEEN THE COUNTY GOVERNMENT AND THE CITY OF PERRY IN ACCORDANCE WITH AN INTERLOCAL AGREEMENT; PROVIDING FOR RECISSION; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR NEGOTIATIONS BETWEEN TAYLOR COUNTY AND THE CITY OF PERRY, PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, by enacting Florida Statutes Section 336.025, the Florida Legislature granted counties, acting by and through their Board of County Commissioners, authority to levy a local one (1) cent, two (2) cent, three (3) cent, four (4) cent, five (5) cent, or six (6) cent local option gas tax upon every gallon of motor fuel and diesel fuel sold in the county and taxed under the provisions of Chapter 206, Florida Statute; and

**WHEREAS**, monies received from the local option gas tax authorized by Section 336.025, Florida Statute shall be utilized for specific transportation expenditures as adopted by the Board of County Commissioners; and

**WHEREAS**, it is in the best interest of the residents and taxpayers of Taylor County that the financial burden of constructing and maintaining the County road and transportation system be paid for by those using the system, in the form of a local option gas tax; and

**WHEREAS**, the safe, efficient and uninterrupted transportation of people and property from place to place in Taylor County is a matter of great importance and concern to the people of the county; and

**WHEREAS**, Taylor County currently imposes a six (6) cent local option gas tax upon every gallon of motor fuel and diesel fuel sold in Taylor County and taxed under the provisions of Chapter 206, Florida Statute; and

**WHEREAS**, the current gas tax imposed by the County ceases to be effective on December 31, 2011; and

**WHEREAS**, Section 336.025, Florida Statute authorizes Taylor County through a majority vote of its Board of County Commissioners to extend the local option gas tax;

**NOW, THEREFORE BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA, THAT:**

**SECTION 1. Chapter 70, Section 70-3 of the Code of Ordinances of Taylor County is hereby amended as follows:**

**Sec. 70-3. Local option gas tax.**

(a) Authority.

This article is adopted pursuant to 336.025 Florida Statute, the general laws of the state and other applicable laws.

(b) Imposition.

There is hereby extended and re-imposed a \$0.06 local option gas tax upon every gallon of motor fuel and diesel fuel sold in the county and taxed under the provisions of Chapter 206, Florida Statutes, parts I and II.

(c) Proceeds.

Pursuant to an interlocal agreement between the Board of County Commissioners and the City Council for the City of Perry, which city contains the population within incorporated areas of the County, the proceeds from the "Local Option Gas Tax" shall be divided and distributed by the Florida Department of Revenue to Taylor County as follows:

Recipient	Share of Proceeds
TAYLOR COUNTY	70.00%
CITY OF PERRY	30.00%

(d) Recission.

It is the intent of the Board of County Commissioners in establishing this article that it be and is hereby empowered to rescind this local option gas tax on January 1, 2017.

(e) Duration.

3 PAGE 30

The tax imposition provided by this article, unless rescinded as set out in section 70-3(d), shall be effective from January 1, 2012 to December 31, 2016, both inclusive.

## SECTION 2. Inclusion in the Code of Ordinances

It is the intention of the Board of County Commissioners that the provisions of this ordinance shall become and be made a part of the Taylor County Code; and that the section of this Ordinance may be renumbered or re-lettered and word "ordinance" may be changed to "section," "article" or such other appropriate word or phrase in order to accomplish such intentions.

## SECTION 3. Severability.

The intent of the Board of County Commissioners is that if any subsection, clause, sentence, provision or phrase of this Ordinance is held to be invalid or unconstitutional by a Court of competent jurisdiction, such invalidity or unconstitutionality shall not be so construed as to render invalid or unconstitutional the remaining provisions of this Ordinance.

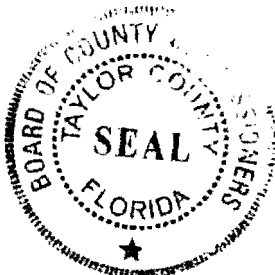
## SECTION 4. Negotiations.

The intent of the Board of County Commissioners is to re-negotiate the Motor Fuel Tax in 2016.

## SECTION 5. Effective Date.

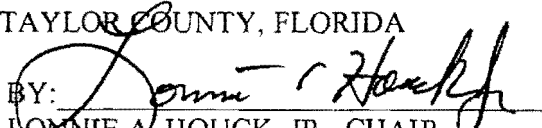
This Ordinance shall take effect upon being enacted and duly filed in the office of the Secretary of State of the State of Florida.

**PASSED AND ADOPTED** in regular session by the Board of County Commissioners of Taylor County, Florida, on this 16<sup>th</sup> day of August 2011.



BOARD OF COUNTY COMMISSIONERS  
TAYLOR COUNTY, FLORIDA

BY:

  
DONNIE A. HOUCK, JR., CHAIR

ATTEST:

  
ANNIE MAE MURPHY, Clerk

3 PAGE 91

WITNESSETH:

**WHEREAS**, the City of Perry which is a party to this agreement is an incorporated municipality located within Taylor county, Florida, eligible to receive a portion of the local option gas tax, and represents a majority of the incorporated area

population within Taylor County, and desires to jointly establish with the County a distribution formula pursuant to Section 336.025(3)(a)(1), Florida Statutes.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, and pursuant to Section 163.01, et seq., Florida Statutes, the "Florida Interlocal Cooperation Act of 1969", the parties hereto agree as follows:

1. Upon its levy by the County, the local option gas tax shall be divided among, and distributed to the County and the eligible municipalities within the County as follows:

<u>Recipient</u>	<u>Share of Proceeds</u>
TAYLOR COUNTY	70%
CITY OF PERRY	30%

2. This agreement shall take effect on January 1, 2012 and shall terminate on December 31, 2016. It shall also govern the division and distribution of the local option gas tax imposed through December 31 but not collected or otherwise available for distribution until after December 31 of the year the agreement terminates.

3. By execution of this agreement, neither the County nor the City will be deemed to have waived any rights or remedies they may have available under the laws of the State of Florida.

4. This agreement may be executed in counterparts and each fully executed counterpart shall be deemed an original instrument.

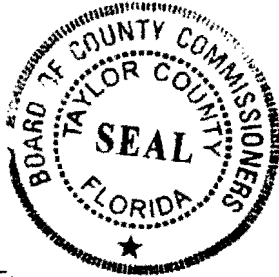
5. Upon adoption of an ordinance levying the local option gas tax by the County and the execution of this agreement, the County shall provide the State of Florida

Department of Revenue the distribution proportions established by this agreement prior to September 1, 2010.

6. A copy of this agreement and all subsequent amendments hereto shall be filed by the County with the Clerk of the Circuit Court of Taylor County, Florida, upon its execution by all parties hereto.

7. This agreement may be amended only in writing approved by all parties executing this agreement.

DATED this 16<sup>th</sup> day of August, 2011.



BOARD OF COUNTY COMMISSIONERS  
OF TAYLOR COUNTY, FLORIDA

BY: *Lonnie A. Houck Jr.*  
LONNIE A. HOUCK JR., CHAIR

ATTEST:

*Annie May Murphy*  
ANNIE MAY MURPHY, CLERK

CITY OF PERRY

BY: *Emily W. Ketrung*  
EMILY W. KETRUNG, MAYOR

ATTEST:

*Bob Brown*  
BOB BROWN, CITY MANAGER